

CANDACE COOPER

Direct Dial: (416) 597-8578

E-mail: ccooper@dv-law.com

File No.: 000745

June 23, 2020

SENT BY ELECTRONIC TRANSMISSION ONLY TO: clerks@richmondhill.ca

Clerk's Office
City of Richmond Hill
225 East Beaver Creek Road
Richmond Hill, ON L4B 3P4

Dear Sir/Mesdames:

RE: OPA Application (File No. D01-20007) (the "Application") in respect of part of Block 3, Plan 65M-4146, municipally known as 0 Ultimate Drive, Richmond Hill, ON (the "Subject Lands") and OPA 18.1

We represent the tenant, BMW Canada Inc. ("BMW") of the lands known as 50 Ultimate Drive, Richmond Hill (the "BMW Premises"). The BMW Premises are the location of the head office of BMW in Canada. BMW does not conduct any automobile sales at the BMW Premises.

The BMW Premises abut the Subject Lands, currently owned by JPD Properties Inc. and JPD Properties Rivermede Inc. The Application was submitted by Richmond Hill Honda.

Our client objects to the Application as it relates to the use of the Subject Lands as an automobile dealership. We understand that the Application relates to a larger proposed amendment to the Official Plan, being OPA 18.1, which would permit automobile sales within the employment designations of the Richmond Hill Official Plan. Our client also objects to OPA 18.1.

We enclose a letter prepared by The Lakeshore Group dated June 22, 2020 setting out our client's land use planning reasons for objections in this regard. We also enclose a letter from our client's landlord, Ultimate Asset Inc. dated June 18, 2020, supporting our client's objections.

As set out in the letter from The Lakeshore Group, the Application as well as OPA 18.1 are non-comprehensive as submitted and require careful analysis.

In addition, there are a number of private arrangements relating to the Subject Land which have not been addressed by Richmond Hill Honda.

It is our inference that when the Baker Business Park was established, the subdivider of the lands did not intend that the Subject Lands would be used as an automobile dealership as long as the BMW head office was operational at the BMW Premises. When our client entered into its lease dated July 18, 2007 (as has been amended and extended from time to time), the previous owner of the BMW Premises and the Subject Lands agreed that the prior owner of both parcels of land,



Barker Business Park (Phase II) Limited, would not knowingly sell or transfer the Subject Lands to any person which would use the Subject Lands for certain uses, including “any retailing of automobiles and/or motorcycles and/or any use that includes heavy truck traffic”. The former owner of the Subject Lands registered a restrictive covenant on title to the Subject Lands to this effect. We enclose a copy of Instrument No. YR1581740 registered on November 30, 2010 (the **“Restrictions”**). The enforcement of the Restrictions during the term of the BMW Lease was an important element in the decision of our client to enter into the lease of the BMW Premises.

However, the restrictions were deleted on April 22, 2020 by an application submitted by JPD Properties Inc. and JPD Properties Rivermede Inc., which parties we understand have entered into an agreement of purchase and sale to sell the Subject Lands to Richmond Hill Honda. We enclose a copy of Instrument No. YR309191 registered on April 22, 2020, being the application to delete the Restrictions.

In addition, the portion of Ultimate Drive providing access to the Subject Lands as well as the BMW Premises remains a private road (the **“Private Road”**). We enclose a copy of Instrument No. YR1581442 registered on October 31, 2010 being a cost sharing agreement in respect of the private road (the **“Cost Sharing Agreement”**), as well as the three easements providing access over the Private Road to the landowners along the Private Road, being Instruments No. YR1428697, YR1428700, and YR1428710. In addition, we enclose a copy of Instrument No. YR1594871 registered on December 30, 2010 being the notice of an agreement relating to the Private Road.

As you will note from a review of Section 7 of the Cost Sharing Agreement, the owners of land which use the Private Road for access agreed that no construction personnel or equipment would be entitled to use the Private Road for construction access purposes, except with the prior written consent of the other owners, or without first having made reasonable commercial efforts to fund an alternative access route.

Neither a representative of Richmond Hill Honda nor JPD Properties Inc. or JPD Properties Rivermede Inc. have contacted our client in respect of the Restrictions, the Private Road or the Cost Sharing Agreement. Similarly, neither a representative of Richmond Hill Honda nor JPD Properties Inc. or JPD Properties Rivermede Inc. have contacted the owner of the BMW Premises, Ultimate Asset Inc. the in respect of the Restrictions, the Private Road or the Cost Sharing Agreement.

We reserve the right on behalf of our client, BMW Canada Inc., to additional objections and concerns prior to a final decision being made by City Council. In addition, we request that we receive notification of all future consultation on the Application and OPA 18 going forward.

Yours very truly,

DAOUST VUKOVICH LLP

Candace Cooper

Encl.

June 22, 2020

VIA Email: ccooper@dv-law.com

Ms. Candace Cooper
Partner
Daoust Vukovich LLP
20 Queen Street West
Suite 3000
Toronto, ON
M5H 3R3

Dear Ms. Cooper:

Re: 0 Ultimate Drive - Honda OPA Application (SRPRS.20.099) and OPA 18.1 (SRPRS.20.097)

We are the land use planning consultants for BMW Canada whose corporate headquarters complex is located within the Barker Business Park at 50 Ultimate Drive in the City of Richmond Hill. Today we are in receipt of the planning department's report (SRPRS.20.099) regarding the Official Plan Amendment for the Richmond Hill Honda ("Honda") application at 0 Ultimate Drive for the establishment of an "automobile sales establishment", and the City's Employment Area Conversions report (SRPRS.20.097) in support of OPA 18.1. A special Council meeting is scheduled to be held on June 29, 2020 to receive public comments on both reports. Having just reviewed these reports, we have the following initial comments and concerns with respect to the Honda proposal and OPA 18.1:

1. The Honda lands at 0 Ultimate Drive lands are designated in the Official Plan and Zoning By-law as "Employment Area" and "MC-1 - High Performance Commercial Industrial" respectively. Neither the designation nor the zone category permits the the use of the lands for an automobile sales establishment. However, only an amendment to the Official Plan has been applied for to permit the proposed use. The required amendment to the zoning by-law, as well as Site Plan Approval, has not been applied for notwithstanding that the development details and site plan are known as evidenced in the staff report (reference page 4 and Map 5 which detail building height, gross floor area, parking count and layout, access points, etc). As such, there appears to be no reasonable land use reason why only the official plan amendment aspects of the proposal are being subject to a public consultation and departmental review when the zoning and site development aspects will also require full public consultation and departmental review once those applications are submitted. In this circumstance, we see no cogent land use planning reason why the proposal in its entirety (official plan, zoning by-law and site plan) is not being subject at this time to a single comprehensive planning analysis and public consultation process.



2. The Honda proposal is for a specific automobile sales establishment of known size and layout. The proposed Official Plan Amendment seeks to simply add such use to the list of permitted Employment designation uses in an attempt to avoid Employment Land Conversion restrictions, when in fact, the proposal clearly represents an employment land conversion - i.e. the land is being converted to allow the establishment of a specific automobile sales establishment which is a retail and commercial use of a type specifically not permitted in the Employment designation. To proceed as though the proposal is not an employment land conversion is inappropriate in land use planning terms.
3. Consideration of the proposed Honda Official Plan Amendment is premature without the required zoning amendment and site plan applications. The Honda staff report indicates on page 8 that a comprehensive review of the Official Plan Amendment application will be conducted following receipt of comments and feedback from City departments, external agencies, Council and the public. However, such review cannot be "comprehensive" without the zoning amendment and site plan applications being in hand. To proceed otherwise is inappropriate and unfair to proximate landowners.
4. It is my understanding that the portion of Ultimate Drive serving the BMW and Honda properties is a private road subject to easements affecting access. The impact of these easements on the development of the Honda lands and how they will be addressed requires evaluation which can only be dealt with in the context of zoning and site plan review.
5. The Honda report states that comments on the application remain outstanding from all City departments and agencies. Under such a circumstance, it is apparent that as of today, there is insufficient information available to BMW Canada to fully assess the land use impact of the proposed automobile sales establishment on their corporate headquarters and upon the character of the Barker Business Park as it develops. Significant investment by BMW Canada was made in the Barker Business Park which has a planned function to accommodate high performance industrial and office uses, including corporate headquarters. The implications of undoing the established planned function and planned character of the Barker Business Park requires significant study which requires input from various commenting departments which at this time is not available to BMW Canada. There is no substantial evidence in the staff reports that such study has been done.
6. A car dealership is not a high performance use in the context of the Barker Business Park official plan designation and cannot simply be added to the list of other high performance uses as set out in the policy without resulting in a destabilizing effect on the area. OPA 18.1 and the Honda application will serve to allow for auto mall type development in the Barker Business Park employment area.
7. Proposed OPA 18.1 appears to achieve the same objective for 0 Ultimate Drive as the proposed Honda application. This is an unnecessary duplication of public process.
8. The policy change in OPA 18.1 to allow automotive sales establishments in the Employment lands as set out in the staff report and in the the planning justification report for 0 Ultimate Drive appears to be in response to a request by Honda as opposed to a land use need to open up Richmond Hill's Employment lands for such use.



In light of the foregoing, it is our initial assessment that no further consideration should be given to the Honda proposal by municipal staff or Council until all site specific aspects (Official Plan Amendment, Zoning By-law Amendment and Site Plan Approval) are placed before the public and relevant municipal departments for comprehensive review and comment, and the impacts resulting from opening up the Barker Business Park through OPA 18.1 for a non high performance use have been comprehensively assessed.

While we are still reviewing background documentation on these matters, we may have additional comments to bring forward in advance of any Council decision on the Honda application or OPA 18.1.

Should you have any questions, please feel free to contact me at (416)-364-5926.

Sincerely,
The Lakeshore Group

Rick Pennycooke, MCIP, RPP
President

cc.: BMW Canada

Properties

PIN 70004 - 2279 LT

Description PART OF BLOCK 3, PLAN 65M4146 ;DESIGNATED AS PTS 6,7,8,9,10,11,12,13,14,15 AND 22 ON 65R31991. SUBJECT TO AN EASEMENT IN GROSS OVER PTS 9, 10, 11, 12, 13, 15, ON 65R31991 AS IN YR1411544 TOGETHER WITH AN EASEMENT OVER PT BLK 4 PL 65M4114, PT 1, 65R31470 AS IN YR1428700 SUBJECT TO AN EASEMENT OVER PTS 7,10,13,14, 65R31991 IN FAVOUR OF PT BLK 3 PL 65M4146 PTS 16,17,18,19,20,21,23 AND 24 ON 65R31991 AS IN YR1428694 SUBJECT TO AN EASEMENT OVER PTS 9,10,11 AND 15 ON 65R31991 IN FAVOUR OF PT BLK 3, 65R4146 DESIGNATED AS PTS 16 TO 21, 23 AND 24 ON 65R31991 AS IN YR1428697 TOGETHER WITH AN EASEMENT OVER PT BLK 3, 65M4146 BEING PTS 17 AND 20, 65R31991 AS IN YR1428710 TOWN OF RICHMOND HILL

Address RICHMOND HILL

Applicant(s)

Name BARKER BUSINESS PARK (PHASE II) LIMITED

Address for Service 750 Lake Shore Blvd. East
Toronto, Ontario, M4B 3M3
SIL200897 - Barker - matters relating
to the BMW Site;

I, Marco Mancini, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

The registration of this document is not prohibited by registration YR1401821 registered on 2009/11/09 .

Signed By

Herbert Lewis Wisebrod 7501 Keele Street, Ste. 200 acting for Signed 2010 11 30
Concord Applicant(s)
L4K 1Y2

Tel 9057602600

Fax 9057602900

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

BRATTY AND PARTNERS LLP 7501 Keele Street, Ste. 200 2010 11 30
Concord
L4K 1Y2

Tel 9057602600

Fax 9057602900

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number : SIL200897 - UPL / BBP - BMW SITE MATTERS

RESTRICTIVE COVENANTS

WHEREAS, the Applicant, BARKER BUSINESS PARK (PHASE II) LIMITED ("Barker") is the registered owner of the lands cross hatched on the sketch annexed hereto as Schedule "A" (the "Adjacent South Lands") and which Adjacent South Lands are part of PIN 70004-2279.

AND WHEREAS pursuant to the provisions of a lease dated July 18, 2007, made between Barker and Urbacon Properties Limited, as Landlord, and BMW Canada Inc. ("BMW"), as Tenant, (the "Lease") BMW leased from the Landlord the Premises, as defined in the Lease, which included the lands described as all of Block 4, Plan 65M-4114 (PIN 70004-2219) and Part of Block 3, Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24, Plan 65R-31991 (PIN 70004-2278), Town of Richmond Hill, Regional Municipality of York (the "Leased Lands"), and which Lease included a Restrictive Covenant.

AND WHEREAS to affirm the Restrictive Covenant, Barker has agreed to apply and annex the Restrictive Covenant against the Adjacent South Lands.

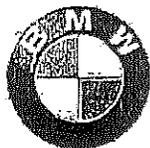
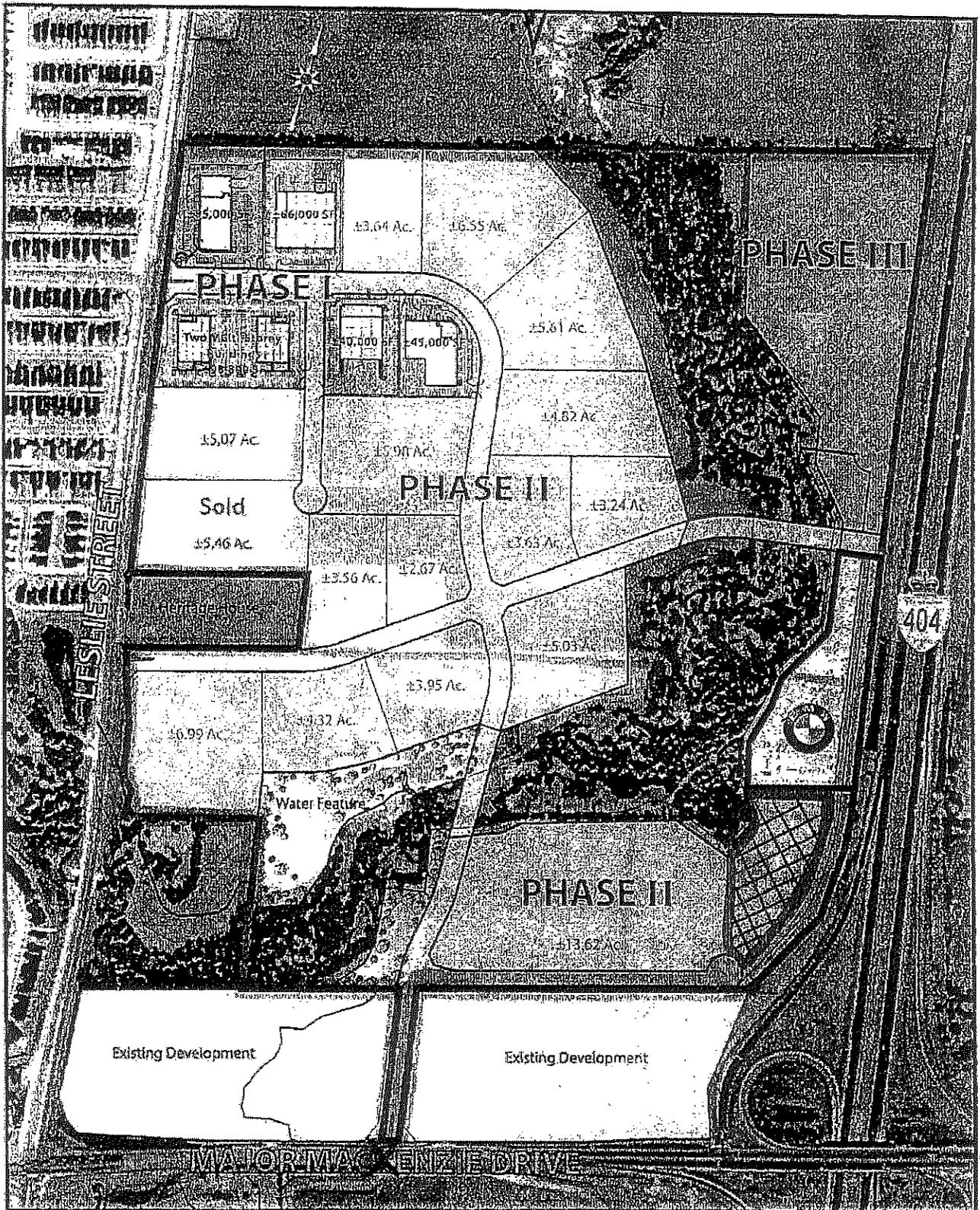
1. Barker hereby covenants and agrees for itself, its successors and assigns that during the term of the Lease, and any renewal periods noted therein, subject to as hereafter provided, that provided the Tenant is BMW, or a Transferee permitted under Section 8.1A(1) or (2) of the Lease, and is in physical occupation of not less than fifty (50) percent of the Leaseable Area of the Building, Barker will not use all or any part of the Adjacent South Land, nor will it suffer or permit any Person or entity (other than the Tenant) whether by way of sale, offer to lease, lease, sublease, license, concession or otherwise to use any part of the Adjacent South Land as they exist from time to time, including any alteration, expansion of or addition to them, for the purpose of the Offensive or Obnoxious Uses (Offensive or Obnoxious Uses means adult entertainment establishments, funeral homes, cemeteries, any retailing of automobiles and/or motorcycles and/or any use that includes heavy truck traffic, including by way of example, but without limitation, a truck driving school) (the "Restrictive Covenant"). For clarity, the Restrictive Covenant shall not apply to the Adjacent South Land if Barker sells or otherwise transfers the Adjacent South Land to a *bona fide* arm's length Person for value; however, Barker covenants with BMW that it will not knowingly sell or otherwise transfer the Adjacent South Land to any Person for an Offensive or Obnoxious Use.

Barker is not obligated to observe the Restrictive Covenant if by so doing it shall be in breach of any Laws (except for breach of contract with another tenant of the Land), rules, regulations or enactments from time to time in force and no provision of the Lease is intended to apply or to be enforceable to the extent that it would give rise to any offence under the *Competition Act*, as amended from time to time or any statute that may be substituted therefor as from time to time amended.

2. Provided the Tenant is BMW or a Transferee permitted under Section 8.1A(1) or (2) of the Lease, and is in physical occupation of not less than fifty (50) percent of the Leaseable Area of the Building, Barker covenants with BMW to co-operate with and fully support BMW in resisting or objecting to any zoning applications or amendments made to permit the retail sale of a new or used automobiles or motorcycles on the Adjacent South Land. BMW shall reimburse Barker for its actual and reasonable out-of-pocket costs incurred in the foregoing co-operation and full support.
3. Capitalized terms defined herein shall have the same meaning as ascribed to them in the Lease, except as otherwise defined herein.
4. As referred to in the first recital herein, the Restrictive Covenant is only intended to affect the Adjacent South Land and upon the availability of a registerable description of the Adjacent South Land, the Land Registrar is hereby authorized, upon application by Barker, its successors or assigns, to delete the Restrictive Covenant from all other lands except the Adjacent South Land described in such registerable description.

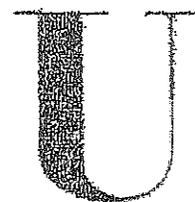
5. Upon expiry or termination of the Lease, or upon a sale of the Adjacent South Lands as provided in Paragraph 1 hereof, the Restrictive Covenant shall become null and void and be of no legal force and effect and the Land Registrar is authorized upon application by Barker to delete the said Restrictive Covenant from title to the property noted in the Properties Section on Page 1 hereof.
6. To the intent that the burden of the Restrictive Covenant shall run with the Adjacent South Land and to the intent that the benefit of the Restrictive Covenant shall be annexed to and run with the interest of the Tenant in the Leased Lands.

SCHEDULE "A"
PRELIMINARY SITE PLAN



ADJACENT SOUTH LANDS

JULY 16, 2007



URBACON

Properties

PIN 70004 - 2338 LT

Description PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3 & 4 65R37982; SUBJECT TO AN EASEMENT IN GROSS OVER PART 3 65R37982 AS IN YR1387314; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 2 & 3 65R37982 AS IN YR1411544; SUBJECT TO AN EASEMENT OVER PART 2 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 16, 17, 18, 19, 20, 21, 23 & 24 65R31991 AS IN YR1428694; SUBJECT TO AN EASEMENT OVER PART 3 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 16 TO 21, 23 & 24 65R31991 AS IN YR1428697; TOGETHER WITH AN EASEMENT OVER PART BLOCK 4 65M4114, PART 1 65R31470 AS IN YR1428700; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 17 & 20 65R31991 AS IN YR1428710; SUBJECT TO AN EASEMENT OVER PART 3 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 8, 10, 13, 14 & 18 65R37982 AS IN YR2938791; SUBJECT TO AN EASEMENT OVER PARTS 2 & 3 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 6, 7, 8, 10, 11, 12, 13, 14, 17 & 18 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PART 20 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 6 & 7 65R37982 AS IN YR2938791; TOWN OF RICHMOND HILL

Address RICHMOND HILL

PIN 70004 - 2339 LT

Description PART BLOCK 3 PLAN 65M4146, PARTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 & 20 65R37982; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 8, 10 & 14 65R37982 AS IN YR1387314; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 7, 8, 10, 12, 13 & 14 65R37982 AS IN YR1411544; SUBJECT TO AN EASEMENT OVER PARTS 6, 7, 10 & 11 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 16, 17, 18, 19, 20, 21, 23 & 24 65R31991 AS IN YR1428694; SUBJECT TO AN EASEMENT OVER PARTS 8, 10, 13 & 14 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 16 TO 21, 23 & 24 65R31991 AS IN YR1428697; TOGETHER WITH AN EASEMENT OVER PART BLOCK 4 65M4114, PART 1 65R31470 AS IN YR1428700; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 17 & 20 65R31991 AS IN YR1428710; SUBJECT TO AN EASEMENT OVER PARTS 8, 10, 13 & 14 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3, 4, 16, 17, 18 & 19 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 3 & 18 65R37982 AS IN YR2938791; SUBJECT TO AN EASEMENT OVER PARTS 6, 7, 8, 10, 11, 12, 13 & 14 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3, 4, 16, 17, 18 & 19 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 2, 3, 17 & 18 65R37982 AS IN YR2938791; SUBJECT TO AN EASEMENT OVER PART 20 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3, 4, 16, 17, 18 & 19 65R37982 AS IN YR2938791; SUBJECT TO AN EASEMENT OVER PARTS 6, 7 & 12 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3, 4, 16, 17, 18 & 19 65R37982 AS IN YR2938791; TOWN OF RICHMOND HILL

Address RICHMOND HILL

PIN 70004 - 2340 LT

Description PART BLOCK 3 PLAN 65M4146, PARTS 16, 17, 18 & 19 65R37982; SUBJECT TO AN EASEMENT IN GROSS OVER PART 18 65R37982 AS IN YR1387314; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 17 & 18 65R37982 AS IN YR1411544; SUBJECT TO AN EASEMENT OVER PART 18 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 16 TO 21, 23 & 24 65R31991 AS IN YR1428697; TOGETHER WITH AN EASEMENT OVER PART BLOCK 4 65M4114, PART 1 65R31470 AS IN YR1428700; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 17 & 20 65R31991 AS IN YR1428710; SUBJECT TO AN EASEMENT OVER PART 18 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 & 20 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 3, 8, 10, 13 & 14 65R37982 AS IN YR2938791; SUBJECT TO AN EASEMENT OVER PARTS 17 & 18 65R37982 IN FAVOUR OF PART BLOCK 3 PLAN 65M4146, PARTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 & 20 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PARTS 2, 3, 6, 7, 8, 10, 11, 12, 13 & 14 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PART 20 65R37982 AS IN YR2938791; TOGETHER WITH AN EASEMENT OVER PART BLOCK 3 PLAN 65M4146, PART 12 65R37982 AS IN YR2938791; TOWN OF RICHMOND HILL

Address RICHMOND HILL

Source Instruments

<i>Registration No.</i>	<i>Date</i>	<i>Type of Instrument</i>
YR1581740	2010 11 30	Application To Annex Restrictive Covenants S.119

Applicant(s)

Name JPD PROPERTIES INC.
Address for Service 7 Sir Williams Lane
Etobicoke, Ontario
M9A 1T8

I, Philip Pinheiro, ASO and Jose Homem, ASO, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name JPD PROPERTIES RIVERMEDE INC.
Address for Service 7 Sir Williams Lane
Etobicoke, Ontario
M9A 1T8

I, Philip Pinheiro, ASO and Jose Homem, ASO, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

The applicant applies to delete these restrictions by reason of they have become null and void as set out below.
Schedule: JPD Properties Inc. is the registered owner of the lands described in PIN NOS. 70004-2338 (LT) and 70004-2340 (LT). JPD Properties Rivermede Inc. is the registered owner of the lands described in PIN NO. 70004-2339 (LT). The said lands together form the Adjacent South Lands (as that term is defined in Instrument No. YR1581740). JPD Properties Inc. and JPD Properties Rivermede Inc., as the registered owners of the Adjacent South Lands, hereby apply to have said Instrument No. YR 1581740 deleted from the lands described in the Properties section above pursuant to paragraph 5 of Instrument No. YR1581740, as the Adjacent South Lands were sold to a bona fide arms length person for value and the restrictive covenant has become null and void and of no legal force and effect.
I Helen Mihailidi solicitor make the following law statement the said restrictive covenant has become null and void and of no legal force and effect as set out above..
The registration of this document is not prohibited by registration YR1401821 registered on 2009/11/09.

Signed By

Helen Mihailidi 7501 Keele Street, Ste. 200 acting for Signed 2020 04 22
Concord Applicant(s)
L4K 1Y2
Tel 905-760-2600
Fax 905-760-2900
I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

BRATTYS LLP 7501 Keele Street, Ste. 200 2020 04 22
Concord
L4K 1Y2
Tel 905-760-2600
Fax 905-760-2900

Fees/Taxes/Payment

Statutory Registration Fee \$65.05
Total Paid \$65.05

File Number

Applicant Client File Number : 225924

Properties

PIN 70004 – 2278 LT Affects Part of Prop
Description PART OF BLOCK 3, PLAN 65M4146 ;DESIGNATED AS PTS 17 AND 20 ON 65R31991;
TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 70004 – 2279 LT Affects Part of Prop
Description PART OF BLOCK 3, PLAN 65M4146 DESIGNATED AS PTS 9,10,11, AND 15 ON
65R31991; TOWN OF RICHMOND HILL
Address RICHMOND HILL

PIN 70004 – 2219 LT Affects Part of Prop
Description BLOCK 4, PLAN 65M4114 DESIGNATED AS PART 1, PLAN 65R31470; TOWN OF
RICHMOND HILL
Address RICHMOND HILL

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name URBACON PROPERTIES LIMITED
Address for Service 750 Lakeshore Boulevard East
Toronto, ON M4M 3M3
Attention: President

I, Marco Mancini, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name BARKER BUSINESS PARK (PHASE II) LIMITED
Address for Service 750 Lakeshore Boulevard East
Toronto, ON M4M 3M3
Attention: President

I, Marco Mancini, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

The land registrar is authorized to delete the notice on the consent of the following party(ies) URBACON PROPERTIES LIMITED and BARKER BUSINESS PARK (PHASE II) LIMITED

Schedule: See Schedules

The registration of this document is not prohibited by registration YR1401821 registered on 2009/11/09 .

Signed By

Abraham Costin Box 48 Suite 5300, TD Bank Tower acting for Signed 2010 11 29
Toronto Applicant(s)
M5K 1E6

Tel 4163621812
Fax 4168680673

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MCCARTHY TETRAULT LLP Box 48 Suite 5300, TD Bank Tower 2010 11 29
Toronto
M5K 1E6

Submitted By

Tel 4163621812

Fax 4168680673

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

Statement 61

The registration of this document is not prohibited by registration YR1285255 registered
2009/02/11

COST SHARING AGREEMENT

THIS AGREEMENT is made as of the 31st day of October, 2010,

B E T W E E N:

URBACON PROPERTIES LIMITED
("Urbacon")

- and -

BARKER BUSINESS PARK (PHASE II) LIMITED
("Barker")

WHEREAS:

A. Urbacon is the owner of the lands and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York, and legally described in *Schedule "A"* attached hereto (the "Urbacon Lands");

B. Barker is the owner of the lands and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York, and legally described in *Schedule "B"* attached hereto (the "Barker Lands");

C. A private service road (the "Service Road") consists of part of the Urbacon Lands (the "Urbacon Service Road Lands") and part of the Barker Lands (the "Barker Service Road Lands"), which service road lands are legally described in *Schedule "C"* attached hereto (collectively, the "Service Road Lands");

D. An easement providing Urbacon with access to the Barker Service Road Lands has been registered on title to the Barker Lands as Instrument No. YR1428697 (the "Urbacon Easement");

E. Easements providing Barker with access to the Urbacon Service Road Lands have been registered on title to the Urbacon Lands as Instrument Nos. YR1428710 and YR1428700 (collectively, the "Barker Easement");

F. The parties hereto wish to, among other things, provide for the sharing of the costs and the expenses of the management, maintenance, repair, restoration, replacement and reconstruction of the Service Road; and

G. Urbacon and Barker have further agreed that Urbacon will undertake to coordinate and supervise the Maintenance Obligations (as herein defined) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Ten Dollars (\$10.00) now paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. Each of the parties hereto acknowledges and agrees that the above recitals are true and correct in every respect.

2. **Definitions**. The following terms shall have, for all purposes of this Agreement, the following meanings:

“Assignee” has the meaning given to it in Section 11(b) of this Agreement;

“Assignment Agreement” has the meaning given to it in Section 11(b) of this Agreement;

“Barker Easement” has the meaning given to it in Recital E of this Agreement;

“Barker Lands” has the meaning given to it in Recital B of this Agreement, together with all buildings, structures appurtenances and fixtures located or to be located thereon;

“Barker Lands Owner” mean the registered owner from time to time of the fee simple interest in the Barker Lands, its successors and assigns;

“Barker Service Road Lands” has the meaning given to it in Recital C of this Agreement;

“Business Day” means a day which is not a Saturday, Sunday or statutory holiday in the Province of Ontario;

“Buyer” has the meaning given to it in Section 11(c) of this Agreement;

“Certificate of Compliance” has the meaning given to it in Section 10 of this Agreement;

“Easements” means, collectively, the Urbacon Easement and the Barker Easement;

“Governmental Authority” means any government agency, board, branch or department, administrative board, or other governmental authority, whether provincial or municipal, having or claiming jurisdiction over the Lands, including the Service Road Lands;

“Interim Maintenance Costs” has the meaning given to it in Section 13(b) of this Agreement;

“**Insurance Policy**” has the meaning given to it in Section 9 of this Agreement;

“**Lands**” means, collectively, the Urbacon Lands and the Barker Lands;

“**Maintenance Costs**” has the meaning given to it in Section 5(a) of this Agreement;

“**Maintenance Obligations**” has the meaning given to it in Section 4(b) of this Agreement;

“**Mortgagee Agreement**” has the meaning given to it in Section 11(c) of this Agreement;

“**Non-Selling Owner**” has the meaning given to it in Section 11(b) of this Agreement;

“**Owner**” means either of the Urbacon Lands Owner or the Barker Lands Owner; and “**Owners**” shall mean both of the Owners together;

“**Public Road Sale**” has the meaning given to it in Section 14 of this Agreement;

“**Selling Owner**” has the meaning given to it in Section 11(b) of this Agreement;

“**Service Road**” has the meaning given to it in Recital C of this Agreement, together with all sidewalks, curbs lighting and other improvements servicing or relating to such road;

“**Service Road Lands**” has the meaning given to it in Recital C of this Agreement;

“**Urbacon Easement**” has the meaning given to it in Recital D of this Agreement;

“**Urbacon Lands**” has the meaning given to it in Recital A of this Agreement, together with all buildings, structures appurtenances and fixtures located or to be located thereon;

“**Urbacon Lands Owner**” means the registered owner from time to time of the fee simple interest in the Urbacon Lands, its successors and assigns; and

“**Urbacon Service Road Lands**” has the meaning given to it in Recital C of this Agreement.

3. **Continuing Rights.** The Owners acknowledge, covenant and agree that: (a) the Service Road is of fundamental importance to the Lands as a means of access to and from the Lands; and (b) the Service Road may be used by the Owners and their tenants and other occupants at any and all times for the purposes of, among other things, access, ingress and egress to the business operations of the Owners and their tenants and other occupants being conducted on and from the Lands.

4. **Maintenance and Repair Obligations.**

(a) ***Urbacon Lands Owner to Maintain.*** Subject to the Urbacon Land Owner’s right contained in Section 4(d) of this Agreement, the Urbacon Lands Owner shall, at

the expense of the Owners as provided for in this Agreement, keep the Service Road in a good state of repair and shall undertake all management, maintenance, repair, restoration and reconstruction in respect of the Service Road.

- (b) ***Maintenance Obligations.*** Notwithstanding anything to the contrary contained in this Agreement, the management, maintenance, repair, restoration and reconstruction obligations of the Urbacon Lands Owner with respect to the Service Road shall include: (i) salting and sanding, as necessary; (ii) snow and ice removal; (iii) line painting; (iv) periodic surfacing and resurfacing; (v) lighting; (vi) removal of garbage and debris; (vii) landscaping; (viii) replacement or all or part of the Service Road, as necessary; (ix) upgrading the Service Road so as to comply with all requirements of Governmental Authorities and applicable law; (x) insuring the Service Road as contemplated in Section 9 of this Agreement; (xi) repair and replacement of the road base; and (xii) repair, replacement and maintenance of all utilities and other services which run under the Service Road (including, without limitation, gas lines, communications lines and sewers), all to a first class standard and as is in keeping with all present and future applicable municipal by-laws and standards (collectively, the "**Maintenance Obligations**").
- (c) ***Failure to Perform.*** If the Urbacon Lands Owner fails to perform or cause to be performed the Maintenance Obligations so as to permit the exercise and enjoyment of the easements and rights-of-way granted in respect of the Service Road, including without limitation, the Easements, the Barker Lands Owner may notify the Urbacon Lands Owner of such failure and the Urbacon Lands Owner shall rectify such failure within forty-eight (48) hours of receipt of such notice. If the Urbacon Lands Owner fails to rectify such failure within such forty-eight (48) hour period, or in the case of an emergency, the Barker Lands Owner may carry out such work on the Service Road as may be reasonably required to rectify such failure and permit its exercise and enjoyment of such easements and rights-of-way granted in respect of the Service Road, including without limitation, the Easements.
- (d) ***Carrying out of the Work.*** Notwithstanding anything to the contrary contained in this Agreement, the Urbacon Lands Owner shall have the right, but not the obligation, to contract with or otherwise appoint a third party, including any tenant of the Urbacon Lands, to carry out and perform all of the Maintenance Obligations for and on behalf of the Urbacon Lands Owner.

5. **Costs of Maintenance Obligations.**

- (a) ***Costs of Maintenance Obligations Shared Equally.*** Each Owner shall be responsible for fifty percent (50%) of the costs and expenses in respect of the Maintenance Obligations (the "**Maintenance Costs**"). The Owners agree that the Maintenance Costs shall include: (i) all costs, charges and expenses incurred by the Urbacon Lands Owner (or the contractor in charge of maintenance from time to time), in accordance with the approved budget as set out in Section 5(b), in

relation to the Maintenance Obligations, including all amounts paid to carry out the Maintenance Obligations and insurance required to be maintained hereunder; (ii) subject to the approval of the Urbacon Lands Owner and the Barker Lands Owner, all unbudgeted costs; and (iii) all sales taxes applicable to any of the costs referred to in (i) or (ii), including, without limitation, HST payable thereon.

- (b) ***Payment of Maintenance Costs.*** Notwithstanding Section 5(a) of this Agreement, the Urbacon Lands Owner shall pay all Maintenance Costs up to the date on which any construction/development work is commenced on the Barker Lands.
- (c) ***Budget for Maintenance Obligations.*** The Urbacon Lands Owner shall, on an annual basis, prepare a draft budget for the Maintenance Obligations and provide a copy to the Barker Lands Owner. The Barker Lands Owner shall have fifteen (15) Business Days to review the draft budget and object to such budget by written notice to the Urbacon Lands Owner. Any such objection by the Barker Lands Owner shall include the reasons for such objection. If the Barker Lands Owner does not object to such budget in writing within such fifteen (15) day period, the draft budget prepared by the Urbacon Lands Owner shall be deemed to have been approved by the Barker Lands Owner. If the Barker Lands Owner provides a written objection to such draft budget within such fifteen (15) day period, the Urbacon Lands Owner shall either revise the budget accordingly or obtain at least three (3) competitive quotations from contractors qualified to carry out the Maintenance Obligations and shall award the contract for the Maintenance Obligations to the contractor that submitted the lowest quotation. Each of the Owners will be permitted to submit one qualified contractor's name for the bidding process referred to in this Section 5(c).
- (d) ***Invoices.*** The Urbacon Lands Owner will provide to the Barker Lands Owner copies of any invoices it receives in respect of the Maintenance Costs, together with any available backup documentation.
- (e) ***Records.*** The Urbacon Lands Owner shall cause to be kept full and accurate records and accounts relating to all Maintenance Costs in accordance with generally accepted accounting principles applied in a consistent manner. The Barker Lands Owner shall have the right to inspect all such records and accounts, to make copies thereof, and to take extracts therefrom at any time during normal business hours.
- (f) ***Administration.*** Subject to Section 5(c), all decisions relating to the Maintenance Obligations shall be made by the Urbacon Lands Owner, acting reasonably, provided that the Urbacon Lands Owner is required to comply with the provisions of this Agreement, including, without limitation, Section 4(a) hereof, at all times while this Agreement is in force.

- (g) **Payment Procedure.** The Urbacon Lands Owner shall deliver to the Barker Lands Owner written notice requesting payment of the Barker Lands Owner's fifty percent (50%) share of the Maintenance Costs (the "Payment Request"), within forty-five (45) days of incurring such costs, which Payment Request shall expressly state the amount to be paid by the Barker Lands Owner. The Barker Lands Owner shall pay to the Urbacon Lands Owner, within thirty (30) days of receiving the Payment Request, the full amount of the Barker Land Owner's share of the Maintenance Costs as detailed in the Payment Request.
 - (h) **Damaging Party Liable.** Notwithstanding anything to the contrary contained in this Agreement, in the event that damage is caused to the Service Road by an Owner or any of its tenants, subtenants, employees, servants, agents, workers, contractors, occupants, customers, invitees or other persons for whom such Owner is in law responsible, such Owner shall be fully responsible for all costs and expenses incurred in connection with the repair of such damage, such cost to be paid from time to time as the work proceeds in accordance with invoices submitted to such Owner, such payments to be made promptly upon receipt of any such invoice. Notwithstanding that the Owner causing such damage shall be responsible for the costs of repairing such damage, the Urbacon Lands Owner shall be responsible for carrying out or causing to be carried out the work required to repair the damage caused by such Owner.
 - (i) **Unpaid Amounts.** If the Barker Lands Owner fails to pay when due its share of the Maintenance Costs it is required to pay pursuant to this Agreement, the unpaid amount shall bear interest at the rate of 3% per annum above the prime rate established by the Canadian Imperial Bank of Commerce for loans made to its commercial customers.
 - (j) **Warrantied Work.** If any work to be carried out as part of the Maintenance Obligations is covered by any warranty or warranties in favour of either of the Owners, such Owner having the warranty or warranty in its favour shall arrange for such work to be carried out pursuant to the terms of such warranty or warranties and neither of the Owners shall be responsible for payment to the other Owner of any amounts relating to such work.
6. **Covenants.** Each Owner hereby covenants and agrees for itself, and its successors and assigns, that:
- (a) it shall comply with all statutes and the by-laws, rules, regulations and orders of every Governmental Authority or other competent authority having jurisdiction relating in any manner to the exercise of any of the rights granted in this Agreement or otherwise relating to the parts of the Service Road situate on such Owner's Lands; provided that, subject to this provisions of this Agreement, the Urbacon Lands Owner shall always be responsible for maintaining, repairing and replacing the Service Road so that the Service Road complies with the requirements of Governmental Authorities and applicable law; and

- (b) it shall not do or permit any person for whom it is in law responsible to do any act on or with respect to the Service Road whereby the Service Road or any part thereof are not in as good a condition as they are as at the date of this Agreement.

7. **Restrictions on Construction.** Each of the Owners agrees that no construction and/or construction related personnel, contractors, agents, invitees, vehicles, materials and/or equipment shall at any time be permitted to transverse, pass over, have access to and/or make use of the parts of the Service Road on such Owner's Lands without the prior written consent of the other Owner, which consent may be granted or withheld in the sole discretion of such Owner. Notwithstanding the foregoing, if an Owner is unable to access its Lands for construction except over the Service Road, such Owner first having made reasonable commercial efforts to find an alternate access route, such Owner may use the Service Road for construction personnel and equipment. If such Owner so uses the Service Road, it will, at its sole cost and expense, maintain, clean and repair the Service Road for the duration of such use. Furthermore, if dust on the Service Road becomes problematic due to such construction related use, in the other Owner's reasonable opinion, such Owner shall promptly employ standard dust mitigation techniques, such as watering the Service Road, so as to minimize such undue dust from the construction traffic on the Service Road.

8. **Indemnity.** Each Owner covenants for itself, and its successors and assigns, at its sole cost and expense, to protect, defend, indemnify and save harmless the other Owner, its successors and assigns, and their respective officers, directors, employees, servants, agents, tenants, subtenants and other lawful occupiers of their respective Lands (collectively, the "**Indemnified Parties**") from and against any and all losses, damages (direct, indirect, consequential or otherwise), injuries, costs (including, without limitation, legal fees and other professional fees and disbursements), charges, expenses, debts, interest, fines, penalties, liabilities, responsibilities, obligations, claims, demands, complaints, causes of action, legal actions, legal proceedings, judgments, orders (court, administrative or otherwise) and payments of any nature or kind whatsoever, whether known or unknown, and whether accrued, actual, contingent or otherwise, which the Indemnified Parties, or any one of them, suffer or incur, or which may be brought or commenced against the Indemnified Parties, or any one of them, arising out of or in any way in connection with: (i) the use of the Service Road as herein provided by the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, or those for whom they are in law responsible; (ii) any breach, violation or non-performance by the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, of any of their covenants, obligations or agreements hereunder; (iii) any violation or alleged violation by the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, or those for whom they are in law responsible, of any statutes, by-laws, rules, regulations or orders which are applicable to the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, in connection with the use of the Service Road; (iv) any wrongful or negligent act or omission of the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, their employees, agents, and contractors or those from whom they are in law responsible, in connection with the use of the Service Road as herein provided; (v) any damage to the parts of the Service Road situate on the other Owner's Lands or any personal property thereon owned by the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, or others howsoever occasioned and arising out of an event caused

directly or indirectly by the negligence and/or recklessness of the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, or those for whom they are in law responsible; or (vi) any personal or bodily injury to any person or persons, including death resulting at any time therefrom, howsoever occasioned, caused directly or indirectly by the negligence and/or recklessness of the Urbacon Lands Owner or the Barker Lands Owner, as the case may be, or those for whom they are in law responsible.

9. **Insurance.**

- (a) The Urbacon Lands Owner covenants and agrees to take out and maintain the following insurance policies (the "**Insurance Policy**"), in respect of this Agreement and the use by the Urbacon Lands Owner and the Barker Lands Owner, and their respective tenants, subtenants and other lawful occupiers of its Lands of the Service Road the cost of which will be included in Maintenance Costs:
 - (i) Comprehensive public liability and property damage insurance, and insurance against the liability of the Urbacon Lands Owner and the Barker Lands Owner resulting from a breach of duty as occupier of the Service Road, or from any activities or operations of the Urbacon Lands Owner or the Barker Lands Owner, or their respective employees and such other persons for whom each is in law responsible, on the Service Road, insuring the liability from time to time of the Urbacon Lands Owner as named insured and the Barker Lands Owner as additional insured, with coverage limit of not less than \$5,000,000 for any one occurrence and without rights of subrogation as against the Urbacon Lands Owner and the Barker Lands Owner, their respective directors, officers, agents, employees and servants. Every policy of insurance referred to in this Section 9(a)(i) shall show the Barker Lands Owner as an additional insured. Provided further that every policy or policies of insurance providing for the above-mentioned insurance shall provide for suitable cross-liability and severability of interest, and that such policy or policies shall be fully exhausted before calling into contribution any insurance available to the other Owner.
- (b) The Insurance Policy shall contain an agreement by the insurer to the effect that it will not cancel or alter or refuse to renew such policy or policies prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of condition, or otherwise, except after delivery of thirty (30) days' prior written notice to each of the Owners. The Urbacon Lands Owner shall deliver to the Barker Lands Owner, promptly on request, a certificate or certificates of insurance evidencing the existence of all such insurance coverage at all times.

10. **Certificate of Compliance.**

- (a) Each Owner at any time and from time to time during the term of this Agreement, within ten (10) days after written request by the other Owner, any mortgagee of any Lands (or any part thereof) or any potential purchaser or mortgagee of any Lands (or any part thereof) shall execute and deliver to the requesting party a certificate (a "**Certificate of Compliance**"), a form of which will be provided by the requesting party, stating:
 - (i) this Agreement is unmodified and in full force and effect, or if there has been any modification, that this Agreement is in full force and effect, as modified, and describing the modification;
 - (ii) whether or not there is any existing default under this Agreement by any party and if there is any such default, specifying the nature and extent thereof;
 - (iii) whether or not the Owner has performed or caused to be performed, or is then performing or causing to be performed, any maintenance or other work not in the normal course of operation of the Service Road, the cost of which the Owner is or will be entitled to charge in whole or in part to the other Owner but has not yet been so charged and if there be any such maintenance or other work, specifying the nature and extent thereof; and
 - (iv) the current addresses to which notices given to the Owner are required to be delivered under Section 15(g) of this Agreement.
- (b) Any Certificate of Compliance may be pleaded and shall be a complete defence by the person requesting and receiving same to any action brought on a claim that is inconsistent with the facts therein set forth.
- (c) Either of the Owners shall be entitled to a Certificate of Compliance from the other Owner at no cost or expense.

11. **Binding Effect of Agreement.**

- (a) ***Successors and Assigns.*** The provisions of this Agreement are intended to run with the Lands benefitted and burdened thereby and shall be binding upon and enure to the benefit of the Owners and their respective successors-in-title.
- (b) ***Sale, Transfer or Conveyance and Release From Obligations.*** Each Owner covenants and agrees that it shall not sell, transfer or convey its Lands or any part thereof unless it shall first cause the purchaser thereof (the "**Assignee**") to enter into and deliver an agreement (the "**Assignment Agreement**") substantially in the form attached as ***Schedule "E"*** hereto whereby it shall assume the burden of the covenants, obligations and liabilities imposed pursuant to this Agreement upon

the Owner selling, transferring or conveying its Lands (the "**Selling Owner**") including the provisions of this Section 11(b) with respect to such Lands. This negative covenant shall run with and bind each Owner's Lands and shall benefit the other Owner's Lands. The Barker Lands Owner covenants that it shall not complete any such sale, transfer or conveyance without first paying to the Urbacon Lands Owner all Maintenance Costs for which it is responsible pursuant to this Agreement up to the date of completion of such sale, transfer or conveyance. This negative covenant of the Barker Lands Owner shall run with and bind the Barker Lands and shall benefit the Urbacon Lands. Any sale, transfer or conveyance in contravention of the foregoing shall be null and void. Upon: (i) the execution and delivery to the other Owner (the "**Non-Selling Owner**") of a binding Assignment Agreement; (ii) completion of such sale, transfer or conveyance; and (iii) if the Selling Owner is the Barker Lands Owner, payment by the Barker Lands Owner to the Urbacon Lands Owner of all Maintenance Costs for which it is responsible for pursuant to this Agreement up to the date of such sale, transfer or conveyance, the Selling Owner shall be released and discharged from any of its liabilities and obligations hereunder as Owner with respect to the Lands which are so transferred arising on or subsequent to the date of execution of the Assignment Agreement. The Selling Owner shall not be released or discharged from any of the liabilities and obligations it bears pursuant to this Agreement as Owner of such Lands sold, transferred or conveyed until such time as: (iv) the Assignment Agreement shall be duly executed by all the signatories to it; (v) the fully executed Assignment Agreement is delivered to the Non-Selling Owner; and (vi) if the Selling Owner is the Barker Lands Owner, the Barker Lands Owner has paid to the Urbacon Lands Owner all Maintenance Costs which it is responsible pursuant to this Agreement for up to the date of such sale, transfer or conveyance.

- (c) **Mortgagee Agreement.** Each Owner covenants and agrees that prior to entering into any mortgage or charge of its Lands, it will cause the mortgagee or chargee to enter into an agreement (the "**Mortgagee Agreement**") substantially in the form attached as *Schedule "F"* hereto with the Owners of the Lands requiring that during the period of time it is a mortgagee in possession or owner of all or any part of the Lands it shall be bound by and observe the covenants, obligations and provisions of this Agreement in respect of the obligations that arise during such period of time as though it were an Owner hereunder in respect of such Lands, and that it shall not assign or otherwise transfer its mortgage or charge to a third person unless such third person enters into an agreement with the Owners of the Lands on the same terms and provisions as are contained in the Mortgagee Agreement. Said mortgagee shall further covenant and agree therein that it shall not transfer the Lands or any part thereof to a third person (a "**Buyer**") pursuant to its rights under its charge without complying with Section 11(b) of this Agreement.

- (d) ***Reciprocal Benefit and Burden.*** The parties hereto expressly declare their mutual intention and agreement that the principles of reciprocal benefit and burden shall apply to their relationship, and as such, the parties hereby acknowledge and agree that the rights and privileges set forth in this Agreement establish a basis for the mutual and reciprocal use and enjoyment of the Service Road. As integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of the Service Road, and the rights and privileges set forth in this Agreement, each Owner hereby accepts and covenants and agrees to be bound by each and every covenant contained in this Agreement, subject to any provision of this Agreement to the contrary. The parties hereby confirm the grant and reservation of the Easements, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Owner hereby accepts and covenants to assume the burdens and obligations imposed upon it pursuant to the Easements.

12. **Termination of Agreement.**

- (a) Except as otherwise provided by this Agreement, the rights and obligations of the parties to this Agreement shall be incapable of termination or modification other than by a written instrument to that effect executed by all of the Owners.
- (b) Notwithstanding the termination of this Agreement or any rights or obligations hereunder, if at the time of such termination, any Owner shall be obligated to pay any sum of money pursuant to the provisions of this Agreement to the other Owner, such obligation shall not be extinguished until such sum of money, together with interest accruing thereon, has been paid.

13. **Arbitration.**

- (a) In the event of any dispute under this Agreement which is not resolved in accordance therewith or by negotiation between the Owners within fourteen (14) days of the dispute or difference arising, then in such event the Owners shall arbitrate the dispute or differences. The arbitration will be conducted by a single, qualified, experienced arbitrator, appointed jointly by the Owners, each acting reasonably. If the Owners are unable to agree on a single arbitrator, then either the Urbacon Lands Owner or the Barker Lands Owner shall be entitled to make application to the Ontario Superior Court of Justice pursuant to the provisions of the *Arbitration Act, 1991* (Ontario) as amended from time to time, or any successor statute thereof, for selection of a single arbitrator, and the provisions of the *Arbitration Act, 1991* (Ontario) as amended from time to time, or any successor statute thereof shall govern such selection. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991* (Ontario) as amended from time to time, or any successor statute thereof, in force at the time of such dispute, difference or question. The decision of the arbitrator shall be final and binding upon all the parties to such dispute, difference or

question, and there shall be no appeal therefrom. The prevailing party shall, subject to the arbitrator's discretion, be entitled to an award of arbitration costs.

- (b) In the event of any dispute between the Owners relating to the Maintenance Obligations or the Maintenance Costs, the Owners agree that it is paramount that the Maintenance Obligations be carried out as required pursuant to the provisions of this Agreement. The Owners therefore agree that in the event any such dispute is not resolved promptly, the Urbacon Lands Owner shall take all steps and shall incur such costs, charges and expenses as many be required or necessary for the proper performance of the Maintenance Obligations (the "**Interim Maintenance Costs**") pending settlement of the dispute. The Interim Maintenance Costs shall be shared and paid on the same basis as the Maintenance Costs.

14. **Public Road.** At its option and in its sole discretion, either Owner may sell, transfer, convey or donate (any of the foregoing being referred to in this Section 14 as a "**Public Road Sale**") the part of the Service Road which it owns to the Town of Richmond Hill or other applicable Governmental Authority, but only if such part of the Service Road will become a public highway and assumed by the Town or Richmond Hill or other applicable Governmental Entity. An Owner shall not be required to comply with the provisions of Section 11(b) of this Agreement in respect of any such Public Road Sale. Each Owner hereby consents to any such Public Road Sale, and covenants and agrees to execute such documents and do such other acts and things as may be required in order to effect such Public Road Sale, and its conversion to a public highway, and (provided, if the selling Owner is the Barker Lands Owner, all Maintenance Costs owed by the Barker Lands Owner have been paid to the Urbacon Lands Owner in full) in connection with the release and discharge of this Agreement and the Easements, as required. It is understood and agreed that each of the Owners shall continue to responsible for their respective Maintenance Costs under this Agreement until such time as the applicable Governmental Authority assumes and becomes responsible for all costs and expenses relating to the Service Road or part thereof which is the subject of the Public Road Sale. The parties agree that if the entire Service Road is the subject to a Public Road Sale, this Agreement shall be terminated, null and void and of no further force or effect; provided that each Owner shall be responsible to pay to the other Owner any sums it is required to pay to such other Owner pursuant to the provisions of this Agreement.

15. **Miscellaneous.**

- (a) **Gender and Number.** In this Agreement all words and personal pronouns relating to those words shall be read and construed as the number and gender of the party or parties referred to in each case require, the verb agreeing with the required word or pronoun.
- (b) **Currency.** All payments required to be paid from any party or parties to any other party or parties pursuant to this Agreement shall be paid in Canadian dollars.
- (c) **Headings.** The headings of the Sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

- (d) **Applicable Law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein.
- (e) **Time Periods.** When calculating the period of time within which or following which any act is to be done or steps taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next Business Day.
- (f) **Invalidity.** Save and except for any provisions or covenants contained herein which are fundamental to the subject matter of this Agreement, if any provision or covenant in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, but such part shall be fully severable, and this Agreement shall be construed and enforced as if such invalid or unenforceable part had never been inserted herein. The parties to this Agreement hereby agree that they would have signed this Agreement without such invalid or unenforceable part included herein.
- (g) **Notices.** Any notice or other communication required or permitted to be given by this Agreement shall be in writing and shall be effectively given if: (i) delivered personally; (ii) sent by prepaid courier service; (iii) sent by registered mail; or (iv) sent by facsimile transmission:

to Urbacon at:

750 Lakeshore Boulevard East
Toronto, ON M4M 3M3

Attention: President
Fax No.: (416) 865-1629

and to Barker at:

750 Lakeshore Boulevard East
Toronto, ON M4M 3M3

Attention: President
Fax No.: (416) 865-1629

or at such other address as the party to whom such notice or other communication is to be given shall have advised the party giving same in the manner provided in this Section 15(g). Any notice or other communication delivered personally or by prepaid courier service shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business

Day such notice or other communication shall be deemed to have been given and received on the next following Business Day. Any notice or other communication sent by registered mail shall be deemed to have been given and received on the third (3rd) Business Day following the date of mailing. Any notice or other communication transmitted by facsimile shall be deemed to have been given and received on the day of its successful transmission and receipt provided that such day is a Business Day and such transmission is completed before 5:00 p.m. on such day, failing which such notice or other communication shall be deemed to have been given and received on the first (1st) Business Day after its transmission. Notwithstanding the foregoing, if there is a mail stoppage or labour dispute or threatened labour dispute which has affected or could affect normal mail delivery by Canada Post, then no notice or other communication may be delivered by registered mail. In all cases, the sending party must endeavour to ensure, acting reasonably, that the receiving party has actually received any such notice.

- (h) ***Time of the Essence.*** Time shall be of the essence in all respects of this Agreement.
- (i) ***Force Majeure.*** Notwithstanding anything to the contrary contained in this Agreement, if either party is *bona fide* delayed or hindered in or prevented from the performance of any term, covenant or act required to be performed hereunder by reason of strikes, walkouts, labour troubles, inability to procure materials or services, power failures, restrictive governmental laws or regulations or the orders or directions of any Governmental Authority, riots, insurrections, war, sabotage, rebellion or acts of God, none of which is the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, and provided that such party gives written notice to the other party within two (2) Business Days of the commencement of such delay or hindrance, then the performance of such term, covenant or act shall be excused for the period of the delay. Upon the reason for the delay being rectified, the party so delayed shall thereafter perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay. Nothing in this Section 15(i), however, excuses a delay caused by a lack of funds or other financial circumstances of any party or excuses any party from making payment pursuant to the provisions of this Agreement when same is due and payable. Any reference in this Agreement to an event of force majeure shall mean an event contemplated in this Section 15(i).
- (j) ***Waiver.*** No waiver of a breach or any of the covenants of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

(k) **Further Assurances.** The parties hereto covenant and agree to, with reasonable diligence, execute such further assurances and do such other acts and things in connection with this Agreement, from time to time and at all times hereafter upon written request to do so, as may be required to give effect to the provisions of this Agreement, including without limitation all documentation necessary to effect the registration of this Agreement against the Lands.

16. **Postponements.** This Agreement shall rank in priority to all current and future registered mortgages of the Urbacon Lands and the Barker Lands.

IN WITNESS WHEREOF the parties have executed this Agreement.

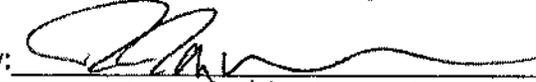
URBACON PROPERTIES LIMITED

By: 
Name: MARCO MANCINI
Title: PRESIDENT

By: _____
Name:
Title:

I/We have authority to bind the corporation

**BARKER BUSINESS PARK (PHASE II)
LIMITED**

By: 
Name: MARCO MANCINI
Title: PRESIDENT

By: _____
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "A"

URBACON LANDS

Firstly:

PIN 70004-2278 (LT): Part of Block 3 on Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York;

SUBJECT TO an easement in gross over Part 20 on Plan 65R-31991 as in YR1411531;

SUBJECT TO an easement in gross over Parts 17, 20, 23 and 24 on Plan 65R-31991 as in YR1411544;

SUBJECT TO an easement in gross over Parts 1, 2, 3 and 4 on Plan 65R-31923 as in YR1387314;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 7, 10, 13 and 14 on Plan 65R-31991 as in YR1428694;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 9, 10, 11 and 15 on Plan 65R-31991 as in YR1428697;

SUBJECT TO an easement in over Parts 17 and 20 on Plan 65R-31991 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 6 to 15 and 22 as in YR1428710.

Secondly:

PIN 70004-2219 (LT): Block 4 on Plan 65M-4114, Town of Richmond Hill, Regional Municipality of York;

SUBJECT TO an easement in gross over Part 1 on Plan 65R-31470 as in YR1285031;

SUBJECT TO an easement over Part 1 on Plan 65R-31470 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 6 to 15 and 22 on Plan 65R-31991 as in YR1428700;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 9, 10, 11 and 15 on Plan 65R-31991 as in YR1428697.

SCHEDULE "B"

BARKER LANDS

PIN 70004-2279 (LT): Part of Block 3 on Plan 65M-4146, designated as Parts 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 22 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York;

SUBJECT TO an easement in gross over Parts 9, 10, 11, 12, 13 and 15 on Plan 65R-31991 as in YR1411544;

TOGETHER WITH an easement over Part of Block 4 on Plan 65M-4114, being Part 1 on Plan 65R-31470 as in YR1428700;

SUBJECT TO an easement over Parts 7, 10, 13 and 14 on Plan 65R-31991 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24 on Plan 65R-31991 as in YR1428694;

SUBJECT TO an easement over Parts 9, 10, 11 and 15 on Plan 65R-31991 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 16 to 21, 23 and 24 on Plan 65R-31991 as in YR1428697;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 17 and 20 on Plan 65R-31991 as in YR1428710.

SCHEDULE "C"

SERVICE ROAD LANDS

Firstly:

Part of PIN 70004-2278 (LT) - Part of Block 3 on Plan 65M-4146, designated as Parts 17 and 20 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York

Secondly:

Part of PIN 70004-2279 (LT) - Part of Block 3 on Plan 65M-4146, designated as Parts 9, 10, 11 and 15 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York

Thirdly:

Part of PIN 70004-2219 (LT): Part of Block 4 on Plan 65M-4114, designated as Part 1 on Plan 65R-31470, Town of Richmond Hill, Regional Municipality of York

SCHEDULE "D"

INTENTIONALLY DELETED

SCHEDULE "E"

FORM OF ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of the [•] day of [•], 20[•]

B E T W E E N:

[•]
(the "Assignor")

- and -

[•]
(the "Assignee")

- and -

[•]
(the "Non-Selling Owner")

WHEREAS:

- A. The Assignor is the owner of the Lands;
- B. The Assignor is transferring the Lands to the Assignee; and
- C. Pursuant to the provisions of the Cost Sharing Agreement, the Assignor and the Assignee are required to enter into this Agreement to confirm that the Assignee shall be responsible for all covenants, obligations and liabilities of the Assignor under the Cost Sharing Agreement from and after the date of this Agreement.

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Ten Dollars (\$10.00) now paid by each party to the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.**

- (a) In this Agreement, the following terms shall have the following meanings:

"Cost Sharing Agreement" means the cost sharing agreement made as of the [•] day of [•], 2010 between Urbacon Properties Limited and Barker Business Park (Phase II) Limited; and

“Lands” means those lands and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and legally described in *Schedule “A”* attached hereto.

- (b) Capitalized terms used but not defined in this Agreement shall have the same meanings as are given to them in the Cost Sharing Agreement.
2. **Assignment of Cost Sharing Agreement.** The Assignor hereby absolutely and unconditionally assigns, transfers and sets over unto the Assignee, all of the Assignor’s right, title and interest in, to and under the Cost Sharing Agreement, including all covenants, obligations and liabilities of the Assignor contained in the Cost Sharing Agreement.
 3. **Assumption of Cost Sharing Agreement.** The Assignee hereby accepts the assignments contained in Section 2 hereof and hereby assumes any and all of the respective covenants, obligations and liabilities of the Assignor under the Cost Sharing Agreement arising from and after the date hereof.
 4. **Covenant of Assignee.** The Assignee covenants and agrees that from and after the date of this Agreement, it shall be bound by and observe the covenants, obligations and provisions of the Cost Sharing Agreement as an Owner of the Lands as if it were an original signatory to the Cost Sharing Agreement.
 5. **Non-Selling Owner.** The Non-Selling Owner is party to this Agreement solely to enable the Non-Selling Owner to rely on and enforce the covenants of the Assignee contained in this Agreement.
 6. **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
 7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.
 8. **Counterparts.** This Agreement may be executed in several counterparts and by facsimile or other form of electronic transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document.
 9. **Further Assurances.** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.
 10. **Headings, Extended Meanings.** The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural

and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

IN WITNESS WHEREOF the parties have executed this Agreement.

[ASSIGNOR]

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation

[ASSIGNEE]

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation

[NON-SELLING OWNER]

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation

SCHEDULE "F"

FORM OF MORTGAGEE AGREEMENT

THIS AGREEMENT is made as of the [•] day of [•], 20[•]

B E T W E E N:

[•]
(the "**Chargee**")

- and -

[•]
(the "**Charging Owner**")

- and -

[•]
(the "**Non-Charging Owner**")

WHEREAS:

- A. The Charging Owner is the owner of the Lands;
- B. The Charging Owner is granting the Charge to the Chargee; and
- C. Pursuant to the provisions of the Cost Sharing Agreement, the parties hereto are required to execute and deliver this Agreement prior to the Charging Owner granting the Charge to the Chargee.

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Ten Dollars (\$10.00) now paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.**

- (a) In this Agreement, the following terms shall have the following meanings:

"**Charge**" means the charge/mortgage of land given by the Charging Owner to the Chargee and registered against title to the Lands as Instrument No. [•] on [•], 20[•], together with all other encumbrances serving as additional security in respect of such charge.

“**Cost Sharing Agreement**” means the cost sharing agreement made as of the [●] day of [●], 2010 between Urbacon Properties Limited and Barker Business Park (Phase II) Limited; and

“**Lands**” means those lands and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and legally described in *Schedule “A”* attached hereto.

- (b) Capitalized terms used but not defined in this Agreement shall have the same meanings as are given to them in the Cost Sharing Agreement.

2. **Covenant of Chargee.** The Chargee covenants and agrees that so long as the Chargee is the owner of the Lands or any part or parts thereof or for the period the Chargee is in possession of the Lands or any part or parts thereof after it gives notice in writing to the other parties hereto that it is going into possession of the Lands or any part or parts thereof, it shall be bound by and observe the covenants, obligations and provisions of the Cost Sharing Agreement as if it were an original signatory thereto.

3. **Assignment of the Charge or Sale of the Lands by the Chargee.**

- (a) The Chargee covenants and agrees that it shall not assign or otherwise transfer the Charge to a third party unless such third party enters into an agreement with the Owners on the same terms and provisions as are contained in this Agreement.
- (b) The Chargee further covenants and agrees that it shall not transfer all or any part or parts of the Lands to a third party pursuant to its rights under the Charge without complying with Section 11(b) of the Cost Sharing Agreement.

4. **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

5. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

6. **Counterparts.** This Agreement may be executed in several counterparts and by facsimile or other form of electronic transmission of an originally executed document, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same document.

7. **Further Assurances.** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

8. **Headings, Extended Meanings.** The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

IN WITNESS WHEREOF the parties have executed this Agreement.

[CHARGE]

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation

[CHARGING OWNER]

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the corporation

[NON-CHARGING OWNER]

By: _____

Name:

Title:

By: _____

Name:

Title:

I/We have authority to bind the corporation

Properties

PIN 70004 – 2248 LT *Interest/Estate* Easement Add Easement
Description SERVICENT LANDS: PART OF BLOCK 3, PLAN 65M4146,
 DESIGNATED AS PARTS 9, 10, 11 AND 15, PLAN 65R-31991,
 TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

 DOMINANT LANDS: PART OF PIN 70004 – 2248, BEING PART OF BLOCK 3,
 PLAN 65M-4146, DESIGNATED AS PARTS 16, 17, 18, 19, 20, 21, 23 AND
 24, PLAN 65R-31991; AND
 PIN 70004 – 2219, BEING BLOCK 4, PLAN 65M-4114,
 TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;
Address RICHMOND HILL

Consideration

Consideration \$0.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name BARKER BUSINESS PARK (PHASE II) LIMITED
Address for Service 750 Lake Shore Boulevard East
 Toronto, Ontario, M4M 3M3
 Urbacon / Barker – private access and
 service easements – BMW Site – File
 SIL200896 (INDEX 4.1.)

I, MARCO MANCINI, PRESIDENT, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
----------------------	-----------------	--------------

<i>Name</i> URBACON PROPERTIES LIMITED		
<i>Address for Service</i> 750 Lake Shore Boulevard East Toronto, Ontario, M4M 3M3		

Statements

The Corporation of the Town of Richmond Hill has consented to the severance herein. See Schedules

Schedule: See Schedules

URBACON PROPERTIES LIMITED, has consented to the registration of this document, subject to the continuance of registration no. YR1401821 registered on 2009/11/09

In accordance with registration YR1401821 registered on 2009/11/09 , the consent of THE CORPORATION OF THE TOWN OF RICHMOND HILL has been obtained for the registration of this document.

Signed By

Daniel Philip Botelho	7501 Keele Street, Ste. 200 Concord L4K 1Y2	acting for Transferor(s)	Signed 2010 01 13
-----------------------	---	-----------------------------	-------------------

Tel 9057602600
 Fax 9057602900

I have the authority to sign and register the document on behalf of the Transferor(s).

Herbert Lewis Wisebrod	7501 Keele Street, Ste. 200 Concord L4K 1Y2	acting for Transferee(s)	Signed 2010 01 13
------------------------	---	-----------------------------	-------------------

Tel 9057602600
 Fax 9057602900

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

BRATTY AND PARTNERS LLP

7501 Keele Street, Ste. 200
Concord
L4K 1Y2

2010 01 13

Tel 9057602600

Fax 9057602900

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$60.00
<i>Provincial Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$60.00

File Number

Transferor Client File Number :

SIL200896- UPL / BBP - PRIV. EASE

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 70004 – 2248 SERVIENT LANDS: PART OF BLOCK 3, PLAN 65M4146,
DESIGNATED AS PARTS 9, 10, 11 AND 15, PLAN 65R-31991,
TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

DOMINANT LANDS: PART OF PIN 70004 – 2248, BEING PART OF
BLOCK 3,
PLAN 65M-4146, DESIGNATED AS PARTS 16, 17, 18, 19, 20, 21, 23
AND
24, PLAN 65R-31991; AND
PIN 70004 – 2219, BEING BLOCK 4, PLAN 65M-4114,
TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

BY: BARKER BUSINESS PARK (PHASE II) LIMITED

TO: URBACON PROPERTIES LIMITED

1. MARCO MANCINI, PRESIDENT

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for URBACON PROPERTIES LIMITED described in paragraph(s) (C) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposed to.
-

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	0.00
(h) VALUE OF ALL CHATTELS –items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	0.00

4.

Explanation for nominal considerations:

s) other: Transfer of access easement for no consideration.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 65 Registration No. YR1428697 Date: 2010/01/13

B. Property(s): PIN 70004 – 2248 Address RICHMOND HILL Assessment –
Roll No

C. Address for Service: 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3

D. (i) Last Conveyance(s): PIN 70004 – 2248 Registration No. YR1428694
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Herbert Lewis Wisebrod
7501 Keele Street, Ste. 200
Concord L4K 1Y2

Additional Property Identifier(s) and/or Other Information

Planning Act, R.S.O. 1990

Form 2
Ont. Reg. 197/96

CERTIFICATE OF OFFICIAL

Under subsection 53(42) of the Planning Act, I certify that the consent of the Committee of Adjustment for the Town of Richmond Hill was given on **December 14, 2009** for the following easements:

(SERVIENT LANDS) for underground storm drainage over Part of Block 3, Plan 65M-4146, designated as Parts 7, 10, 13 and 14, Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York.

(DOMINANT LANDS) Part of Pin 70004-2248, being Part of Block 3, Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24, Plan 65R-31991 and Pin 70004-2219, being Block 4, Plan 65M-4114, Town of Richmond Hill, Regional Municipality of York.

(SERVIENT LANDS) for access over Part of Block 3, Plan 65M-4146, designated as Parts 9, 10, 11 and 15, Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York.

(DOMINANT LANDS) Part of Pin 70004-2248, being Part of Block 3, Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24, Plan 65R-31991 and Pin 70004-2219, being Block 4, Plan 65M-4114, Town of Richmond Hill, Regional Municipality of York.

Dated this 14th day
of **December, 2009**


Official

Consent Application **B033/09**

This form is printed as approved. Any handwritten changes are unauthorized by the signing official.

FOR OFFICE
USE ONLY

SCHEDULE

TERMS:

1. The Transferor transfers to the Transferee, its successors and assigns, its invitees, licencees, employees, customers, contractors, suppliers, agents, servicemen, tenants and all others authorized by the Transferee the free uninterrupted and unobstructed right and easement in perpetuity for pedestrian and vehicular traffic in, over, along and upon the Servient Lands described in the Property Section hereof.

2. The benefit of the right and easement described herein shall be annexed to and run with the Dominant Lands described in the Property Section hereof.

Properties

PIN 70004 – 2219 LT *Interest/Estate* Easement Add Easement

Description SERVIENT LANDS: PART OF BLOCK 4, PLAN 65M4114,
DESIGNATED AS PART 1, PLAN 65R-31470, TOWN OF
RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

DOMINANT LANDS: PART OF PIN 70004 – 2248, BEING PART OF BLOCK 3,
PLAN 65M-4146, DESIGNATED AS PARTS 6 TO 15, BOTH INCL., AND PART 22,
PLAN 65R-31991, TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

Address RICHMOND HILL

Consideration

Consideration \$0.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name URBACON PROPERTIES LIMITED

Address for Service 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3
Urbacon / Barker – private access and
service easements – BMW Site – File
SIL200896 (INDEX 5.1.)

I, MARCO MANCINI, PRESIDENT, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name BARKER BUSINESS PARK (PHASE II) LIMITED

Address for Service 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3

Statements

The Corporation of the Town of Richmond Hill has consented to the severance herein. See Schedules

Schedule: See Schedules

BARKER BUSINESS PARK (PHASE II) LIMITED, has consented to the registration of this document, subject to the continuance of registration no. YR1285255 registered on 2009/02/11

In accordance with registration YR1285255 registered on 2009/02/11 , the consent of THE CORPORATION OF THE TOWN OF RICHMOND HILL has been obtained for the registration of this document.

Signed By

Herbert Lewis Wisebrod 7501 Keele Street, Ste. 200 acting for Signed 2010 01 13
Concord Transferor(s)
L4K 1Y2

Tel 9057602600

Fax 9057602900

I have the authority to sign and register the document on behalf of the Transferor(s).

Daniel Philip Botelho 7501 Keele Street, Ste. 200 acting for Signed 2010 01 13
Concord Transferee(s)
L4K 1Y2

Tel 9057602600

Fax 9057602900

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

BRATTY AND PARTNERS LLP

7501 Keele Street, Ste. 200
Concord
L4K 1Y2

2010 01 13

Tel 9057602600

Fax 9057602900

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$60.00
<i>Provincial Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$60.00

File Number

Transferor Client File Number : SIL200896- UPL / BBP - PRIV. EASE.

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 70004 – 2219 SERVIENT LANDS: PART OF BLOCK 4, PLAN 65M4114,
DESIGNATED AS PART 1, PLAN 65R–31470, TOWN OF
RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

DOMINANT LANDS: PART OF PIN 70004 – 2248, BEING PART OF
BLOCK 3,
PLAN 65M–4146, DESIGNATED AS PARTS 6 TO 15, BOTH INCL., AND
PART 22,
PLAN 65R–31991, TOWN OF RICHMOND HILL, REGIONAL
MUNICIPALITY OF YORK;

BY: URBACON PROPERTIES LIMITED

TO: BARKER BUSINESS PARK (PHASE II) LIMITED

1. MARCO MANCINI, PRESIDENT

I am

- (a) A person in trust for whom the land conveyed in the above–described conveyance is being conveyed;
- (b) A trustee named in the above–described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above–described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice–President, Manager, Secretary, Director, or Treasurer authorized to act for BARKER BUSINESS PARK (PHASE II) LIMITED described in paragraph(s) (C) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposed to.
-

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	0.00
(h) VALUE OF ALL CHATTELS –items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	0.00

4.

Explanation for nominal considerations:

s) other: Transfer of access easement for no consideration.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 65 Registration No. YR1428700 Date: 2010/01/13

B. Property(s): PIN 70004 – 2219 Address RICHMOND HILL Assessment –
Roll No

C. Address for Service: 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3

D. (i) Last Conveyance(s): PIN 70004 – 2219 Registration No. YR1285031
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Daniel Philip Botelho
7501 Keele Street, Ste. 200
Concord L4K 1Y2

Additional Property Identifier(s) and/or Other Information

Planning Act, R.S.O. 1990

Form 2
Ont. Reg. 197/96

CERTIFICATE OF OFFICIAL

Under subsection 53(42) of the Planning Act, I certify that the consent of the Committee of Adjustment for the Town of Richmond Hill was given on **December 14, 2009** for the following easement:

(SERVIENT LANDS) for access over Part of Block 4, Plan 65M-4114, designated as Part 1, Plan 65R-31470, Town of Richmond Hill, Regional Municipality of York.

(DOMINANT LANDS) Part of Pin 70004-2248, being Part of Block 3, Plan 65M-4146, designated as Parts 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 22, Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York.

Dated this 14th day
of **December, 2009**



Official

Consent Application **B034/09**

This form is printed as approved. Any handwritten changes are unauthorized by the signing official.

SCHEDULE

TERMS:

1. The Transferor transfers to the Transferee, its successors and assigns, its invitees, licencees, employees, customers, contractors, suppliers, agents, servicemen, tenants and all others authorized by the Transferee the free uninterrupted and unobstructed right and easement in perpetuity for pedestrian and vehicular traffic in, over, along and upon the Servient Lands described in the Property Section hereof.

2. The benefit of the right and easement described herein shall be annexed to and run with the Dominant Lands described in the Property Section hereof.

Properties

PIN 70004 – 2248 LT *Interest/Estate* Easement Add Easement

Description SERVICENT LANDS: PART OF BLOCK 3, PLAN 65M4146,
DESIGNATED AS PARTS 17 AND 20, PLAN 65R-31991,
TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

DOMINANT LANDS: PART OF PIN 70004 – 2248, BEING PART OF BLOCK 3,
PLAN 65M-4146, DESIGNATED AS PARTS 6 TO 15, BOTH INCL., AND
PART 22, PLAN 65R-31991, TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY
OF YORK;

Address RICHMOND HILL

Consideration

Consideration \$0.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

Name URBACON PROPERTIES LIMITED

Address for Service 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3
Urbacon / Barker – private access and
service easements – BMW Site – File
SIL200896 (INDEX 6.1.)

I, MARCO MANCINI, PRESIDENT, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)*Capacity**Share*

Name BARKER BUSINESS PARK (PHASE II) LIMITED

Address for Service 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3

Statements

The Corporation of the Town of Richmond Hill has consented to the severance herein. See Schedules

Schedule: See Schedules

Signed By

Herbert Lewis Wisebrod 7501 Keele Street, Ste. 200 acting for Signed 2010 01 13
Concord Transferor(s)
L4K 1Y2

Tel 9057602600

Fax 9057602900

I have the authority to sign and register the document on behalf of the Transferor(s).

Daniel Philip Botelho 7501 Keele Street, Ste. 200 acting for Signed 2010 01 13
Concord Transferee(s)
L4K 1Y2

Tel 9057602600

Fax 9057602900

I have the authority to sign and register the document on behalf of the Transferee(s).

Submitted By

BRATTY AND PARTNERS LLP 7501 Keele Street, Ste. 200 2010 01 13
Concord
L4K 1Y2

Tel 9057602600

Fax 9057602900

The applicant(s) hereby applies to the Land Registrar.

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Provincial Land Transfer Tax	\$0.00
Total Paid	\$60.00

File Number

Transferor Client File Number : SIL200896- UPL / BBP - PRIV. EASE

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 70004 – 2248 SERVIENT LANDS: PART OF BLOCK 3, PLAN 65M4146,
DESIGNATED AS PARTS 17 AND 20, PLAN 65R-31991,
TOWN OF RICHMOND HILL, REGIONAL MUNICIPALITY OF YORK;

DOMINANT LANDS: PART OF PIN 70004 – 2248, BEING PART OF
BLOCK 3,
PLAN 65M-4146, DESIGNATED AS PARTS 6 TO 15, BOTH INCL., AND
PART 22, PLAN 65R-31991, TOWN OF RICHMOND HILL, REGIONAL
MUNICIPALITY OF YORK;

BY: URBACON PROPERTIES LIMITED

TO: BARKER BUSINESS PARK (PHASE II) LIMITED

1. MARCO MANCINI, PRESIDENT

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for BARKER BUSINESS PARK (PHASE II) LIMITED described in paragraph(s) (c) above.
- (f) A transferee described in paragraph() and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph() and as such, I have personal knowledge of the facts herein deposed to.
-

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	0.00
(h) VALUE OF ALL CHATTELS –items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	0.00

4.

Explanation for nominal considerations:

s) other: Transfer of access easement for no consideration.

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 65 Registration No. YR1428710 Date: 2010/01/13

B. Property(s): PIN 70004 – 2248 Address RICHMOND HILL Assessment –
Roll No

C. Address for Service: 750 Lake Shore Boulevard East
Toronto, Ontario, M4M 3M3

D. (i) Last Conveyance(s): PIN 70004 – 2248 Registration No. YR1428697
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Daniel Philip Botelho
7501 Keele Street, Ste. 200
Concord L4K 1Y2

Additional Property Identifier(s) and/or Other Information

Planning Act, R.S.O. 1990

Form 2
Ont. Reg. 197/96

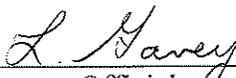
CERTIFICATE OF OFFICIAL

Under subsection 53(42) of the Planning Act, I certify that the consent of the Committee of Adjustment for the Town of Richmond Hill was given on **December 14, 2009** for the following easement:

(SERVIENT LANDS) for access over Part of Block 3, Plan 65M-4146, designated as Parts 17 and 20, Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York.

(DOMINANT LANDS) Part of Pin 70004-2248, being Part of Block 3, Plan 65M-4146, designated as Parts 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 22, Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York.

Dated this 14th day
of **December, 2009**



Official

Consent Application **B038/09**

This form is printed as approved. Any handwritten changes are unauthorized by the signing official.

SCHEDULE

TERMS:

1. The Transferor transfers to the Transferee, its successors and assigns, its invitees, licencees, employees, customers, contractors, suppliers, agents, servicemen, tenants and all others authorized by the Transferee the free uninterrupted and unobstructed right and easement in perpetuity for pedestrian and vehicular traffic in, over, along and upon the Servient Lands described in the Property Section hereof.

2. The benefit of the right and easement described herein shall be annexed to and run with the Dominant Lands described in the Property Section hereof.

Properties

<i>PIN</i>	70004 - 2278 LT	<input checked="" type="checkbox"/> Affects Part of Prop
<i>Description</i>	PART OF BLOCK 3, PLAN 65M4146; DESIGNATED AS PTS 17 AND 20 ON 65R31991; TOWN OF RICHMOND HILL	
<i>Address</i>	RICHMOND HILL	
<i>PIN</i>	70004 - 2279 LT	<input checked="" type="checkbox"/> Affects Part of Prop
<i>Description</i>	PART OF BLOCK 3, PLAN 65M4146; DESIGNATED AS PTS 9, 10, 11 AND 15 ON 65R31991; TOWN OF RICHMOND HILL	
<i>Address</i>	RICHMOND HILL	
<i>PIN</i>	70004 - 2219 LT	<input checked="" type="checkbox"/> Affects Part of Prop
<i>Description</i>	BLOCK 4, PLAN 65M4114, DESIGNATED AS PT 1, 65R31470; TOWN OF RICHMOND HILL	
<i>Address</i>	RICHMOND HILL	

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name BMW CANADA INC.
Address for Service 50 Ultimate Drive, Richmond Hill,
Ontario, L4S 0C8

I, Ian Sideco - Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)**Capacity****Share**

Name URBACON PROPERTIES LIMITED
Address for Service 750 Lakeshore Boulevard East, Toronto, Ontario M4M 3M3
Attention: President

I, Marco Mancini, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Name BARKER BUSINESS PARK (PHASE II) LIMITED
Address for Service 750 Lakeshore Boulevard East, Toronto, Ontario M4M 3M3
Attention: President

I, Marco Mancini, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

The land registrar is authorized to delete the notice on the consent of the following party(ies) : All of BMW CANADA INC., URBACON PROPERTIES LIMITED and BARKER BUSINESS PARK (PHASE II) LIMITED.

Schedule: See Schedules

This document relates to registration no.(s)YR1581442.

The registration of this document is not prohibited by registration YR1401821 registered on 2009/11/09 .

Signed By

Stephen Ronald Haber	20 Queen St W., Suite 3000 Toronto M5H 3R3	acting for Applicant(s)	Signed 2010 12 30
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Tel 4165976888

Fax 4165978897

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

DAOUST VUKOVICH LLP	20 Queen St W., Suite 3000 Toronto M5H 3R3	2010 12 30
Tel	4165976888	
Fax	4165978897	

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Applicant Client File Number : 070574 DAW

AGREEMENT

This Agreement made as of the 24th day of December, 2010,

Among:

BARKER BUSINESS PARK (PHASE II) LIMITED

("Barker")

of the first part,

- and -

URBACON PROPERTIES LIMITED

("Urbacon")

of the second part,

- and -

BMW CANADA INC.

("BMW")

of the third part,

witnesses that whereas:

- (a) Urbacon is the owner of the lands and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and legal described in Schedule C attached hereto (the "Urbacon Lands");
- (b) Barker is the owner of the lands and premises situate, lying and being in the Town of Richmond Hill in the Regional Municipality of York and legal described in Schedule D attached hereto (the "Barker Lands");
- (c) "Lands" means, collectively, the Urbacon Lands and the Barker Lands;
- (d) "Owner" means either of the Urbacon Lands registered owner or the Barker Lands registered owner; and "Owners" shall mean both of the Owners together;
- (e) Barker and Urbacon are parties to the following instruments:
 - (i) a cost sharing agreement made as of October 31, 2010, notice of which is registered in the Land Registry Office for the Land Titles Division of York Region (the "Land Titles Office") as Instrument YR1581442;

- (ii) an easement providing Urbacon with access to the Service Road Lands (as hereinafter defined) registered in the Land Titles Office as Instrument YR1428697;
- (iii) easements providing Barker with access to the Service Road Lands registered in the Land Titles Office as Instruments YR1428710 and YR1428700,

(collectively, the "Private Road Agreements");

- (f) the Private Road Agreements govern the service road (the "Service Road") located partly on the Urbacon Lands and partly on the Barker Lands, more particularly described on Schedule A hereto (the "Service Road Lands");
- (g) BMW has the right to use the Service Road pursuant to a lease (the "Lease") dated July 18, 2007, as amended by agreements dated December 17, 2008 and April 20, 2010, notice of which is registered in the Land Titles Office as Instrument YR1075590.

Now therefore in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. In light of the fact that, pursuant to the Lease, certain relevant provisions of which are attached as Schedule B, inter alia, BMW is entitled to use the Service Road and, accordingly, takes the benefit of the Private Road Agreements, Barker and Urbacon agree with BMW that they will not amend, modify, release or discharge any of the Private Road Agreements without the consent, in writing, of BMW (which consent will not be unreasonably withheld or delayed) for so long as the Lease is in effect.
2. At the end of the later of the term of the Lease, including any renewal and extensions thereof or occupancy by BMW of the Urbacon Lands, BMW will agree to terminate this Agreement.
3. As between Urbacon and BMW this Agreement will constitute an amendment to the Lease.
4. The provisions of this Agreement are intended to run with the real property benefited and burdened thereby, specifically the Barker Lands and the Urbacon Lands and shall be binding on and enure to the benefit of the respective successors in title thereto.
5. Each Owner covenants and agrees that it shall not sell, transfer or convey its Lands or any part thereof or interest therein unless it shall first causes the assignee thereof to enter into and deliver to the other parties hereto an agreement pursuant to which the assignee agrees to be bound to the terms of this Agreement as if it had been an original party thereto. Each Owner covenants and agrees that it will not grant any mortgage or charge of its Lands or any part thereof or interest therein unless it shall first cause the mortgagee or chargee to enter into and deliver to the other parties hereto an agreement pursuant to which the chargee agrees: (i) that during the period it is in possession or control of the Lands it will be bound by the terms of this Agreement as if it had been an original party thereto; and (ii) that it shall not transfer any interest in the mortgage or the

Lands whether pursuant to an enforcement process or otherwise unless the assignee agrees to be bound to the terms of this Agreement as if it had been an original party thereto. This negative covenant shall run with and bind each Owner's Lands and shall benefit the other Owner's Lands.

6. The parties hereto covenant and agree to, with reasonable diligence, execute such further assurances and do such other acts and things in connection with this Agreement, from time to time and at all times hereafter upon written request to do so, as may be required to give effect to the provisions of this Agreement, including, without limitation, all documentation necessary to effect the registration of this Agreement against the Lands.
7. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument. Any such counterpart may be delivered by facsimile, telecopier, email in PDF format or similar transmission and if so delivered shall be deemed to be an original document.

[SIGNATURE PAGE FOLLOWS]

In witness whereof the parties hereto have executed this Agreement.

**BARKER BUSINESS PARK (PHASE II)
LIMITED**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

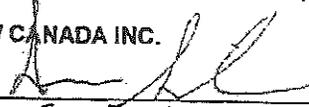
URBACON PROPERTIES LIMITED

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

BMW CANADA INC.

Per: 
Name: I S. DECO
Title: SECRETARY

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

SCHEDULE A

Firstly: (Urbacon)

Part of PIN 70004-2278 (LT) - Part of Block 3 on Plan 65M-4146, designated as Parts 17 and 20 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York

Secondly: (Barker)

Part of PIN 70004-2279 (LT) - Part of Block 3 on Plan 65M-4146, designated as Parts 9, 10, 11 and 15 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York

Thirdly: (Urbacon)

Part of PIN 70004-2219 (LT): Part of Block 4 on Plan 65M-4114, designated as Part 1 on Plan 65R-31470, Town of Richmond Hill, Regional Municipality of York

SCHEDULE B

Section 5.10 – Covenants of the Landlord Regarding the Private Road

(a) A Private Road shall lie to the east of the Premises approximately as shown in PINK on Schedule "B-1". The Landlord has advised the Tenant that the Private Road is not intended to be transferred to the Town of Richmond Hill nor dedicated as a public roadway. The Landlord covenants and agrees to and with the Tenant that the Tenant, its employees, invitees and customers shall have the right to pass and re-pass over, across and along the Private Road throughout the Fixturing Period and the Term. At all times throughout the Fixturing Period and the Term, the Landlord covenants with the Tenant to construct, maintain and repair (including salting, sanding, removing snow, line painting and periodic surfacing and resurfacing), upgrade in compliance with Laws, replace and insure the Private Road all in accordance with first-class standards. If the Private Road benefits other premises or properties of the Development in addition to the Premises, then the Realty Taxes (but without duplication of any Realty Taxes set out in Section 2.2(e) hereof), and costs to maintain, repair, replace, upgrade, insure and the Private Road shall be allocated by the Landlord on a reasonable and equitable basis, acting in good faith, among the various premises and properties which derive a benefit from the Private Roadway. The Landlord covenants and agrees with the Tenant that so long as the Landlord remains the owner of the Private Road, it will comply with the obligations of the Landlord set out in this Section 5.10. If the Landlord shall cease to be the owner of the Private Road, then, unless the new owner is the Corporation of the Town of Richmond Hill or a successor thereto and the Private Road shall have been dedicated as a public roadway, the Landlord shall cause the new owner to covenant and agree in writing with the Tenant to be bound by the provisions of this Section 5.10 or there shall be an easement agreement registered on title to the Premises affording the Tenant substantially the same rights and privileges as set out under this Section 5.10.

(b) From and after the Commencement Date, no construction and/or construction related personnel, contractors, agents, invitees, vehicles, materials and/or equipment shall at any time be permitted to transverse, pass over, have access to and/or make use of the Private Road. Notwithstanding the foregoing, if the Landlord cannot access the Development for construction except over the Private Road, the Landlord first having made its commercially reasonable best efforts to find an alternative access route, the Landlord may use the Private Road for construction personnel and equipment. If the Landlord so uses the Private Road it will maintain, clean and repair the Private Road, at the Landlord's sole cost, for the duration of such use. Furthermore, if dust on the Private Road becomes problematic in the Tenant's opinion, acting reasonably, the Landlord will promptly employ standard dust mitigation techniques, such as watering the Private Road, so as to minimize such undue dust from the construction traffic on the Private Road.

SCHEDULE C

Urbacon Lands

Firstly:

PIN 70004-2278 (LT): Part of Block 3 on Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York;

SUBJECT TO an easement in gross over Part 20 on Plan 65R-31991 as in YR1411531;

SUBJECT TO an easement in gross over Parts 17, 20, 23 and 24 on Plan 65R-31991 as in YR1411544;

SUBJECT TO an easement in gross over Parts 1, 2, 3 and 4 on Plan 65R-31923 as in YR1387314;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 7, 10, 13 and 14 on Plan 65R-31991 as in YR1428694;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 9, 10, 11 and 15 on Plan 65R-31991 as in YR1428697;

SUBJECT TO an easement in over Parts 17 and 20 on Plan 65R-31991 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 6 to 15 and 22 as in YR1428710.

Secondly:

PIN 70004-2219 (LT): Block 4 on Plan 65M-4114, Town of Richmond Hill, Regional Municipality of York;

SUBJECT TO an easement in gross over Part 1 on Plan 65R-31470 as in YR1285031;

SUBJECT TO an easement over Part 1 on Plan 65R-31470 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 6 to 15 and 22 on Plan 65R-31991 as in YR1428700;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 9, 10, 11 and 15 on Plan 65R-31991 as in YR1428697.

SCHEDULE D

Barker Lands

PIN 70004-2279 (LT): Part of Block 3 on Plan 65M-4146, designated as Parts 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 22 on Plan 65R-31991, Town of Richmond Hill, Regional Municipality of York;

SUBJECT TO an easement in gross over Parts 9, 10, 11, 12, 13 and 15 on Plan 65R-31991 as in YR1411544;

TOGETHER WITH an easement over Part of Block 4 on Plan 65M-4114, being Part 1 on Plan 65R-31470 as in YR1428700;

SUBJECT TO an easement over Parts 7, 10, 13 and 14 on Plan 65R-31991 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 16, 17, 18, 19, 20, 21, 23 and 24 on Plan 65R-31991 as in YR1428694;

SUBJECT TO an easement over Parts 9, 10, 11 and 15 on Plan 65R-31991 in favour of Part of Block 3 on Plan 65M-4146, designated as Parts 16 to 21, 23 and 24 on Plan 65R-31991 as in YR1428697;

TOGETHER WITH an easement over Part of Block 3 on Plan 65M-4146, being Parts 17 and 20 on Plan 65R-31991 as in YR1428710.