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March 6, 2024

Middlesex County
399 Ridout Street North
London, Ontario
N6A 2P1

Attention: Tim Williams, Senior Planner

Dear Mr. Williams:


RE: 24605 Saxton Road, Strathroy
Proposed Official Plan Amendment and Zoning By-law Amendment Applications to
Allow Two Apartment Buildings on the lands located
at 24605 Saxton Road, Strathroy
Our File No.: MAT88163

On July 16, 2007, Strathroy Crossing Ltd., Wal-Mart Canada Corp Canadian Tire Real Estate Limited and 4246551 Canada Inc. entered into an Easement and Reciprocal Operating Agreement (the "Agreement"), copy attached hereto. The Strathroy Crossing Ltd. lands were transferred to our client, 2102603 Ontario Inc. on December 29, 2016. Paragraph 9.9 of the Agreement indicates that the Agreement is binding on all parties who own the lands listed in Schedules A, B and C to the Agreement even if title to the lands has changed hands since the Agreement was signed.

Our client, 2102603 Ontario Inc., agrees to continue to comply with all terms of the Agreement, notwithstanding the Zoning By-law and Official Plan Amendments being contemplated.

Yours very truly,

Monteith Ritsma Phillips Professional Corporation



J. Andrew Phillips
JAP/lm
Encl.

Monteith Ritsma Phillips Professional Corporation

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AMENDED AND RESTATED
EASEMENT AND RECIPROCAL OPERATING AGREEMENT

This Agreement made this 16th day of July, 2007.

AMONG:

STRATHROY CROSSING LTD.
("Mady")

OF THE FIRST PART

and
WAL-MART CANADA CORP.
("Wal-Mart")

OF THE SECOND PART

and
CANADIAN TIRE REAL ESTATE LIMITED
("CTREL")

OF THE THIRD PART

and
4246551 CANADA INC. in its capacity as the general partner
of 220 Real Estate Limited Partnership/Société en commandite
220 immobilière
("424")

OF THE FOURTH PART

WHEREAS:

A. Mady, Wal-Mart and CTREL are parties to a certain easement and reciprocal operating agreement made as of the 4th day of May, 2005 and registered in the Land Titles Office for the Land Titles Division of Middlesex County (No. 33) as Instrument No. ER355166 (the "Original Agreement") relating to the development and operation of the Lands (as defined therein).

B. Mady did subsequently sever that part of the Mady Lands (as defined in the Original Agreement) described in Part I(A) of Schedule "A" herein and fronting on Carroll Street, upon which Mady has constructed a commercial plaza (the "**Plaza Lands**"). Notwithstanding such severance of the Plaza Lands, Mady remains the legal and beneficial owner of the Plaza Lands;

C. 424 has purchased that part of the Mady Lands (as defined in the Original Agreement) described in Part II of Schedule A herein upon which 424 intends to construct the 424 Buildings (as that term is hereinafter defined);

D. Subsequent to the above-described purchase by 424, Mady also remains the legal and beneficial owner of the balance of the Mady Lands described in Part I(B) of Schedule "A" herein (the "**Raw Mady Lands**")

E. The parties hereto have agreed to amend and restate the Original Agreement on the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained, other good and valuable consideration and the sum of Two Dollars (\$2.00) paid by each party to the other the receipt and sufficiency of which are hereby acknowledged, with effect as of the 424 Closing (as hereinafter defined), the parties covenant and agree that Original Agreement is amended and restated by this Agreement which replaces and supersedes the Original Agreement, as of the 424 Closing (for greater certainty, the Original Agreement shall continue to be effective with respect to all matters prior to the 424 Closing, between Mady, Wal-Mart and CTREL):

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms shall have the following meanings unless the context shall otherwise require:

- (a) **“424 Buildings”** shall mean the single storey buildings to be constructed on the 424 Lands as part of the 424 development within the 424 Building Envelope in accordance with the terms of this Agreement, and shall also include any replacements and permitted expansions to such building and any redevelopment of the 424 Lands as constituted from time to time (subject to the provisos contained in this Agreement);
- (b) **“424 Building Envelope”** shall mean that portion of the 424 Lands that is square-hatched on the Site Plan;
- (c) **“424 Closing”** shall mean the date upon which 424 acquires registered ownership of the 424 Lands;
- (d) **“424 Lands”** shall mean that part of the Lands legally described in Part II of Schedule A hereto and designated as such on the Site Plan, which part of the Lands is legally and beneficially owned by 424;
- (e) **“424 Lien”** shall mean any construction or other lien or encumbrance for labour, services or materials relating to work performed pursuant to Section 3 of this Agreement:
- (i) supplied to or for 424; or
 - (ii) the cost of or for which 424 may in any way be liable or responsible.
- (f) **“424 Proportionate Share”** shall mean 18.23%;
- (g) **“424 Services”** shall mean those services and utility installations located in, on, or under the CTREL Lands, the Wal-Mart Lands and/or the Mady Lands and connected to, servicing and benefiting the 424 Lands and building and improvements located thereon. These shall include, without limitation, all storm, water and sanitary sewers, wells, all drains, water mains, water courses and hydro electric lines, gas and water lines and installations, shut off valves and telephone and cable television lines together with their appurtenances
- (h) **“Agreement”** shall mean this agreement.
- (i) **“Building Standard”** shall mean the general standard prevailing from time to time for first class retail shopping centre buildings in Ontario subject, however, to the limitations occasioned by the design of each building and improvement and its basic systems.
- (j) **“Business Day”** shall mean Monday to Friday, both inclusive, except any such day which is a statutory holiday under the laws of either Canada or the Province of Ontario.
- (k) **“CTREL Buildings”** shall mean the single storey retail building to be constructed on the CTREL Lands within the CTREL Building Envelope in accordance with the terms of this Agreement, and shall also include any replacements and permitted expansions to such building and any redevelopment of the CTREL Lands as constituted from time to time (subject to the provisos contained in this Agreement).
- (l) **“CTREL Building Envelope”** shall mean that portion of the CTREL Lands that is outlined in black and designated as “Building Envelope” on the Site Plan.
- (m) **“CTREL Lands”** shall mean that part of the Lands legally described in Schedule C hereto and designated as such on the Site Plan, which part of the Lands is legally and beneficially owned by CTREL.
- (n) **“CTREL Lien”** shall mean any construction or other lien or encumbrance for labour, services or materials relating to work performed pursuant to Section 3 of this Agreement:
- (i) supplied to or for CTREL; or
 - (ii) the cost of or for which CTREL may in any way be liable or responsible.

- (o) **"CTREL Proportionate Share"** shall mean 15.47%.
- (p) **"CTREL Services"** shall mean those services and utility installations located in, on or under the Mady Lands, the Wal-Mart Lands and/or the 424 Lands and connected to, servicing and benefiting the CTREL Lands and building and improvements located thereon. These shall include, without limitation, all storm, water and sanitary sewers, wells, all drains, water mains, water courses and hydro electric lines, gas and water lines and installations, shut off valves and telephone and cable television lines together with their appurtenances.
- (q) **"GLA"** shall mean the area of any building on the Lands measured from the exterior face of all exterior walls.
- (r) **"Lands"** shall mean, collectively, the Wal-Mart Lands, the CTREL Lands, the Mady Lands and the 424 Lands.
- (s) **"Mady Buildings"** shall mean the single storey retail buildings to be constructed on the Mady Lands within the Mady Building Envelopes in accordance with the terms of this Agreement, and shall also include any replacements and permitted expansions to such building and any redevelopment of the Mady Lands as constituted from time to time (subject to the provisos contained in this Agreement).
- (t) **"Mady Building Envelopes"** shall mean those portions of the Mady Lands that are:
 - (i) Outlined in black and designated as Building Parcel A and Building Parcel B on the Site Plan; and
 - (ii) Those portions of the Mady Lands that are hatched on the Site Plan.
- (u) **"Mady Lands"** shall mean that part of the Lands legally described in Part I of Schedule A hereto, being the Plaza Lands and the Raw Mady Lands, and designated as such on the Site Plan, which part of the Lands is legally and beneficially owned by Mady.
- (v) **"Mady Lien"** shall mean any construction or other lien or encumbrance for labour, services or materials relating to work performed pursuant to Section 3 of this Agreement:
 - (i) supplied to or for Mady; or
 - (ii) the cost of or for which Mady may in any way be liable or responsible.
- (w) **"Mady Proportionate Share"** shall mean 39.73%, which Proportionate Share shall be further divided to 5.03%, attributable to the Plaza Lands, and 34.7%, attributable to the Raw Mady Lands.
- (x) **"Mady Services"** shall mean those services and utility installations located in, on, or under the CTREL Lands, the Wal-Mart Lands and/or the 424 Lands and connected to, servicing and benefiting the Mady Lands and building and improvements located thereon. These shall include, without limitation, all storm, water and sanitary sewers, wells, all drains, water mains, water courses and hydro electric lines, gas and water lines and installations, shut off valves and telephone and cable television lines together with their appurtenances.
- (y) **"Mutual Drive Aisles"** shall mean, collectively, Mutual Drive Aisle #1, Mutual Drive Aisle #2, Mutual Drive Aisle #3 and Mutual Drive Aisle #4, and **"Mutual Drive Aisle"** shall mean any one of the Mutual Drive Aisles.
- (z) **"Mutual Drive Aisle #1"** means that internal roadway located on the CTREL Lands and the 424 Lands that is hatched on the Site Plan and identified as "MDA #1".
- (aa) **"Mutual Drive Aisle #2"** means that internal roadway located on the Mady Lands and the 424 Lands that is hatched on the Site Plan and identified as "MDA #2".
- (bb) **"Mutual Drive Aisle #3"** means that internal roadway located on the Mady Lands and the 424 Lands that is hatched on the Site Plan and identified as "MDA #3".
- (cc) **"Mutual Drive Aisle #4"** means that internal roadway located on the Wal-Mart Lands, the Mady Lands and the 424 Lands that is hatched on the Site Plan and identified as "MDA #4".

- (dd) "**Notice**" shall have the meaning ascribed thereto in Section 9.1 hereof.
- (ee) "**Owner**" shall mean, unless otherwise expressly provided in this Agreement, Wal-Mart, CTREL, Mady, 424, or any one of them, and each of their respective successors and assigns and, unless otherwise as aforesaid, "**Owners**" shall mean, collectively, Wal-Mart, CTREL, Mady and 424 and their respective successors and assigns limited as aforesaid.
- (ff) "**Plaza Lands**" shall mean that part of the Lands legally described in Part I(A) of Schedule A hereto and designated as such on the Site Plan, which part of the Lands is legally and beneficially owned by Mady.
- (gg) "**Prime**" shall mean the minimum or prime lending rate of interest per annum of Canadian Imperial Bank of Commerce as disclosed by it from time to time for Canadian dollar loans made in Canada to its most credit worthy commercial borrowers and adjusted automatically upon any change by Canadian Imperial Bank of Commerce.
- (hh) "**Proportionate Shares**" shall mean, collectively, the CTREL Proportionate Share, the Mady Proportionate Share, the Wal-Mart Proportionate Share, and the 424 Proportionate Share, or any combination thereof.
- (ii) "**Pylon Sign #1**" shall mean that pylon sign that has been constructed by Mady and which is to be maintained and operated by Mady on the CTREL Lands in the location delineated on the Site Plan in accordance with Section 4.6 hereof.
- (jj) "**Pylon Sign #2**" shall mean that pylon sign that may, at the sole discretion of CTREL, be constructed, maintained and operated by CTREL, on the CTREL Lands in the location delineated on the Site Plan.
- (kk) "**Pylon Sign #3**" shall mean that pylon sign that has been constructed by Mady and which is to be maintained and operated by Mady on the Mady Lands in the location delineated on the Site Plan.
- (ll) "**Pylon Sign #4**" shall mean that pylon sign that may, at the sole discretion of Wal-Mart, be constructed, maintained and operated by Wal-Mart on the Wal-Mart Lands in the location delineated on the Site Plan.
- (mm) "**Raw Mady Lands**" shall mean that part of the Lands legally described in Part I(B) of Schedule A hereto and designated as such on the Site Plan, which part of the Lands is legally and beneficially owned by Mady.
- (nn) "**Shared Access Road**" shall mean, collectively, those internal roadways located on the Lands that are cross-hatched on the Site Plan, being those internal roadways located on those portions of the Lands being more particularly described as Parts 7 and 12 on Plan 33R-16084.
- (oo) "**Site Plan**" shall mean the plan of the Lands showing the development and proposed expansion of the Wal-Mart Lands, the development of the CTREL Lands, the development and proposed development of the Mady Lands and the proposed development of the 424 Lands, a copy of which, in reduced size, is attached to this Agreement as Schedule D and any amendments from time to time which are allowed in accordance with the terms of this Agreement.
- (pp) "**Unavoidable Delay**" shall mean any bona fide delay beyond the control of an Owner (other than as a result of financial incapacity or any wilful or negligent act or omission) which shall cause an Owner to be unable to fulfill or to be delayed or restricted in the fulfillment of any obligation hereunder.
- (qq) "**Wal-Mart Building**" shall mean the retail building to be constructed on the Wal-Mart Lands and shall also include any replacements and expansions to such building and any redevelopment of the Wal-Mart Lands as constituted from time to time (subject to the provisos contained in this Agreement).
- (rr) "**Wal-Mart Lands**" shall mean that part of the Lands legally described in Schedule B hereto and designated as such on the Site Plan, which part of the Lands is legally and beneficially owned by Wal-Mart.

(ss) **"Wal-Mart Lien"** shall mean any construction or other lien or encumbrance for labour, services or materials relating to work performed pursuant to Section 3 of this Agreement:

- (i) supplied to or for Wal-Mart; or
- (ii) the cost of or for which Wal-Mart may in any way be liable or responsible.

(tt) **"Wal-Mart Proportionate Share"** shall mean 26.57%.

(uu) **"Wal-Mart Services"** shall mean those services and utility installations located in, on, or under the CTREL Lands, the Mady Lands and/or the 424 Lands and connected to, servicing and benefiting the Wal-Mart Lands and building and improvements located thereon. These shall include, without limitation, all storm, water and sanitary sewers, wells, all drains, water mains, water courses and hydro electric lines, gas and water lines and installations, shut off valves and telephone and cable television lines together with their appurtenances.

1.2 **Exercise and Enforcement of Rights**

Each Owner shall perform its obligations under this Agreement and shall, except as otherwise expressly provided, act reasonably in the exercise and the enforcement of its rights under this Agreement. Each right shall, except as otherwise expressly provided, be exercisable and enforceable from time to time.

1.3 **Procedure for Approval**

Any request for approval shall be made by Notice, and in the absence of reply given by Notice not later than ten (10) Business Days after Notice of the request has been given, the approval shall be deemed to have not been given.

1.4 **Headings, Divisions and Schedules**

The headings of any Article or Section are inserted for convenience only and do not form part of this Agreement. All references in this Agreement to Articles and Sections are to those in this Agreement. The Schedules to this Agreement form a part hereof.

1.5 **Relationship of Owners**

Nothing in this Agreement shall be deemed to create or be construed as creating the relationship of principal and agent or a partnership or a joint venture between or amongst the Owners. No Owner shall, as a result of either this Agreement or its ownership of the Wal-Mart Lands, the CTREL Lands, the Mady Lands, or the 424 Lands, as the case may be, have any fiduciary obligations to the other Owner.

1.6 **Nature of Rights**

The easements and rights in the nature of easements between the Owners created in this Agreement are interests in the parts of the lands burdened thereby. Each right of access, pedestrian passage, vehicular passage, and use of an Owner under this Agreement shall also be exercisable by the tenants of its building and the respective customers, employees, servants, agents, invitees, occupants and licensees of such Owner and such tenants in common with the other Owner, the respective tenants of the other Owner and the respective customers, employees, servants, agents, invitees, occupants and licensees of the other Owner and its respective tenants.

1.7 **Demand for Payment**

Any demand for payment under this Agreement shall provide a period of thirty (30) days for payment. Arrears of payment shall bear interest at a rate per annum equal to Prime plus two (2) percent.

1.8 **Governing Law**

This Agreement shall be governed by 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. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

1.9 **Gender and Number**

Words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender and neuter gender, and words importing persons shall include firms and corporations, and vice versa.

1.10 **Amendments**

No amendment or modification of this Agreement shall be binding unless in writing and signed by the parties.

1.11 **Waiver**

No delay or omission by any party hereto to exercise any right accruing upon and default by the other party will impair any such right or be construed as a waiver thereof, and no waiver by any party of any of the covenants, conditions, or agreements hereof to be performed by the other party will be construed as a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement.

ARTICLE 2 – DEVELOPMENT AND OPERATION

2.1 **Integrated Development**

The Owners acknowledge that Mady intends to construct the Mady Buildings on the Mady Lands (and for greater certainty, has constructed one of the Mady Buildings on the Plaza Lands), CTREL has constructed the CTREL Buildings on the CTREL Lands, Wal-Mart has constructed the Wal-Mart Building on the Wal-Mart Lands, and 424 intends to construct the 424 Buildings on the 424 Lands. The Owners agree that construction of their respective buildings shall conform in all respects with the Site Plan and any site plan control agreement required to be entered into by the Municipality of Strathroy-Caradoc. Notwithstanding the generality of the foregoing any party may make alterations, additions, expansions, reductions and changes to the buildings on the Site Plan provided they maintain the accesses on the Site Plan, any prescribed parking ratios set forth in this Agreement, comply with all terms of this Agreement and, in the case of each of Mady, CTREL and 424, comply with the Mady Building Envelopes, the CTREL Building Envelope and the 424 Building Envelope, respectively, in accordance with the terms of this Agreement. For greater certainty, Mady shall not be entitled to construct buildings within both of the components of the Mady Building Envelopes designated as Building Parcel A and Building Parcel B; in the case that Mady elects to construct a building or buildings within the component of the Mady Building Envelopes designated as Building Parcel B, Mady shall only be entitled to construct one building or buildings having an aggregate GLA not exceeding 10,000 square feet within said Building Parcel B. Each of the Owners shall, at their own expense, develop their respective lands so that the Lands shall appear for all purposes to constitute an integrated and unified retail shopping centre. With respect to any such matters that may not be covered in the Site Plan, including but not limited to thickness of asphalt and degree of illumination, same shall be done to a standard normally used in a major retail shopping centre. The Owners shall be entitled to make additions to or expand their respective buildings as each may determine provided this Agreement is in all respects complied with (and in particular, without limiting the generality of the foregoing, in the case of the Mady Lands, provided that the Mady Building Envelopes are complied with, in the case of the CTREL Lands, provided that the CTREL Building Envelope is complied with, and in the case of the 424 Lands, provided that the 424 Building Envelope is complied with), and the Site Plan shall be deemed to be amended accordingly.

The Owners shall co-operate with each other so that the buildings and improvements designed and constructed on their respective lands are architecturally, structurally, and aesthetically compatible and harmonious including, without limitation, all exterior facades and colour designs, canopies, elevations, signage and all common areas, entranceways and accesses. Wal-Mart shall be entitled, however, subject to the provisions of this Agreement, to design and construct its buildings and improvements using its standard building design and plans, colours and logo used for all buildings and improvements constructed by it in other shopping centres in which it operates. 424 shall be entitled, however, subject to the provisions of this Agreement, to design and construct its buildings and improvements using its standard building design and plans, colours and logo used for all RONA buildings and improvements constructed by it in other shopping centres in which it operates in the Province of Ontario. Furthermore, CTREL shall be entitled, subject to the provisions of this Agreement, to design and construct its buildings and

improvements using its standard building design and plans, colours and logo used for all buildings and improvements constructed by it in other shopping centres in which it operates. The buildings and improvements shall, however, except to the extent expressly contemplated by this Agreement, be structurally and functionally independent. The Owners shall comply with all governmental authorities with respect to the number of parking spaces to be provided, location and layout of parking areas and location and layout of entrances and exits to public highways and streets and private driveways on their respective lands and to and from their respective lands, as may be applicable.

2.2 **Standard of Operation**

Each Owner shall, at its sole cost and expense, operate, maintain and repair its buildings and improvements erected on its respective lands, in each case to the Building Standard.

2.3 **Wal-Mart Restrictions**

To the intent that these covenants shall run with and be for the benefit of the Wal-Mart Lands and shall bind and be to the detriment of the CTREL Lands, the Mady Lands and the 424 Lands, each of CTREL, Mady and 424 covenant and agree that in developing and operating the CTREL Buildings and the CTREL Lands, the Mady Buildings and the Mady Lands, and the 424 Buildings and the 424 Lands, respectively, they shall at all times and in all respects comply with the restrictions and requirements set out in Schedule "E" annexed hereto.

2.4 **CTREL Restrictions**

To the intent that these covenants shall run with and be for the benefit of the CTREL Lands and shall bind and be to the detriment of the Mady Lands and the 424 Lands, each of Mady and 424 covenant and agree that in developing and operating the Mady Buildings and the Mady Lands and the 424 Buildings and the 424 Lands, respectively, they shall at all times and in all respects comply with the restrictions and requirements set out in Schedule "H" annexed hereto, provided that, notwithstanding the foregoing, the restrictions and requirements set out in Schedule "H" hereto shall under no circumstances apply to or affect those portions of the Mady Lands upon which the Shared Access Road is located. For purposes of clarity, the Owners covenant, acknowledge and agree that the restrictions set out in Schedule H shall in no way apply to, affect or bind the Wal-Mart Lands.

2.5 **Building Coverage**

Each of the Owners covenants and agrees that it shall not, at any time, construct or permit to be constructed upon the portion of the Lands owned by such Owner any building or structure that would cause or result in more than thirty percent (30%) of the area of the portion of the Lands owned by such Owner being occupied or covered by buildings or improvements.

ARTICLE 3 – EASEMENTS

3.1 **Mady Easements Benefiting Wal-Mart Lands**

(a) Subject to the terms of this Agreement, Mady, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Mady Lands are subject to the following easements and rights in favour of the Wal-Mart Lands and Wal-Mart, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along and through all portions of the Mady Lands for the passage and repassage of motor vehicles and pedestrians over the Mady Lands to and from the Wal-Mart Lands and adjacent streets;
- (ii) an easement in right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the Mady Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Wal-Mart Services. Mady shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the

Wal-Mart Services which has the effect of disrupting the ordinary business operations of Wal-Mart or any of the businesses located on the Wal-Mart Lands. The Wal-Mart Services shall be placed in locations which are satisfactory to Mady, acting reasonably:

- (iii) an easement in perpetuity in, on, over, along, under and through all portions of the Mady Lands for the purpose of: (A) installing, maintaining, repairing and/or replacing Wal-Mart's signage on Pylon Sign #1; and (B) maintaining, operating, repairing and/or replacing Pylon Sign #1 in accordance with Section 4.6(a) hereof in the event that Mady fails to maintain, operate, repair and/or replace Pylon Sign #1 in a manner that is consistent with first class shopping centre standards;
- (iv) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Part 7, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER355006;
- (v) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Part 5, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER355006;
- (vi) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Parts 12, 13 and 14, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554.

Such rights and easements shall be in common with the right of Mady, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of Wal-Mart, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Mady Lands and shall be appurtenant to the Wal-Mart Lands.

(b) In connection with any work to be performed by or for Wal-Mart on the Mady Lands pursuant to Subsection 3.1(a), Wal-Mart shall comply with every law including municipal by laws, ordinances and regulations affecting such work and the Mady Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any Wal-Mart Lien shall be filed against the Mady Lands, Wal-Mart shall, within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Wal-Mart Lien, by payment or in such other manner as may be required or permitted by law. If Wal-Mart does not obtain and register the discharge of any such Wal-Mart Lien or any certificate of action in respect of any Wal-Mart Lien, as herein provided, Mady may make any payments into court as may be required to procure and register the discharge of any such Wal-Mart Lien, including any certificate of action registered in respect of any Wal-Mart Lien, and shall be entitled to be reimbursed by Wal-Mart forthwith and its right to reimbursement shall not be diminished, affected or impaired if Wal-Mart shall then or subsequently establish or claim that any Wal-Mart Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If Mady is reimbursed by Wal-Mart in respect of any payment into court made by Mady as set out herein, Mady shall, at Wal-Mart's request, assign to Wal-Mart its rights to the funds paid into court by Mady.

3.2 Wal-Mart Easements Benefiting Mady Lands

(a) Subject to the terms of this Agreement, Wal-Mart, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Wal-Mart Lands are subject to the following easements and rights in favour of the Mady Lands and Mady, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees,

servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along, under and through all portions of the Wal-Mart Lands for the passage and repassage of motor vehicles and pedestrians over the Wal-Mart Lands to and from the Mady Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the Wal-Mart Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Mady Services. Wal-Mart shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the Mady Services which has the effect of disrupting the ordinary business operations of Mady or any of the businesses located on the Mady Lands. The Mady Services shall be placed in locations which are satisfactory to Wal-Mart, acting reasonably; and
- (iii) an easement in perpetuity in, on, over, along and through those portions of the Wal-Mart Lands being comprised of Part 3, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER355006.

Such rights and easements shall be in common with the right of Wal-Mart, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of Mady, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Wal-Mart Lands and shall be appurtenant to the Mady Lands.

(b) In connection with any work to be performed by or for Mady on the Wal-Mart Lands pursuant to Subsection 3.2(a), Mady, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the Wal-Mart Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any Mady Lien shall be filed against the Wal-Mart Lands, Mady shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Mady Lien, by payment or in such other manner as may be required or permitted by law. If Mady does not obtain and register a discharge of such Mady Lien or any certificate of action in respect of any Mady Lien, as herein provided, Wal-Mart may make any payments into court as may be required to procure and register the discharge of any such Mady Lien, including any certificate of action registered in respect of any Mady Lien, and shall be entitled to be reimbursed by Mady forthwith and its right to reimbursement shall not be diminished, affected or impaired if Mady shall then or subsequently establish or claim that any Mady Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If Wal-Mart is reimbursed by Mady in respect of any payment into court made by Wal-Mart as set out herein, Wal-Mart shall, at Mady's request, assign to Mady its rights to the funds paid into court by Wal-Mart.

3.3 CTREL Easements Benefiting Wal-Mart Lands

(a) Subject to the terms of this Agreement, CTREL, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the CTREL Lands are subject to the following easements and rights in favour of the Wal-Mart Lands and Wal-Mart, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along and through all portions of the CTREL Lands for the passage and repassage of motor vehicles and

pedestrians over the CTREL Lands to and from the Wal-Mart Lands and adjacent streets;

- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the CTREL Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Wal-Mart Services. CTREL shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the Wal-Mart Services which has the effect of disrupting the ordinary business operations of Wal-Mart or any of the businesses located on the Wal-Mart Lands. The Wal-Mart Services shall be placed in locations which are satisfactory to CTREL, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along, under and through all portions of the CTREL Lands for the purpose of: (A) installing, maintaining, repairing and/or replacing Wal-Mart's signage on Pylon Sign #1; and (B) maintaining, operating, repairing and/or replacing Pylon Sign #1 in accordance with Section 4.6(a) hereof in the event that Mady fails to maintain, operate, repair and/or replace Pylon Sign #1 in a manner that is consistent with first class shopping centre standards. In exercising its rights pursuant to the easement granted pursuant to this Section 3.3(a)(iii), Wal-Mart shall ensure that: (A) all such work shall be carried out promptly and in a good and workmanlike manner and in compliance with all applicable legal requirements and without any material interference with or interruption of ingress or egress by persons or vehicles over the Shared Access Road; and (B) no equipment shall be kept or stored on the CTREL Lands; and
- (iv) an easement in perpetuity in, on, over, along and through those portions of the CTREL Lands being comprised of Part 12, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER354972.

Such rights and easements shall be in common with the right of CTREL, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of Wal-Mart, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the CTREL Lands and shall be appurtenant to the Wal-Mart Lands.

(b) In connection with any work to be performed by or for Wal-Mart on the CTREL Lands pursuant to Subsection 3.3(a), Wal-Mart shall comply with every law including municipal by laws, ordinances and regulations affecting such work and the CTREL Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any Wal-Mart Lien shall be filed against the CTREL Lands, Wal-Mart shall, within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Wal-Mart Lien, by payment or in such other manner as may be required or permitted by law. If Wal-Mart does not obtain and register the discharge of any such Wal-Mart Lien or any certificate of action in respect of any Wal-Mart Lien, as herein provided, CTREL may make any payments into court as may be required to procure and register the discharge of any such Wal-Mart Lien, including any certificate of action registered in respect of any Wal-Mart Lien, and shall be entitled to be reimbursed by Wal-Mart forthwith and its right to reimbursement shall not be diminished, affected or impaired if Wal-Mart shall then or subsequently establish or claim that any Wal-Mart Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If CTREL is reimbursed by Wal-Mart in respect of any payment into court made by CTREL as set out herein, CTREL shall, at Wal-Mart's request, assign to Wal-Mart its rights to the funds paid into court by CTREL.

3.4 CTREL Easements Benefiting Mady Lands

(a) Subject to the terms of this Agreement, CTREL, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the CTREL Lands are subject to the following easements and rights in favour of the Mady Lands and Mady, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along and through all portions of the CTREL Lands for the passage and repassage of motor vehicles and pedestrians over the CTREL Lands to and from the Mady Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the CTREL Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Mady Services. CTREL shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the Mady Services which has the effect of disrupting the ordinary business operations of Mady or any of the businesses located on the Mady Lands. The Mady Services shall be placed in locations which are satisfactory to CTREL, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along, under and through all portions of the CTREL Lands for the purpose of maintaining, operating, repairing and/or replacing Pylon Sign #1. In exercising its rights pursuant to the easement set out in this Section 3.4(a)(iii), Mady shall ensure that: (A) all work shall be carried out promptly and in a good and workmanlike manner, in compliance with all legal requirements and without any material interference with or interruption of ingress or egress by persons and vehicles over the Shared Access Road; and (B) no equipment shall be kept or stored on the CTREL Lands; and
- (iv) an easement in perpetuity in, on, over, along and through those portions of the CTREL Lands being comprised of Part 12, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER354972.

Such rights and easements shall be in common with the right of CTREL, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of Mady, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Mady Lands and shall be appurtenant to the Mady Lands.

(b) In connection with any work to be performed by or for Mady on the CTREL Lands pursuant to Subsection 3.4(a), Mady shall comply with every law including municipal by laws, ordinances and regulations affecting such work and the CTREL Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any Mady Lien shall be filed against the CTREL Lands, Mady shall, within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Mady Lien, by payment or in such other manner as may be required or permitted by law. If Mady does not obtain and register the discharge of any such Mady Lien or any certificate of action in respect of any Mady Lien, as herein provided, CTREL may make any payments into court as may be required to procure and register the discharge of any such Mady Lien, including any certificate of action registered in respect of any Mady Lien, and shall be entitled to be reimbursed by Mady forthwith and its right to reimbursement shall not be diminished, affected or impaired if Mady shall then or subsequently establish or claim that any Mady Lien so discharged was without merit or excessive

or subject to any abatement, set off or defence. If CTREL is reimbursed by Mady in respect of any payment into court made by CTREL as set out herein, CTREL shall, at Mady's request, assign to Mady its rights to the funds paid into court by CTREL.

3.5 Wal-Mart Easements Benefiting CTREL Lands

(a) Subject to the terms of this Agreement, Wal-Mart, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Wal-Mart Lands are subject to the following easements and rights in favour of the CTREL Lands and CTREL, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along, under and through all portions of the Wal-Mart Lands for the passage and repassage of motor vehicles and pedestrians over the Wal-Mart Lands to and from the CTREL Lands and adjacent streets; and
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the Wal-Mart Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the CTREL Services. Wal-Mart shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the CTREL Services which has the effect of disrupting the ordinary business operations of CTREL or any of the businesses located on the CTREL Lands. The CTREL Services shall be placed in locations which are satisfactory to Wal-Mart, acting reasonably.

Such rights and easements shall be in common with the right of Wal-Mart, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of CTREL, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Wal-Mart Lands and shall be appurtenant to the CTREL Lands.

(b) In connection with any work to be performed by or for CTREL on the Wal-Mart Lands pursuant to Subsection 3.5(a), CTREL, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the Wal-Mart Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any CTREL Lien shall be filed against the Wal-Mart Lands, CTREL shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any CTREL Lien, by payment or in such other manner as may be required or permitted by law. If CTREL does not obtain and register a discharge of such CTREL Lien or any certificate of action in respect of any CTREL Lien, as herein provided, Wal-Mart may make any payments into court as may be required to procure and register the discharge of any such CTREL Lien, including any certificate of action registered in respect of any CTREL Lien, and shall be entitled to be reimbursed by CTREL forthwith and its right to reimbursement shall not be diminished, affected or impaired if CTREL shall then or subsequently establish or claim that any CTREL Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If Wal-Mart is reimbursed by CTREL in respect of any payment into court made by Wal-Mart as set out herein, Wal-Mart shall, at CTREL's request, assign to CTREL its rights to the funds paid into court by Wal-Mart.

3.6 Mady Easements Benefiting CTREL Lands

(a) Subject to the terms of this Agreement, Mady, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Mady Lands are subject to the following easements and rights in favour of the CTREL Lands and CTREL, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees,

servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along and through all portions of the Mady Lands for the passage and repassage of motor vehicles and pedestrians over the Mady Lands to and from the CTREL Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the Mady Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the CTREL Services. Mady shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the CTREL Services which has the effect of disrupting the ordinary business operations of CTREL or any of the businesses located on the CTREL Lands. The CTREL Services shall be placed in locations which are satisfactory to Mady, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along, under and through all portions of the Mady Lands for the purpose of: (A) installing, maintaining, repairing and/or replacing CTREL's signage on Pylon Sign #3; and (B) maintaining, operating, repairing and/or replacing Pylon Sign #3 in accordance with Section 4.6(b) hereof in the event that Mady fails to maintain, operate, repair and/or replace Pylon Sign #3 in a manner that is consistent with first class shopping centre standards; and
- (iv) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Parts 7 Plan 33R-16084, as well as Part 12 on Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER354972.

Such rights and easements shall be in common with the right of Mady, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of CTREL, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Mady Lands and shall be appurtenant to the CTREL Lands.

(b) In connection with any work to be performed by or for CTREL on the Mady Lands pursuant to Subsection 3.6(a), CTREL shall comply with every law including municipal by laws, ordinances and regulations affecting such work and the Mady Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any CTREL Lien shall be filed against the Mady Lands, CTREL shall, within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any CTREL Lien, by payment or in such other manner as may be required or permitted by law. If CTREL does not obtain and register the discharge of any such CTREL Lien or any certificate of action in respect of any CTREL Lien, as herein provided, Mady may make any payments into court as may be required to procure and register the discharge of any such CTREL Lien, including any certificate of action registered in respect of any CTREL Lien, and shall be entitled to be reimbursed by CTREL forthwith and its right to reimbursement shall not be diminished, affected or impaired if CTREL shall then or subsequently establish or claim that any CTREL Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If Mady is reimbursed by CTREL in respect of any payment into court made by Mady as set out herein, Mady shall, at CTREL's request, assign to CTREL its rights to the funds paid into court by Mady.

3.7 Mady Easements Benefiting 424 Lands

(a) Subject to the terms of this Agreement, Mady, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Mady Lands are subject to the following

easements and rights in favour of the 424 Lands and 424, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along and through all portions of the Mady Lands for the passage and repassage of motor vehicles and pedestrians over the Mady Lands to and from the 424 Lands and adjacent streets;
- (ii) an easement in right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the Mady Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the 424 Services. Mady shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the 424 Services which has the effect of disrupting the ordinary business operations of 424 or any of the businesses located on the 424 Lands. The 424 Services shall be placed in locations which are satisfactory to Mady, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Part 7, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514666
- (iv) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Part 5, Plan 33R-16084, save and except Parts 8, 9 and 10, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514666 ;
- (v) an easement in perpetuity in, on, over, along and through those portions of the Mady Lands being comprised of Parts 12, 13, 19 and 20, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514666 ; and
- (vi) an easement in perpetuity in, on, over, along, under and through all portions of the Mady Lands for the purpose of maintaining, operating, repairing and/or replacing Pylon Sign #3 in accordance with Section 4.6(c) hereof.

Such rights and easements shall be in common with the right of Mady, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of 424, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Mady Lands and shall be appurtenant to the 424 Lands.

(b) In connection with any work to be performed by or for 424 on the Mady Lands pursuant to Subsection 3.7(a), 424 shall comply with every law including municipal by laws, ordinances and regulations affecting such work and the Mady Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any 424 Lien shall be filed against the Mady Lands, 424 shall, within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any 424 Lien, by payment or in such other manner as may be required or permitted by law. If 424 does not obtain and register the discharge of any such 424 Lien or any certificate of action in respect of any 424 Lien, as herein provided, Mady may make any payments into court as may be required to procure and register the discharge of any such 424 Lien, including any certificate of action registered in respect of any 424 Lien, and shall be entitled to be reimbursed by 424 forthwith and its right to reimbursement shall not be diminished, affected or impaired if 424 shall then or subsequently establish or claim that any 424 Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If Mady is reimbursed by 424 in respect of any payment into court made by Mady as set

out herein, Mady shall, at 424's request, assign to 424 its rights to the funds paid into court by Mady.

3.8 **424 Easements Benefiting Mady Lands**

(a) Subject to the terms of this Agreement, 424, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the 424 Lands are subject to the following easements and rights in favour of the Mady Lands and Mady, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along, under and through all portions of the 424 Lands for the passage and repassage of motor vehicles and pedestrians over the 424 Lands to and from the Mady Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the 424 Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Mady Services. 424 shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the Mady Services which has the effect of disrupting the ordinary business operations of Mady or any of the businesses located on the Mady Lands. The Mady Services shall be placed in locations which are satisfactory to 424, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along and through those portions of the 424 Lands being comprised of Parts 8, 9, 10 and 11, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514666 ● ; and
- (iv) an easement in perpetuity in, on, over, along and through those portions of the 424 Lands being comprised of Parts 5 and 7, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514666 .

Such rights and easements shall be in common with the right of 424, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of Mady, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the 424 Lands and shall be appurtenant to the Mady Lands.

(b) In connection with any work to be performed by or for Mady on the 424 Lands pursuant to Subsection 3.8(a), Mady shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the 424 Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any Mady Lien shall be filed against the 424 Lands, Mady shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Mady Lien, by payment or in such other manner as may be required or permitted by law. If Mady does not obtain and register a discharge of such Mady Lien or any certificate of action in respect of any Mady Lien, as herein provided, 424 may make any payments into court as may be required to procure and register the discharge of any such Mady Lien, including any certificate of action registered in respect of any Mady Lien, and shall be entitled to be reimbursed by Mady forthwith and its right to reimbursement shall not be diminished, affected or impaired if Mady shall then or subsequently establish or claim that any Mady Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If 424 is reimbursed by Mady in respect of any payment into court made by 424 as set out herein, 424 shall, at Mady's request, assign to Mady its rights to the funds paid into court by 424.

3.9 **CTREL Easements Benefiting 424 Lands**

(a) Subject to the terms of this Agreement, CTREL, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the CTREL Lands are subject to the following easements and rights in favour of the 424 Lands and 424, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along and through all portions of the CTREL Lands for the passage and repassage of motor vehicles and pedestrians over the CTREL Lands to and from the 424 Lands and adjacent streets;
- (ii) an easement in right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the CTREL Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the 424 Services. CTREL shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the 424 Services which has the effect of disrupting the ordinary business operations of 424 or any of the businesses located on the 424 Lands. The 424 Services shall be placed in locations which are satisfactory to CTREL, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along and through those portions of the CTREL Lands being comprised of Part 12, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER354972;
- (iv) an easement in perpetuity in, on, over, along and through those portions of the CTREL Lands being comprised of Part 10, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514677; and
- (v) an easement in perpetuity in, on, over, along, under and through all portions of the CTREL Lands for the purpose of maintaining, operating, repairing and/or replacing Pylon Sign #1 in accordance with Section 4.6(c) hereof.

Such rights and easements shall be in common with the right of CTREL, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of 424, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the CTREL Lands and shall be appurtenant to the 424 Lands.

(b) In connection with any work to be performed by or for 424 on the CTREL Lands pursuant to Subsection 3.9(a), 424 shall comply with every law including municipal by laws, ordinances and regulations affecting such work and the CTREL Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any 424 Lien shall be filed against the CTREL Lands, 424 shall, within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any 424 Lien, by payment or in such other manner as may be required or permitted by law. If 424 does not obtain and register the discharge of any such 424 Lien or any certificate of action in respect of any 424 Lien, as herein provided, CTREL may make any payments into court as may be required to procure and register the discharge of any such 424 Lien, including any certificate of action registered in respect of any 424 Lien, and shall be entitled to be reimbursed by 424 forthwith and its right to reimbursement shall not be diminished, affected or impaired if 424 shall then or subsequently establish or claim that any 424 Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If CTREL is reimbursed by 424 in respect of any payment into

court made by CTREL as set out herein, CTREL shall, at 424's request, assign to 424 its rights to the funds paid into court by CTREL.

3.10 424 Easements Benefiting CTREL Lands

(a) Subject to the terms of this Agreement, 424, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the 424 Lands are subject to the following easements and rights in favour of the CTREL Lands and CTREL, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along, under and through all portions of the 424 Lands for the passage and repassage of motor vehicles and pedestrians over the 424 Lands to and from the CTREL Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the 424 Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the CTREL Services. 424 shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the CTREL Services which has the effect of disrupting the ordinary business operations of CTREL or any of the businesses located on the CTREL Lands. The CTREL Services shall be placed in locations which are satisfactory to 424, acting reasonably; and
- (iii) an easement in perpetuity in, on, over, along and through those portions of the 424 Lands being comprised of Part 1, 2 3 and 21, Plan 33R-16903 for the purposes of pedestrian and vehicular ingress and egress as in Instrument No. ER354972.

Such rights and easements shall be in common with the right of 424, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of CTREL, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the 424 Lands and shall be appurtenant to the CTREL Lands.

(b) In connection with any work to be performed by or for CTREL on the 424 Lands pursuant to Subsection 3.10(a), CTREL, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the 424 Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any CTREL Lien shall be filed against the 424 Lands, CTREL shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any CTREL Lien, by payment or in such other manner as may be required or permitted by law. If CTREL does not obtain and register a discharge of such CTREL Lien or any certificate of action in respect of any CTREL Lien, as herein provided, 424 may make any payments into court as may be required to procure and register the discharge of any such CTREL Lien, including any certificate of action registered in respect of any CTREL Lien, and shall be entitled to be reimbursed by CTREL forthwith and its right to reimbursement shall not be diminished, affected or impaired if CTREL shall then or subsequently establish or claim that any CTREL Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If 424 is reimbursed by CTREL in respect of any payment into court made by 424 as set out herein, 424 shall, at CTREL's request, assign to CTREL its rights to the funds paid into court by 424.

3.11 Wal-Mart Easements Benefiting 424 Lands

(a) Subject to the terms of this Agreement, Wal-Mart, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Wal-Mart Lands are subject to the following

easements and rights in favour of the 424 Lands and 424, its respective successors and assigns, for themselves and for the benefit of their respective tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along, under and through all portions of the Wal-Mart Lands for the passage and repassage of motor vehicles and pedestrians over the Wal-Mart Lands to and from the 424 Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the Wal-Mart Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the 424 Services. Wal-Mart shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the 424 Services which has the effect of disrupting the ordinary business operations of 424 or any of the businesses located on the 424 Lands. The 424 Services shall be placed in locations which are satisfactory to Wal-Mart, acting reasonably; and
- (iii) an easement in perpetuity in, on, over, along and through those portions of the Wal-Mart Lands being comprised of Part 3, Plan 33R-16084 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER355006.

Such rights and easements shall be in common with the right of Wal-Mart, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of 424, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the Wal-Mart Lands and shall be appurtenant to the 424 Lands.

(b) In connection with any work to be performed by or for 424 on the Wal-Mart Lands pursuant to Subsection 3.11(a), 424, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the Wal-Mart Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any 424 Lien shall be filed against the Wal-Mart Lands, 424 shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any 424 Lien, by payment or in such other manner as may be required or permitted by law. If 424 does not obtain and register a discharge of such 424 Lien or any certificate of action in respect of any 424 Lien, as herein provided, Wal-Mart may make any payments into court as may be required to procure and register the discharge of any such 424 Lien, including any certificate of action registered in respect of any 424 Lien, and shall be entitled to be reimbursed by 424 forthwith and its right to reimbursement shall not be diminished, affected or impaired if 424 shall then or subsequently establish or claim that any 424 Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If Wal-Mart is reimbursed by 424 in respect of any payment into court made by Wal-Mart as set out herein, Wal-Mart shall, at 424's request, assign to 424 its rights to the funds paid into court by Wal-Mart.

3.12 424 Easements Benefiting Wal-Mart Lands

(a) Subject to the terms of this Agreement, 424, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the 424 Lands are subject to the following easements and rights in favour of the Wal-Mart Lands and Wal-Mart, its respective successors and assigns, for themselves and for the benefit of its tenants, customers, employees, servants, agents, invitees, occupants and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their respective tenants:

- (i) an easement in perpetuity in, on, over, along, under and through all portions of the 424 Lands for the passage and repassage of motor vehicles and pedestrians over the 424 Lands to and from the Wal-Mart Lands and adjacent streets;
- (ii) an easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through all portions of the 424 Lands, upon Notice and at their respective sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Wal-Mart Services. 424 shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the Wal-Mart Services which has the effect of disrupting the ordinary business operations of Wal-Mart or any of the businesses located on the Wal-Mart Lands. The Wal-Mart Services shall be placed in locations which are satisfactory to 424, acting reasonably;
- (iii) an easement in perpetuity in, on, over, along and through those portions of the 424 Lands being comprised of Parts 8, 9 and 10, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER355006 ; and
- (iv) an easement in perpetuity in, on, over, along and through those portions of the 424 Lands being comprised of Parts 11 and 21, Plan 33R-16903 for the purpose of pedestrian and vehicular ingress and egress as in Instrument No. ER514554 .

Such rights and easements shall be in common with the right of 424, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees, occupants and licensees and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants. The rights of Wal-Mart, and their respective successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the 424 Lands and shall be appurtenant to the Wal-Mart Lands.

(b) In connection with any work to be performed by or for Wal-Mart on the 424 Lands pursuant to Subsection 3.12(a), Wal-Mart, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the 424 Lands including, without limitation, the Construction Lien Act (Ontario), and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and, except as to any such holdback, shall promptly pay all accounts relating thereto. Whenever any Wal-Mart Lien shall be filed against the 424 Lands, Wal-Mart shall, within twenty (20) days after receipt of notice thereof, procure and register a discharge thereof, including any certificate of action registered in respect of any Wal-Mart Lien, by payment or in such other manner as may be required or permitted by law. If Wal-Mart does not obtain and register a discharge of such Wal-Mart Lien or any certificate of action in respect of any Wal-Mart Lien, as herein provided, 424 may make any payments into court as may be required to procure and register the discharge of any such Wal-Mart Lien, including any certificate of action registered in respect of any Wal-Mart Lien, and shall be entitled to be reimbursed by Wal-Mart forthwith and its right to reimbursement shall not be diminished, affected or impaired if Wal-Mart shall then or subsequently establish or claim that any Wal-Mart Lien so discharged was without merit or excessive or subject to any abatement, set off or defence. If 424 is reimbursed by Wal-Mart in respect of any payment into court made by 424 as set out herein, 424 shall, at Wal-Mart's request, assign to Wal-Mart its rights to the funds paid into court by 424.

3.13 Confirmation of Easements

The easements acknowledged and confirmed in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11 and 3.12 hereof shall, with the exception of those referred to by registered instrument number, exist by virtue of the grant of such easements contained herein without the necessity of confirmation by any other document, but all parties will, at the request of any other party accompanied by the submitting by the other party of the appropriate documents in a form suitable for registration, execute and acknowledge such documents giving further assurances of such easements.

3.14 Structures

Each of the Owners acknowledges, confirms and agrees for and on behalf of itself, and its successors and assigns, that the rights and easements acknowledged and confirmed herein, with the exception of those referred to by registered instrument number, shall be subject to the right of each Owner and its successors and assigns (i) to construct and reconstruct buildings or other above ground improvements on its respective lands at any time, and from time to time, without breaching the rights and easements acknowledged and confirmed herein and (ii) to construct, install, maintain, inspect, alter, reconstruct, enlarge and repair the roadways and other improvements on its lands, including, without limitation, buildings, landscaping, roadways, driveways, parking areas, walkways, gutters, curbs, street lighting, boulevards, snow cleaning and storage areas and all appurtenances necessary or incidental thereto and to exclude such persons or vehicles as it may require from time to time, on a temporary basis, for purposes of such construction, installation, maintenance, inspection, alteration, removal, replacement, reconstruction, enlargement or repair, provided that each Owner takes such reasonable steps to minimize inconvenience and disturbance to the other Owner and their respective tenants and their respective customers, employees, servants, agents, invitees and licensees, and provided there is always reasonable alternative access to and from the the Wal-Mart Lands, the CTREL Lands, the Mady Lands and the 424 Lands from and to a public highway. Without limiting the generality of the foregoing, it is acknowledged that buildings and other improvements shall and may be constructed in compliance with the municipally approved site plans, and such construction shall not be deemed to derogate from, nor interfere with the rights and easements acknowledged and confirmed herein. The Owners acknowledge that the proposed side expansion of the Wal-Mart Building of approximately 41,661 square feet encroaches onto Mutual Drive Aisle #4 by approximately 1.4 metres as shown on the Site Plan, the area subject to the encroachment being part of the mutual drive aisle which is subject to the easement set out in Instrument No. ER355006. The Owners consent to that encroachment for so long as the Wal-Mart Building remains in that location.

3.15 Provision of Services

The construction, installation or placement of the Wal-Mart Services, the CTREL Services, the Mady Services and the 424 Services, as the case may be, shall be made, used, maintained, repaired, maintained, replaced, reconstructed, altered, removed or enlarged only upon and subject to the terms of this Agreement and the following terms and conditions:

- (a) the party constructing or installing the Wal-Mart Services, the CTREL Services, the Mady Services or the 424 Services, as the case may be, (the "Benefited Party") shall give to the party whose lands are to be burdened thereby (the "Burdened Party") not less than ten (10) days prior Notice of the intention and reasons of the Benefited Party to construct or install the Wal-Mart Services, the CTREL Services, the Mady Services or the 424 Services, as the case may be, and shall consult with the Burdened Party as to the manner of such construction or installation;
- (b) any maintenance, inspection, alteration, repair, removal, replacement, reconstruction or enlargement of the Wal-Mart Services, the CTREL Services, the Mady Services or the 424 Services shall be done on reasonable Notice to the Burdened Party;
- (c) any construction, installation, maintenance, inspection, alteration, repair, removal, replacement, reconstruction or enlargement shall be done with reasonable speed, due diligence, in a good and workmanlike manner and in such a manner as to minimize, to the extent reasonably possible, disruption with business activities on the Burdened Party's lands. Following completion the lands will be reinstated to the state which existed prior to the construction; and
- (d) except in the case of emergencies or causes beyond the control of the Benefited Party, no construction or installation will be carried out by or on behalf of the Benefited Party during the months of November and December.

3.16 Further Rights and Easements

The Owners each covenant and agree with each other to grant such further rights and easements as may hereafter be required in order to determine, with greater specificity, the rights and easements required for access to and from the Mady Lands, the CTREL Lands, the Wal-Mart Lands, the 424 Lands and adjacent streets, for parking and for the installation and maintenance of public utilities and other services including, without limiting the generality of the foregoing, those required for drainage and those required by the corporation or commission supplying

telephone service, electricity, or natural gas to the Lands as long as the said rights and easements do not interfere with the other's enjoyment of its lands and as long as such rights and easements can be located in a way that does not interfere with the siting and construction of any buildings or above ground improvements including future contemplated expansions or intended development of the Mady Lands, the CTREL Lands, the Wal-Mart Lands or the 424 Lands and the Owners further covenant and agree with the other to release such easements and rights of way as are replaced by the easements and rights of way contemplated in this Section 3.16.

3.17 Restrictions on the Granting of Easements

The granting of easements pursuant to the provisions of this Article shall be subject to the following:

- (a) a grant of an easement shall not be requested by an Owner where it is practical and feasible for such party to obtain the required service directly from utilities in public highways or streets adjacent to its lands;
- (b) the location of easements shall be such as not to interfere with the presently erected or contemplated buildings as shown on the Site Plan and to the extent possible not to interfere with any future development that may occur; and
- (c) every grant of easement shall require the transferee of the easement to construct the service or utility so as to permit the surface of the affected land to be used for parking, access roads or other reasonable uses without damage thereto.

ARTICLE 4 – PARKING AND SERVICES

4.1 Parking

- (a) Mady shall at all times maintain on the Mady Lands parking facilities consisting of such number of parking spaces which is the greater of that required by applicable laws and that specified in paragraph (e) of Part II of Schedule E hereto. For greater certainty, Mady must maintain such parking ratio as a minimum on the Mady Lands and shall not rely on excess parking spots on the Wal-Mart Lands, CTREL Lands or the 424 Lands to meet this requirement.
- (b) CTREL shall at all times maintain on the CTREL Lands parking facilities consisting of such number of parking spaces which is the greater of that required by applicable laws and that specified in paragraph (f) of Part II of Schedule E hereto. For greater certainty, CTREL must maintain such parking ratio as a minimum on the CTREL Lands and shall not rely on excess parking spots on the Wal-Mart Lands, Mady Lands or the 424 Lands to meet this requirement.
- (c) 424 shall at all times maintain on the 424 Lands parking facilities consisting of such number of parking spaces which is the greater of that required by applicable laws and that specified in paragraph (e) of Part II of Schedule E hereto. For greater certainty, 424 must maintain such parking ratio as a minimum on the 424 Lands and shall not rely on excess parking spots on the Wal-Mart Lands, Mady Lands or the CTREL Lands to meet this requirement.

4.2 No Barriers or Variations

The Owners covenant and agree not to construct, install, erect, or affix or permit to be constructed, installed, erected or affixed any fence, wall, barrier, fixture, or other material obstruction whatsoever in, on, or between the parking areas on the Mady Lands, the parking areas on the CTREL Lands, the parking areas on the Wal-Mart Lands, or the parking areas on the 424 Lands, nor make any changes to the grade of the parking areas on the Mady Lands, the parking areas on the CTREL Lands, the parking areas on the Wal-Mart Lands, or the parking areas on the 424 Lands as the case may be, which would in any instance inhibit or prevent passage, ingress and egress for pedestrians or vehicles between the parking areas on the Mady Lands, the parking areas on the CTREL Lands, the parking areas on the Wal-Mart Lands and/or the parking areas on the 424 Lands, or be inconsistent with the continued existence and use of the parking areas in accordance with the easements acknowledged and confirmed in Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11 and 3.12. The foregoing covenant and agreement shall not apply to temporary interruption of use for the purpose of making repairs to, or the laying of, underground services or otherwise as specifically may be permitted by the other Owner. In making the aforesaid repairs, the Owners shall make reasonable efforts to minimize

disruption for users of the parking areas. The Owners will not impose or permit the imposition of charges for parking in the parking areas on the Lands.

The Owners further covenant and agree not to relocate or make any variations or changes (without the prior written consent of the other Owners, which consent shall not be unreasonably withheld or unduly delayed) to the access ways to and from adjacent public streets and highways as shown on the Site Plan, except to the extent any such relocation, variations, or changes are required by any governmental authorities.

4.3 Maintenance of Parking Areas, Etc.

Subject to Section 4.5 below, the Owners agree that all parking areas, driveways, access roads, and truck loading areas on their respective lands will, at their own expense, be maintained in good order and repair, be properly drained, be kept in sanitary condition, be cleared promptly of ice, snow, and rubbish, and be kept adequately lighted during and for appropriate periods before and after business hours. The parking areas and driveways on each of the Owner's respective lands shall be kept free of mud, dirt and debris and will be power swept as required from time to time. Each of the Owners shall be responsible for any striping, repairing, or other resurfacing of parking areas on its own lands. The grading of the parking areas shall be performed and maintained by each respective Owner for its own lands in accordance with the requirements of the Town of Strathroy. Each Owner shall keep all areas at all times in a safe, slightly, good and functional condition to standards of comparable first class shopping centres in the market area.

If Mady, CTREL, Wal-Mart or 424, as the case may be, in its sole discretion, reasonably exercised, determines that any particular item of maintenance to the parking area and/or landscaped area of another Owner has not been properly maintained, such Owner shall have the right to give Notice to the other Owner requiring the other Owner to carry out such item of maintenance within ten (10) Business Days of the date of the giving of such Notice. If the Owner to whom such Notice is given has not carried out such item of maintenance within the said ten (10) Business Day period, the Owner giving the Notice shall be entitled to enter upon the lands of the Owner to whom such Notice was given in order to correct the said item of maintenance, and the Owner on whose lands such maintenance was carried out shall forthwith pay to the Owner carrying out such maintenance the cost of same on receipt of proper invoices and back-up information substantiating such cost.

4.4 Employee Parking

Each Owner shall not permit its own motor vehicles and its tenant's motor vehicles to park in the parking areas on the lands of the other Owners or to park on its own lands in close proximity to the entrances to the buildings on its lands. Mady shall use its best efforts to prohibit its employees and, if applicable, its tenants' employees from parking in the parking areas on the Wal-Mart Lands, the CTREL Lands and the 424 Lands and from parking on the Mady Lands in close proximity to the entrances to the Mady Buildings. Wal-Mart shall use its best efforts to prohibit its employees and, if applicable, its tenants' employees from parking in the parking areas on the Mady Lands, CTREL Lands and the 424 Lands and from parking on the Wal-Mart Lands in close proximity to the entrances to the Wal-Mart Building. CTREL shall use its best efforts to prohibit its employees and, if applicable, its tenants' employees from parking in the parking areas on the Mady Lands, the Wal-Mart Lands and the 424 Lands and from parking on the CTREL Lands in close proximity to the entrances to the CTREL Buildings. 424 shall use its best efforts to prohibit its employees and, if applicable, its tenants' employees from parking in the parking areas on the Mady Lands, the Wal-Mart Lands and the CTREL Lands and from parking on the 424 Lands in close proximity to the entrances to the 424 Buildings.

4.5 Shared Access Road

Mady, CTREL, Wal-Mart and 424 covenant and agree that, following the date of this Agreement, Mady shall be responsible for: (i) repairing, maintaining and/or replacing the Shared Access Road; and (ii) removing snow, ice and debris from the Shared Access Road, all in a manner consistent with first class shopping centre standards (the cost of completing the foregoing being hereinafter referred to as the "Access Road Shared Costs"). Mady shall be responsible for the Mady Proportionate Share of the Access Road Shared Costs [for greater certainty, the Mady Proportionate Share shall be further apportioned, as outlined in Paragraph 1.1(w) hereof, in the event that the Plaza Lands and the Mady Raw Lands subsequently come under separate ownership, with the respective owners of the Plaza Lands and the Mady Raw

Lands being responsible for the related percentages set out in Paragraph 1.1(w)], CTREL shall be responsible for the CTREL Proportionate Share of the Access Road Shared Costs, Wal-Mart shall be responsible for the Wal-Mart Proportionate Share of the Access Road Shared Costs and 424 shall be responsible for the 424 Proportionate Share of the Access Road Shared Costs.

The Access Road Shared Costs shall be established either by contract price or by the estimate of a consulting engineer. Prior to Mady entering into a contract for the maintenance items constituting the Access Road Shared Costs, it shall provide reasonable detail of the costs associated therewith to Wal-Mart, CTREL and 424 for their approval, such approval not to be unreasonably withheld or delayed. Within sixty (60) days of the end of each calendar year, Mady shall provide Wal-Mart with an invoice for the Wal-Mart Proportionate Share of the Access Road Shared Costs for the immediately preceding calendar year, together with satisfactory back-up information. Provided that Wal-Mart is satisfied with the foregoing invoice and back-up information, Wal-Mart shall pay the Wal-Mart Proportionate Share of the Access Road Shared Costs within thirty (30) days of receipt of an invoice from Mady. Within sixty (60) days of the end of each calendar year, Mady shall provide CTREL with an invoice for the CTREL Proportionate Share of the Access Road Shared Costs for the immediately preceding calendar year, together with satisfactory back-up information. Provided that CTREL is satisfied with the foregoing invoice and back-up information, CTREL shall pay the CTREL Proportionate Share of the Access Road Shared Costs within thirty (30) days of receipt of an invoice from Mady. Within sixty (60) days of the end of each calendar year, Mady shall provide 424 with an invoice for the 424 Proportionate Share of the Access Road Shared Costs for the immediately preceding calendar year, together with satisfactory back-up information. Provided that 424 is satisfied with the foregoing invoice and back-up information, 424 shall pay the 424 Proportionate Share of the Access Road Shared Costs within thirty (30) days of receipt of an invoice from Mady.

If Wal-Mart, CTREL or 424, in their sole discretion, reasonably exercised, determines that any particular item of maintenance to the Shared Access Road required to be performed by Mady pursuant to this Section 4.5 has not been properly completed, Wal-Mart, CTREL or 424, as the case may be, shall have the right to give Notice to Mady, providing a copy of such Notice to the other Owners, requiring Mady to carry out such item of maintenance within five (5) days of the date of the giving of such Notice (except in case of emergency, in which case Wal-Mart, CTREL or 424, as the case may be, shall be entitled to immediately complete such item of maintenance). If Mady has not carried out such item of maintenance within the said five (5) day period, the Owner that delivered the foregoing Notice shall be entitled to give Notice of Mady's default to the other Owners together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, the Owner who has delivered the Notice shall be entitled to complete the said item of maintenance and the other Owners shall pay to the Owner that performed such item of maintenance their respective Proportionate Shares of the cost of performing such item of maintenance within thirty (30) days of receipt of an invoice in respect of same. . In the event that the foregoing takes place following the Plaza Lands and the Raw Mady Lands coming under separate ownership, Wal-Mart, CTREL or 424 as the case may be, shall have the right to give the above-described Notice to the registered owner of the Plaza Lands, providing a copy to the other Owners as well as to the registered owner of the Raw Mady Lands, requiring the registered owner of the Plaza Lands to carry out such item of maintenance within five (5) days of the date of the giving of such notice (except in the case of emergency, in which Wal-Mart, CTREL or 424, as the case may be, shall be entitled to immediately complete such item of maintenance) If the registered owner of the Plaza Lands has not carried out such item of maintenance within the said five (5) day period, the Owner that delivered the foregoing Notice shall be entitled to give Notice of said default to the other Owners as well as to the registered owner of the Raw Mady Lands, together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, the Owner who has delivered the Notice shall be entitled to complete the said item of maintenance, and the other Owners, as well as the registered owners of the Plaza Lands and of the Raw Mady Lands shall pay to the Owner that performed such item of maintenance their respective Proportionate Shares of the cost of performing such item of maintenance for the Shared Access Road, as outlined above, within thirty (30) days of receipt of an invoice in respect of same.

4.6 Pylon Signs

(a) Mady has constructed Pylon Sign #1 in the location delineated on the Site Plan. The Owners acknowledge and agree that:

- (i) Pylon Sign #1 shall be no higher than Pylon Sign #2;
- (ii) Pylon Sign #1 shall not be relocated from the location designated on the Site Plan without the prior written approval of CTREL; and
- (iii) the power source for Pylon Sign #1 shall be located on the Mady Lands, and Mady shall be solely responsible for all costs relating to Pylon Sign #1 (including, without limiting the generality of the foregoing, all utility costs relating to Pylon Sign #1).

Mady shall, at its sole cost and expense, maintain, operate, repair and/or replace Pylon Sign # 1 in a manner that is consistent with first class shopping centre standards, provided that Wal-Mart shall be responsible, at its sole cost and expense, for installing, repairing, maintaining and/or replacing its signage on Pylon Sign #1. Wal-Mart shall be entitled to place its signage upon the bottom twenty-five percent (25%) of each face of Pylon Sign #1, and Wal-Mart shall in each instance be entitled to include on its signage, beneath its trade name, a trade slogan, and shall be entitled to change its trade name and slogan on such signage from time to time at its sole cost and expense. If, in the sole discretion of Wal-Mart, reasonably exercised, Mady at any time fails to maintain, operate, repair and/or replace Pylon Sign #1 in a manner that is consistent with first class shopping centre standards, Wal-Mart shall be entitled to enter upon the Mady Lands and/or CTREL Lands at any time in order to maintain, operate, repair and/or replace Pylon Sign #1 in such manner as it considers necessary. If Wal-Mart at any time incurs any costs in maintaining, operating, repairing and/or replacing Pylon Sign #1 in accordance with the foregoing, then within thirty (30) days of delivery of an invoice by Wal-Mart to Mady in respect of such costs, Mady shall reimburse Wal-Mart for the aggregate amount of such costs by way of certified cheque or bank draft.

(b) Mady has constructed Pylon Sign #3 in the location delineated on the Site Plan. CTREL shall be entitled to place its signage upon the bottom twenty-five percent (25%) of each face of Pylon Sign #3 and on two additional panels (each two feet in height and four feet in width), and CTREL shall be entitled to change its signage from time to time at its sole cost and expense. If, in the sole discretion of CTREL, reasonably exercised, Mady at any time fails to maintain, operate, repair and/or replace Pylon Sign #3 in a manner that is consistent with first class shopping centre standards, CTREL shall be entitled to enter upon the Mady Lands at any time in order to maintain, operate, repair and/or replace Pylon Sign #3 in such manner as it considers necessary. If CTREL at any time incurs any costs in maintaining, operating, repairing and/or replacing Pylon Sign #3 in accordance with the foregoing, then within thirty (30) days of delivery of an invoice by CTREL to Mady in respect of such costs, Mady shall reimburse CTREL for the aggregate amount of such costs by way of certified cheque or bank draft.

(c) Subject to the rights of Wal-Mart with respect to Pylon Sign #1, as provided for in Section 4.6(a), 424 shall be entitled to double panelled illuminated signage (six feet and three quarter inches in height by twelve feet in width) in the case of Pylon Sign #1, and, four feet in height by twelve feet in width with respect to Pylon Sign #3, in the following dedicated locations:

- (i) with respect to Pylon Sign #1, directly beneath the existing Strathroy Crossing sign panel;
- (ii) with respect to Pylon Sign #3, the two panels directly above the CTREL bottom sign panel.

Mady shall, at its sole cost and expense, maintain, operate, repair and/or replace Pylon Sign #1 and Pylon Sign #3 in a manner that is consistent with first-class shopping centre standards, provided that 424 shall be responsible, at its sole cost and expense for installing, repairing, maintaining and/or replacing its signage on Pylon Sign #1 and Pylon Sign #3. In addition to the foregoing 424 shall pay its proportionate share of maintenance costs attributable to each of the Pylon Signs, based on the size of 424's sign in comparison to all signage on the pylon. 424's exposure on the Pylon Signs shall be on all sides. Mady shall provide base conduit wiring at three hundred and forty-seven volts (347 V) and connection to its electrical panel. Mady shall

obtain all municipal approvals and permits and shall undertake all such engineering as may be necessary or requisite in connection with 424's signage rights as provided for herein at its sole cost and expense. If, in the sole discretion of 424, reasonably exercised, Mady at any time fails to maintain, operate, repair and/or replace Pylon Sign #1 or Pylon Sign #3 in a manner that is consistent with first-class shopping centre standards, 424 shall be entitled to enter upon the CTREL Lands or the Mady Lands, as the case may be, at any time in order to maintain, operate and/or replace Pylon Sign #1 or Pylon Sign #3 in such manner as it considers necessary. If 424 at any time incurs any costs in maintaining, operating, repairing and/or replacing Pylon Sign #1 or Pylon Sign #3 in accordance with the foregoing, then within thirty (30) days of delivery of an invoice by 424 to Mady in respect of such costs, Mady shall reimburse 424 for the aggregate amount of such costs by way of certified cheque or bank draft.

4.7 Mutual Drive Aisles

The Owners covenant and agree that, following the date of this Agreement, Mady shall be responsible for: (i) repairing, maintaining and/or replacing the Mutual Drive Aisles; and (ii) removing snow, ice and debris from the Mutual Drive Aisles, all in a manner consistent with first class shopping centre standards (the cost of completing the foregoing being hereinafter referred to as the "Drive Aisle Shared Costs"). The Owners covenant and agree that the Drive Aisle Shared Costs shall be allocated between the Owners as follows:

- (i) Each of CTREL and 424 shall be solely responsible for fifty percent (50%) of the Drive Aisle Shared Costs relating to Mutual Drive Aisle #1.
- (ii) Each of Mady and 424 shall be solely responsible for the following percentages of the Drive Aisle Shared Costs related to Mutual Drive Aisle #2:
 - (1) Mady – 81.77%
 - (2) 424 – 18.23%
- (iii) Each of Mady and 424 shall be solely responsible for fifty percent (50%) of the Drive Aisle Shared Costs relating to Mutual Drive Aisle #3.
- (iv) Each of Mady, Wal-Mart and 424 shall be solely responsible for the following percentages of the Drive Aisle Shared Costs relating to Mutual Drive Aisle #4:
 - (1) Mady – 42.21%
 - (2) Wal-Mart – 50%
 - (3) 424 – 7.79%
- (v) For greater certainty, notwithstanding Section 4.8 hereof, if the Plaza Lands and the Raw Mady Lands come under separate ownership, the above percentages otherwise payable by Mady in relation to Drive Aisle Shared Costs relating to the Mutual Drive Aisles shall be payable by the registered owner of the Raw Mady Lands.

The Drive Aisle Shared Costs for Mutual Drive Aisle #1 shall be established either by contract price or by the estimate of a consulting engineer. Prior to Mady entering into a contract for the maintenance items constituting the Drive Aisle Shared Costs for Mutual Drive Aisle #1, it shall provide reasonable detail of the costs associated therewith to CTREL and 424 for their approval, such approval not to be unreasonably withheld or delayed. Within sixty (60) days of the end of each calendar year, Mady shall provide CTREL with an invoice for fifty percent (50%) of the Drive Aisle Shared Costs for Mutual Drive Aisle #1 for the immediately preceding calendar year, together with satisfactory back-up information. Provided that CTREL is satisfied with the foregoing invoice and back-up information, CTREL shall pay the invoiced amount within thirty (30) days of receipt of an invoice from Mady. Within sixty (60) days of the end of each calendar year, Mady shall provide 424 with an invoice for fifty percent (50%) of the Drive Aisle Shared Costs for Mutual Drive Aisle #1 for the immediately preceding calendar year, together with

satisfactory back-up information. Provided that 424 is satisfied with the foregoing invoice and back-up information, 424 shall pay the invoiced amount within thirty (30) days of receipt of an invoice from Mady.

If CTREL or 424, in their sole discretion, reasonably exercised, determines that any particular item of maintenance to Mutual Drive Aisle #1 required to be performed by Mady pursuant to this Section 4.7 has not been properly completed, CTREL or 424 as the case may be, shall have the right to give Notice to Mady, providing a copy of such Notice to the other Owner, requiring Mady to carry out such item of maintenance within five (5) days of the date of the giving of such Notice (except in case of emergency, in which case CTREL or 424 as the case may be, shall be entitled to immediately complete such item of maintenance). If Mady has not carried out such item of maintenance within the said five (5) day period, the Owner that delivered the foregoing Notice shall be entitled to give Notice of Mady's default to the other Owner together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, the Owner who has delivered the Notice shall be entitled to complete the said item of maintenance and the other Owner shall pay to the Owner that performed such item of maintenance fifty percent (50%) of the cost of performing such item of maintenance within thirty (30) days of receipt of an invoice in respect of same. In the event that the foregoing takes place following the Plaza Lands and the Raw Mady Lands coming under separate ownership, CTREL or 424, as the case may be, shall have the right to give the above-described Notice to the registered owner of the Plaza Lands, providing a copy of such Notice to the other Owner, requiring the registered owner of the Plaza Lands to carry out such item of maintenance within five (5) days of the date of the giving of such Notice (except in case of emergency, in which case CTREL or 424, as the case may be, shall be entitled to immediately complete such item of maintenance). If the registered owner of the Plaza Lands has not carried out such item of maintenance within the said five (5) day period, CTREL or 424, as the case may be, shall be entitled to give Notice of said default to the other Owner, together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, CTREL or 424, as the case may be, shall be entitled to complete the said item of maintenance, and other Owner shall pay to that Owner that performed such item of maintenance fifty percent (50%) of the cost of performing such item of maintenance. within thirty (30) days of receipt of an invoice in respect of same.

The Drive Aisle Shared Costs for Mutual Drive Aisles #2 and #3 shall be established either by contract price or by the estimate of a consulting engineer. Prior to Mady entering into a contract for the maintenance items constituting the Drive Aisle Shared Costs for Mutual Drive Aisles #2 and #3, it shall provide reasonable detail of the costs associated therewith to 424 for its approval, such approval not to be unreasonably withheld or delayed. Within sixty (60) days of the end of each calendar year, Mady shall provide 424 with an invoice for 18.23% of the Drive Aisle Shared Costs for Mutual Drive Aisle #2 and fifty percent (50%) of the Drive Aisle Shared Costs for Mutual Drive Aisle #3 for the immediately preceding calendar year, together with satisfactory back-up information. Provided that 424 is satisfied with the foregoing invoice and back-up information, 424 shall pay the invoiced amount within thirty (30) days of receipt of an invoice from Mady. If 424, in its sole discretion, reasonably exercised, determines that any particular item of maintenance to Mutual Drive Aisle #2 or #3 required to be performed by Mady pursuant to this Section 4.7 has not been properly completed, 424 shall have the right to give Notice to Mady requiring Mady to carry out such item of maintenance within five (5) days of the date of the giving of such Notice (except in case of emergency, in which case 424, shall be entitled to immediately complete such item of maintenance). If Mady has not carried out such item of maintenance within the said five (5) day period, 424 shall be entitled to complete the said item of maintenance, and Mady shall pay to 424 81.77% of the cost of performing such item of maintenance in the case of Mutual Drive Aisle #2, and fifty percent (50%) of the cost of performing such item of maintenance in the case of Mutual Drive Aisle #3, within thirty (30) days of receipt of an invoice in respect of same. In the event that the foregoing takes place following the Plaza Lands and the Raw Mady Lands coming under separate ownership, 424 shall have the right to give the above-described Notice to the registered owner of the Plaza Lands, providing a copy of such Notice to the registered owner of the Raw Mady Lands, requiring the registered owner of the Plaza Lands to carry out such item of maintenance within five (5) days of the date of the giving of such Notice (except in case of emergency, in which case 424 shall be entitled to immediately complete such item of maintenance). If the registered owner of the Plaza Lands has not carried out such item of maintenance within the said five (5) day period, 424 shall

be entitled to give Notice of said default to the registered owner of the Raw Mady Lands, together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, 424 shall be entitled to complete the said item of maintenance, and the registered owner of the Raw Mady Lands shall pay to 424 its percentage interest (being Mady's percentages outlined above) of the cost of performing such item of maintenance for the MDA in question, as outlined above, within thirty (30) days of receipt of an invoice in respect of same.

The Drive Aisle Shared Costs for Mutual Drive Aisle #4 shall be established either by contract price or by the estimate of a consulting engineer. Prior to Mady entering into a contract for the maintenance items constituting the Drive Aisle Shared Costs for Mutual Drive Aisle #4, it shall provide reasonable detail of the costs associated therewith to Wal-Mart and 424 for their approval, such approval not to be unreasonably withheld or delayed. Within sixty (60) days of the end of each calendar year, Mady shall provide Wal-Mart and 424 with an invoice for their respective percentage interests, as set out in Section 4.7(iv) of the Drive Aisle Shared Costs for Mutual Drive Aisle #4 for the immediately preceding calendar year, together with satisfactory back-up information. Provided that Wal-Mart is satisfied with the foregoing invoice and back-up information, Wal-Mart shall pay the invoiced amount within thirty (30) days of receipt of an invoice from Mady. Provided that 424 is satisfied with the foregoing invoice and back-up information, 424 shall pay the invoiced amount within thirty (30) days of receipt of an invoice from Mady.

If Wal-Mart or 424, in their sole discretion, reasonably exercised, determines that any particular item of maintenance to Mutual Drive Aisle #4 required to be performed by Mady pursuant to this Section 4.7 has not been properly completed, Wal-Mart or 424 as the case may be, shall have the right to give Notice to Mady, providing a copy of such Notice to the other Owner, requiring Mady to carry out such item of maintenance within five (5) days of the date of the giving of such Notice (except in case of emergency, in which case Wal-Mart or 424 as the case may be, shall be entitled to immediately complete such item of maintenance). If Mady has not carried out such item of maintenance within the said five (5) day period, the Owner that delivered the foregoing Notice shall be entitled to give Notice of Mady's default to the other Owner together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, the Owner who has delivered the Notice shall be entitled to complete the said item of maintenance and the other Owner shall pay to the Owner that performed such item of maintenance its percentage interest of the cost of performing such item of maintenance within thirty (30) days of receipt of an invoice in respect of same. In the event that the foregoing takes place following the Plaza Lands and the Raw Mady Lands coming under separate ownership, Wal-Mart or 424 as the case may be, shall have the right to give the above-described Notice to the registered owner of the Plaza Lands, providing a copy to the other Owner as well as to the registered owner of the Raw Mady Lands, requiring the registered owner of the Plaza Lands to carry out such item of maintenance within five (5) days of the date of the giving of such notice (except in the case of emergency, in which case Wal-Mart or 424, as the case may be, shall be entitled to immediately complete such item of maintenance) If the registered owner of the Plaza Lands has not carried out such item of maintenance within the said five (5) day period, the Owner that delivered the foregoing Notice shall be entitled to give Notice of said default to the other Owner as well as to the registered owner of the Raw Mady Lands, together with a written estimate of the cost of performing such item of maintenance and a request for approval to perform such maintenance, which approval shall not be unreasonably withheld or delayed. If such request is approved in accordance with the provisions of Section 1.3 of this Agreement, the Owner who has delivered the Notice shall be entitled to complete the said item of maintenance, and the other Owners as well as the registered owner of the Raw Mady Lands shall pay to the Owner that performed such item of maintenance their respective percentage interests of the cost of performing such item of maintenance for the MDA #4, as outlined above, within thirty (30) days of receipt of an invoice in respect of same.

4.8 Attachment/Assignment of Mady's Repair and Maintenance Obligations

With respect to Mady's obligations to maintain, operate, repair and/or replace, as outlined in Sections 4.5, 4.6 and 4.7 above, the parties agree, for greater certainty, that said obligations shall be attached and/or assigned to the ownership of the Plaza Lands, with the intention that Mady shall initially be responsible for such obligations, and that Mady's successors and assigns as the

registered owner of the Plaza Lands shall subsequently become responsible for such obligations, with Mady to be released from future responsibility for such obligations upon Mady no longer being the registered owner of the Plaza Lands (subject to compliance with Section 8.3 hereof). Similarly, any future payments to be made to Mady pursuant to the above-described Sections shall become payable to Mady's successors and assigns as the registered owner of the Plaza Lands (also subject to compliance with Section 8.3 hereof), with the exception of any amounts already invoiced to the various other owners of the Lands pursuant to the above-described Sections at the time of a change in ownership of the Plaza Lands, which shall remain payable to Mady (or to the subsequent transferring or selling owner of the Plaza Lands, as the case may be).

ARTICLE 5 – BUILDINGS

5.1 Maintenance Of Buildings

Subject to Section 4.5 above, each of Mady, CTREL, Wal-Mart and 424 shall be responsible, at their own expense, for maintaining their respective buildings and properties in a good state of maintenance and repair, free and clear of rubbish, debris, and other refuse as would a prudent owner, and if their respective buildings are damaged or destroyed from any cause whatsoever, then Mady, CTREL, Wal-Mart or 424, as the case may be, will either forthwith repair the damage and destruction or remove the damaged building and any rubble or debris resulting from the damage or destruction.

5.2 Nuisance

(a) Mady shall not use or permit any part of the Mady Lands to be used in such a manner as to create a nuisance, nor shall Mady allow or permit any noises, water, vapors, steam, odours, vibrations or other undesirable effects to emanate from the Mady Lands or any part thereof or from any equipment or installation therein which in the reasonable opinion of Wal-Mart, CTREL or 424 is objectionable or causes any interference with the safety, comfort or convenience of the Wal-Mart Building, the CTREL Buildings or the 424 Buildings.

(b) Wal-Mart shall not use or permit any part of the Wal-Mart Lands to be used in such a manner as to create a nuisance, nor shall Wal-Mart allow or permit any noises, water, vapors, steam, odours, vibrations or other undesirable effects to emanate from the Wal-Mart Lands or any part thereof or from any equipment or installation therein which in the reasonable opinion of Mady, CTREL or 424 is objectionable or causes any interference with the safety, comfort or convenience to the Mady Buildings, the CTREL Buildings, or the 424 Buildings.

(c) CTREL shall not use or permit any part of the CTREL Lands to be used in such a manner as to create a nuisance, nor shall CTREL allow or permit any noises, water, vapors, steam, odours, vibrations or other undesirable effects to emanate from the CTREL Lands or any part thereof or from any equipment or installation therein which in the reasonable opinion of Mady, Wal-Mart or 424 is objectionable or causes any interference with the safety, comfort or convenience to the Mady Buildings, the Wal-Mart Building or the 424 Buildings.

(d) 424 shall not use or permit any part of the 424 Lands to be used in such a manner as to create a nuisance, nor shall 424 allow or permit any noises, water, vapors, steam, odours, vibrations or other undesirable effects to emanate from the 424 Lands or any part thereof or from any equipment or installation therein which in the reasonable opinion of Mady, Wal-Mart or CTREL is objectionable or causes any interference with the safety, comfort or convenience to the Mady Buildings, the Wal-Mart Building or the CTREL Buildings.

5.3 Insurance

The parties covenant and agree that:

(a) Each of Mady, CTREL, Wal-Mart and 424 shall maintain its own comprehensive general liability insurance in an amount of not less than Five Million (Canadian) Dollars (\$5,000,000.00) with respect to any one accident arising from, under, or through the use of the reciprocal parking areas or in connection with the enjoyment or exercise of any other rights conferred under this Agreement, and each of Mady, CTREL, Wal-Mart and 424 shall deliver a certified copy of certificate of such policy to the other at any time or times upon request. Each comprehensive general liability insurance policy upon written request shall name the other Owner and its mortgagee as an additional named insured and shall contain cross-liability endorsements and severability of interests clauses; and

(b) Any party hereto acting reasonably shall have the right for a period of sixty (60) days following the end of each five (5) year period during the term of this Agreement, to give Notice to the other parties requiring the amount of the coverage of the said liability to be increased. The amount of such increase shall be an amount commensurate with the then current standard of liability insurance coverage with respect to the operation of mutual parking areas and cross access used in conjunction with commercial operations.

ARTICLE 6 – ARBITRATION

6.1 Arbitration - General

If the parties are unable for a period of thirty (30) days to agree on any matter upon which they are required by the terms of this Agreement to agree or which is necessary for them to agree upon in order to conduct their respective business then, the matters shall be submitted to an arbitration panel. Arbitration proceedings shall be started by the party desiring arbitration (hereinafter called the "Initiating Party") giving Notice to the other party (hereinafter called the "Responding Party") specifying briefly the matter to be arbitrated and designating an arbitrator, and the Responding Party shall be entitled to designate a second arbitrator by giving Notice thereof to the Initiating Party within ten (10) days after receipt of the Initiating Party's Notice. If the Responding Party shall elect to designate a second arbitrator and deliver Notice thereof within the time limited above, the two arbitrators so designated shall within ten (10) days following the receipt of the Notice designating the Responding Party's arbitrator designate a third arbitrator to act jointly with them. If the arbitrators shall be unable to agree in the selection of the third arbitrator (who shall be the Chairman of the arbitration panel hereunder), the third arbitrator shall be designated by the Court upon proper application by the Initiating Party pursuant to the provisions of the Arbitrations Act (Ontario). The arbitration panel shall then promptly proceed to hear the evidence and submissions of the Initiating Party and the Responding Party and shall render a written decision within thirty (30) days after the designation of the third arbitrator. The decision of the majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, both in respect of the procedure and conduct of the parties during the arbitration and the final determination of the matter to be arbitrated, and such decision shall be final and binding upon the parties and shall not be subject to appeal and may be made an order of the Court pursuant to the Arbitrations Act (Ontario). Submission to arbitration as provided in this Section shall be a condition precedent to the bringing of any legal action with respect to any matter expressly required or permitted to be arbitrated pursuant to the provisions of this Agreement. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both the Initiating Party or the Responding Party but each party, however, shall bear its own evidence, witness, and legal counsel fees. It is agreed that the arbitration shall take place in Toronto, Ontario and that such arbitration shall be held for the purpose of hearing such evidence and representations as either the Initiating Party or Responding Party may present at a time and place in Toronto, Ontario to be agreed upon at the time by the parties or, failing such agreement, by the arbitrators. Furthermore, the party in whose favour the arbitration decision is rendered shall be entitled to specific performance to ensure that such decision is properly carried out.

6.2 Failure to Designate Arbitrator

If the Responding Party shall fail to designate an arbitrator and deliver Notice thereof to the Initiating Party within the time limited in Section 6.1 hereof, then the arbitrator appointed by the Initiating Party shall be entitled to arbitrate the matter to be arbitrated as if appointed a single arbitrator pursuant to the provisions of the Arbitrations Act, (Ontario).

ARTICLE 7 – INDEMNITY AND DAMAGE

7.1 Mady's Indemnity

Notwithstanding any other terms, covenants and conditions contained in this Agreement, Mady shall indemnify each of CTREL, Wal-Mart and 424 and save them harmless from and against any and all loss, claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of the occupancy or use by Mady of the Mady Lands or any part thereof, or occasioned wholly or in part by any negligent or willful act or omission of Mady, its agents, contractors, employees, servants, licensees and invitees, occupants and customers or by anyone permitted to be upon the Mady Lands. If either Wal-Mart, CTREL or 424 shall, without fault on its part, be made a party

to any litigation commenced by or against Mady, Mady shall protect, indemnify and hold Wal-Mart, CTREL or 424, as the case may be, harmless and shall defend such action in the name of Wal-Mart, CTREL or 424, as the case may be, and pay all costs, expenses, and legal fees so that Wal-Mart, CTREL or 424, as the case may be, shall suffer no loss or harm in connection with such litigation.

7.2 **Wal-Mart's Indemnity**

Notwithstanding any other terms, covenants and conditions contained in this Agreement, Wal-Mart shall indemnify each of Mady, CTREL and 424 and save them harmless from and against any and all loss, claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of the occupancy or use by Wal-Mart of the Wal-Mart Lands or any part thereof, or occasioned wholly or in part by any negligent or wilful act or omission of Wal-Mart, its agents, contractors, employees, servants, licensees and invitees, occupants and customers or by anyone permitted to be upon the Wal-Mart Lands. If either Mady, CTREL or 424 shall, without fault on its part, be made a party to any litigation commenced by or against Wal-Mart, Wal-Mart shall protect, indemnify and hold Mady, CTREL or 424, as the case may be, harmless and shall defend such action in the name of Mady, CTREL or 424, as the case may be, and pay all costs, expenses, and legal fees so that Mady, CTREL or 424, as the case may be, shall suffer no loss or harm in connection with such litigation.

7.3 **CTREL's Indemnity**

Notwithstanding any other terms, covenants and conditions contained in this Agreement, CTREL shall indemnify each of Mady, Wal-Mart and 424 and save them harmless from and against any and all loss, claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of the occupancy or use by CTREL of the CTREL Lands or any part thereof, or occasioned wholly or in part by any negligent or wilful act or omission of CTREL, its agents, contractors, employees, servants, licensees and invitees, occupants and customers or by anyone permitted to be upon the CTREL Lands. If either Mady, Wal-Mart or 424 shall, without fault on its part, be made a party to any litigation commenced by or against CTREL, CTREL shall protect, indemnify and hold Mady, Wal-Mart or 424, as the case may be, harmless and shall defend such action in the name of Mady, Wal-Mart or 424, as the case may be, and pay all costs, expenses, and legal fees so that Mady, Wal-Mart or 424, as the case may be, shall suffer no loss or harm in connection with such litigation.

7.4 **424's Indemnity**

Notwithstanding any other terms, covenants and conditions contained in this Agreement, 424 shall indemnify each of Mady, Wal-Mart and CTREL and save them harmless from and against any and all loss, claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of the occupancy or use by 424 of the 424 Lands or any part thereof, or occasioned wholly or in part by any negligent or wilful act or omission of 424, its agents, contractors, employees, servants, licensees and invitees, occupants and customers or by anyone permitted to be upon the 424 Lands. If either Mady, Wal-Mart or CTREL shall, without fault on its part, be made a party to any litigation commenced by or against 424, 424 shall protect, indemnify and hold Mady, Wal-Mart or CTREL, as the case may be, harmless and shall defend such action in the name of Mady, Wal-Mart or CTREL, as the case may be, and pay all costs, expenses, and legal fees so that Mady, Wal-Mart or CTREL, as the case may be, shall suffer no loss or harm in connection with such litigation.

7.5 **Mady's Loss and Damage**

Mady shall not be liable for any death or injury or damage to the property of Wal-Mart, CTREL, 424 or of others located on the Wal-Mart Lands, the CTREL Lands or the 424 Lands, nor for the loss of or damage to any property of Wal-Mart, CTREL, 424 or of others by theft or otherwise, resulting or arising from any cause whatsoever, excluding any such damage, loss or injury resulting from the negligence of Mady, its agents, servants or employees or other persons for whom it may in law be responsible.

7.6 **Wal-Mart's Loss and Damage**

Wal-Mart shall not be liable for any death or injury or damage to the property of Mady, CTREL, 424 or of others located on the Mady Lands, the CTREL Lands, or the 424 Lands, nor for the loss of or damage to any property of Mady, CTREL, 424 or of others by theft or otherwise, resulting or arising from any cause whatsoever, excluding any such damage, loss or injury resulting from the negligence of Wal-Mart, its agents, servants or employees or other persons for whom it may in law be responsible.

7.7 **CTREL's Loss and Damage**

CTREL shall not be liable for any death or injury or damage to the property of Mady, Wal-Mart, 424 or of others located on the Mady Lands, the Wal-Mart Lands, or the 424 Lands nor for the loss of or damage to any property of Mady, Wal-Mart, 424 or of others by theft or otherwise, resulting or arising from any cause whatsoever, excluding any such damage, loss or injury resulting from the negligence of CTREL, its agents, servants or employees or other persons for whom, it may in law be responsible.

7.8 **424's Loss and Damage**

424 shall not be liable for any death or injury or damage to the property of Mady, Wal-Mart, CTREL or of others located on the Mady Lands, the Wal-Mart Lands, or the CTREL Lands nor for the loss of or damage to any property of Mady, Wal-Mart, CTREL or of others by theft or otherwise, resulting or arising from any cause whatsoever, excluding any such damage, loss or injury resulting from the negligence of 424, its agents, servants or employees or other persons for whom, it may in law be responsible.

ARTICLE 8 – ENCUMBRANCES AND TRANSFERS

8.1 **Consent of Mortgagees**

Each Owner agrees to obtain from each and every mortgagee, trustee, or similar encumbrancer of its respective Lands a written agreement in the form annexed hereto as Schedule F consenting to the rights and easements as hereinbefore acknowledged and confirmed and postponing and subordinating the right of each such mortgagee, trustee or encumbrancer to this Agreement and to the easements hereby confirmed.

8.2 **Creation of Encumbrances**

The Owners covenant and agree that each shall only mortgage, charge or encumber their respective interests in the Lands upon the following terms and conditions:

- (a) a charge or any other form of encumbrance in the nature of the granting of security of the chargor's interest in such Lands shall be made contemporaneously and in conjunction with a charge of the chargor's rights under this Agreement and the party receiving the charge of rights under this Agreement is the same party receiving the charge; and
- (b) the chargee or encumbrancer shall, contemporaneously with the taking of such charge or encumbrance, execute and deliver to the chargor and the other parties hereto an agreement substantially in the form annexed hereto as Schedule F.

Each of the Owners acknowledges and agrees that the chargee shall:

- (a) upon delivery of the acknowledgment in the form attached hereto as Schedule F, automatically be entitled to the rights and benefits of Wal-Mart, CTREL, Mady, or 424, as the case may be, under this Agreement subject to the terms of the appropriate acknowledgments; and
- (b) upon request contemporaneously and in conjunction with it acquiring its respective interest in the Wal-Mart Lands, the CTREL Lands, the Mady Lands or the 424 Lands and complying with this Section 8.2 be entitled to an express acknowledgment from the owners of the Wal-Mart Lands, the CTREL Lands, the Mady Lands or the 424 Lands that the chargee shall be entitled to the rights and benefits of Wal-Mart, CTREL, Mady or 424, as the case may be under this Agreement, subject to the terms of the appropriate acknowledgement.

8.3 Transfers

(a) Each Owner (the "Selling Owner") covenants and agrees with the other Owner that upon any sale or transfer of its lands, any part thereof or any interest therein (other than a conveyance without consideration of a portion of its lands to a governmental authority required as part of or in the course of the development of its lands), the Selling Owner will cause the transferee to execute and deliver to the other Owner an agreement in the form annexed hereto as Schedule G, whereby the transferee agrees to be bound by and observe the Selling Owner's covenants and obligations under this Agreement from and after the sale or transfer as if it were an original signatory thereto, including, without limitation, the covenant contained in this Section 8.3, to the extent of the portion of the lands or interest therein of the Selling Owner being acquired by the transferee.

(b) The Selling Owner shall be released from any further obligations under this Agreement arising in respect of the period following a sale or transfer to the extent of the Lands or portion thereof or interest therein being sold or transferred by the Selling Owner if the sale or transfer is to a third party dealing at arm's length with the Selling Owner, and subject to such third party assuming and agreeing to be bound by and observe the terms and conditions of this Agreement in accordance with subsection (a) above.

ARTICLE 9 – MISCELLANEOUS

9.1 Notice

All notices, requests, demands or other communications (a "Notice") to be given pursuant to this Agreement shall be given in writing and either be mailed postage prepaid or be delivered by personal delivery during normal business hours on Business Days mailed or delivered, as the case may be:

(a) In the case of Mady to:

c/o Mady Development Corporation
1875 Leslie Street
Unit 11
Toronto, Ontario
M3B
Attention: President

(b) In the case of Wal-Mart to:

Wal-Mart Canada Corp.
1940 Argenta Road
Mississauga, Ontario
L5N 1P9
Attention: Vice President Store Development and
Associate General Counsel - Real Estate

(c) In the case of CTREL to:

P.O. Box 770, Station K
2180 Yonge Street
15th Floor
Toronto, Ontario M4P 2V8
Attention: President

(d) In the case of 424 to:

220 Real Estate Limited Partnership/
Société en commandite 220 immobilière
c/o 4246551 Canada Inc.
220 Chemin du Tremblay
Boucherville, QC J4B 8H7

Attention: President
Fax : (514) 599-5110

Attention: Corporate Secretary and Chief Legal Officer
Fax : (514) 599-5110

Any party may at any time give Notice to the other party of any change of address of the party giving such Notice and from and after the giving of such Notice, the address therein specified shall be deemed to be the address of such party for the purpose of giving such Notice. Any Notice so given, if delivered, shall be deemed to be given on the date of delivery thereof or, if mailed, shall be deemed to have been received on the third Business Day following the day on which such Notice is mailed (except during a postal strike or anticipated postal disruption in which case such Notice shall be delivered).

9.2 Certificate of Status

Each Owner shall within five (5) Business Days of request made by Notice by the other Owner deliver to such other Owner a certificate in writing stating that this Agreement is unmodified and in full force and effect if that is the case or if there have been any modifications, stating the modifications and stating whether to the knowledge of the officer of the Owner making the certificate any of the Owners are in default under this Agreement and, if so, the nature of the default.

9.3 Time

Time shall be of the essence of this Agreement.

9.4 Unavoidable Delay

If, by reason of Unavoidable Delay, an Owner is in good faith and without default or neglect on its part prevented or delayed in carrying out its obligations hereunder which under the terms of this Agreement it is or may be required to do by a specified date or within a specific period of time, the date or the period of time within which the work was to have been completed may be extended by a period of time equal to that of such delay or prevention. Such Owner shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time by the parties hereto.

9.5 Further Assurances

The Owners and their successors and assigns shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this Agreement and all matters contemplated hereby to effectuate, carry out, and perform the intent of this Agreement and all of the obligations and agreements contained herein.

9.6 Illegality

If any provision of this Agreement or its application to a person or circumstance is, to any extent, invalid, illegal, or unenforceable, it shall be considered separate and severable from this Agreement, and the remaining provisions of this Agreement or the application of the provisions to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall remain in full force as though such invalid, illegal, or unenforceable provision or application had never been included.

9.7 Planning Act Compliance

The easements to be acknowledged and agreed to pursuant to this Agreement shall be expressly subject to compliance with the Planning Act (Ontario), and any amendments thereto. Wal-Mart, CTREL and 424 shall co-operate with Mady in Mady bringing such application for consent as expeditiously as possible, at the expense of Mady, it being understood that Mady shall have carriage of such proceedings and that Wal-Mart, CTREL and 424 shall execute all documents and make all attendances as may be required in accordance therewith. Until such consent has been obtained, the term of this Agreement shall be twenty one (21) years less one (1) day.

9.8 **Liability**

Whenever more than one person comprises a party hereto, the rights and obligations of such persons shall be joint and several.

9.9 **Successors and Assigns**

This Agreement shall enure to the benefit of and be binding upon the Owners and their respective successors and assigns.

9.10 **Counterparts**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in their respective capacities as aforesaid.

STRATHROY CROSSING LTD.

Per: _____

Name: David Mady

Title: President

(I have authority to bind the Corporation)

WAL-MART CANADA CORP.

Per: _____

Name: Ken Farrell

Title: Vice-President, Store Development

(I have authority to bind the Corporation)

CANADIAN TIRE REAL ESTATE LIMITED

Per: _____

Name: Ken Silver

Title: President

Per: _____

Name: Huw Thomas

Title: Director

(We have authority to bind the Corporation)

**4246551 CANADA INC. in its capacity as the
general partner of 220 REAL ESTATE
LIMITED PARTNERSHIP/SOCIÉTÉ EN
COMMANDITE 220 IMMOBILIÈRE**

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(I/We have authority to bind the Corporation)

STRATHROY CROSSING LTD.

Per: _____
Name: David Mady
Title: President
(I have authority to bind the Corporation)

WAL-MART CANADA CORP.

Ken Farrell
cert.

Per: _____
Name: Ken Farrell
Title: Vice-President, Store Development
(I have authority to bind the Corporation)

CANADIAN TIRE REAL ESTATE LIMITED

Per: _____
Name: Ken Silver
Title: President
Per: _____
Name: Huw Thomas
Title: Director
(We have authority to bind the Corporation)

4246551 CANADA INC. in its capacity as the general partner of 220 REAL ESTATE LIMITED PARTNERSHIP/SOCIÉTÉ EN COMMANDITE 220 IMMOBILIÈRE

Per: _____
Name:
Title:
Per: _____
Name:
Title:
(We have authority to bind the Corporation)


- 35 -
STRATHROY CROSSING LTD.

Per: _____
Name: David Mady
Title: President
(I have authority to bind the Corporation)

WAL-MART CANADA CORP.

Per: _____
Name: Ken Farrell
Title: Vice-President, Store Development
(I have authority to bind the Corporation)

**CANADIAN TIRE REAL ESTATE
LIMITED**

Per: _____
Name: 
Title: Ken Silver
President

Per: _____
Name: 
Title: Huw Thomas
Director

(We have authority to bind the Corporation)

**4246551 CANADA INC. in its capacity as the
general partner of 220 REAL ESTATE
LIMITED PARTNERSHIP/SOCIÉTÉ EN
COMMANDITE 220 IMMOBILIÈRE**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

(I/We have authority to bind the Corporation)

STRATHROY CROSSING LTD.

Per: _____
Name: David Mady
Title: President
(I have authority to bind the Corporation)

WAL-MART CANADA CORP.

Per: _____
Name: Ken Farrell
Title: Vice-President, Store Development
(I have authority to bind the Corporation)

CANADIAN TIRE REAL ESTATE LIMITED

Per: _____
Name: Ken Silver
Title: President
Per: _____
Name: Huw Thomas
Title: Director
(We have authority to bind the Corporation)

4246551 CANADA INC. in its capacity as the general partner of 220 REAL ESTATE LIMITED PARTNERSHIP/SOCIÉTÉ EN COMMANDITE 220 IMMOBILIÈRE

Per: _____
Name: Martin Lacroix
Title: Vice President, Finance & Corporate Development - Rona Inc.
Per: _____
Name: Marie-Josée Tremblay
Title: Vice President
Real Estate Development & Construction - Rona Inc.
(I/We have authority to bind the Corporation)

SCHEDULE A

PART I

LEGAL DESCRIPTION OF MADY LANDS

I(A) PLAZA LANDS

Part of Lot 23, Registrar's Compiled Plan No. 370.

Municipality of Strathroy-Caradoc, County of Middlesex.

Being Parts 1 and 2 on Plan 33R-16670, as in Instrument No. ER481470

Subject to easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument Nos. ER354972 and ER355006, with respect to Part 2 on Plan 33R-16670;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084; and

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084.

[being all of PIN 08529-0113(LT)]

I(B) RAW MADY LANDS

Part of Lot 23, Registrar's Compiled Plan No. 370.

Municipality of Strathroy-Caradoc, County of Middlesex.

Being Parts 5, 6, 7, 8 and 9 on Plan 33R-16084

Save and except Parts 1 and 2 on Plan 33R-16670

And Save and except Parts 1 to 11, inclusive, and Part 21 on Plan 33R-16903

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 7 on Plan 33R-16084, and that part of Part 9 on Plan 33R-16084 now designated as Part 12 on Plan 33R-16903;

Subject to easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 5 on Plan 33R-16084 (save and except for Parts 8, 9 and 10 on Plan 33R-16903), and Part 7 on Plan 33R-16084;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554 ;

Subject to easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666 , with respect to Part 7 on Plan 33R-16084, Part 5 on Plan 33R-16084 (save and except Parts 8, 9 and 10, Plan 33R-16903), and Parts 12, 13, 19 and 20, Plan 33R-16903;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084;

Together with easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666, with respect to Parts 5 and 7 on Plan 33R-16903, and Parts 8, 9, 10, 11 and 21 on Plan 33R-16903.

[being Part of PIN 08529-0114(LT)]

PART II

LEGAL DESCRIPTION OF 424 LANDS

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 1 to 11, inclusive, and Part 21 on Plan 33R-16903, as in Instrument No. ER514666

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to what are now Parts 1, 2, 3, and 21 on Plan 33R-16903;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to that part of Part 5 on Plan 33R-16084 now designated as Parts 8, 9 and 10 on Plan 33R-16903;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554 with respect to Parts 11 and 21 on Plan 33R-16903;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666, with respect to Parts 5 and 7 on Plan 33R-16903, and Parts 8, 9, 10, 11 and 21 on Plan 33R-16903;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514677, with respect to Part 10 on Plan 33R-16084; and

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666, with respect to Part 7 on Plan 33R-16084, Part 5 on Plan 33R-16084 (save and except Parts 8, 9 and 10, Plan 33R-16903), and Parts 12, 13, 19 and 20, Plan 33R-16903.

[being Part of PIN 08529-0114(LT)]

SCHEDULE B

LEGAL DESCRIPTION OF WAL-MART LANDS

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 2 and 3 on Plan 33R-16084, as in Instrument No. ER355006,

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Together with easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 7 on Plan 33R-16084, and Part 5 on Plan 33R-16084; and

Together with easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554, with respect to Parts 11 and 21 on Plan 33R-16903, and Parts 12, 13 and 14 on Plan 33R-16903.

[being all of PIN 08529-0111(LT)]

SCHEDULE C

LEGAL DESCRIPTION OF CTREL LANDS

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 10, 11 and 12 on Plan 33R-16084, as in Instrument No. ER354972

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Subject to an easement for the purpose of the construction, use, repair and maintenance of an underground pipe-line for the transmission or distribution of gas, as in Instrument No. ER406334, with respect to Part 1 on Plan 33R-16339;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514677, with respect to Part 10 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

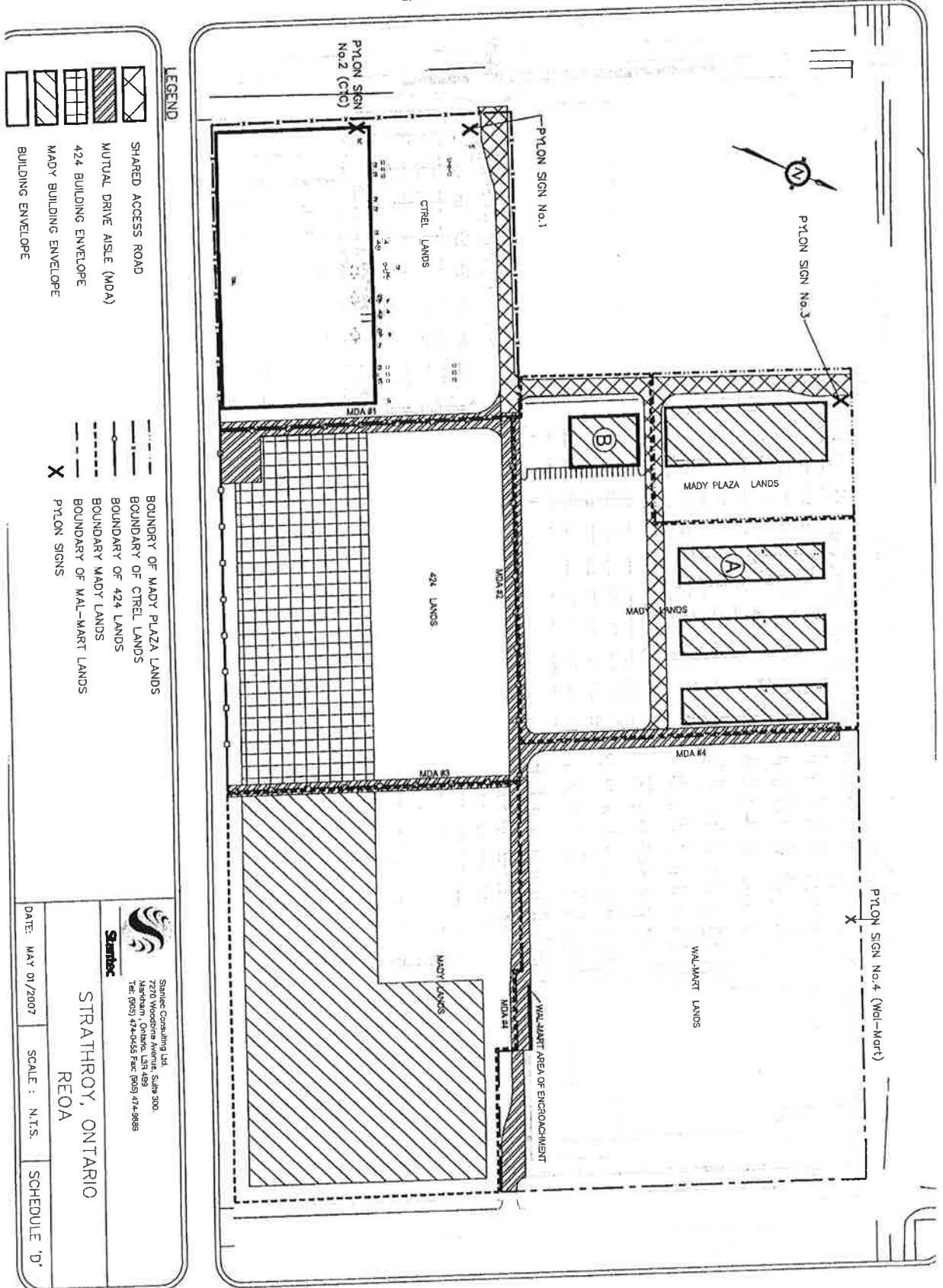
Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084; and

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Parts 7 and 9 on Plan 33R-16084.

[being all of PIN 08529-0110(LT)]


SCHEDULE D

SITE PLAN



- LEGEND**
- SHARED ACCESS ROAD
 - MUTUAL DRIVE AISLE (MDA)
 - 424 BUILDING ENVELOPE
 - MADY BUILDING ENVELOPE
 - BUILDING ENVELOPE

- BOUNDARY OF MADY PLAZA LANDS
- BOUNDARY OF CTREL LANDS
- BOUNDARY OF 424 LANDS
- BOUNDARY OF MADY LANDS
- BOUNDARY OF WAL-MART LANDS
- PYLON SIGNS


 Strathroy Consulting Ltd.
 7770 Woodbine Avenue, Suite 300
 Markham, Ontario L3R 4E9
 Tel: (905) 474-0455 Fax: (905) 474-9888

STRATHROY, ONTARIO
REOA

DATE: MAY 01/2007 SCALE: N.T.S. SCHEDULE 'D'

SCHEDULE E

WAL-MART RESTRICTIONS

Part I

No premises or space located on the Mady Lands, the CTREL Lands and/or the 424 Lands may be used for the purpose of or in connection with, either in a direct, indirect or ancillary fashion, the operation or carrying on of any of the following businesses:

- (a) a cinema or theatre which is located within 500 lineal feet of any exterior entrance to the Wal-Mart Building and/or 400 lineal feet of any point on the exterior façade of the Wal-Mart Building;
- (b) auditorium, meeting hall, school or other place of public assembly, save and except for a public library;
- (c) bowling alley;
- (d) billiard or pool parlour;
- (e) bingo hall;
- (f) video game arcade or any other place of recreation or amusement;
- (g) gymnasium, health club, health spa, exercise or dance studio, save and except for a major national chain of health clubs;
- (h) night club;
- (i) off-track betting establishment;
- (j) a variety, general or "dollar" store having GLA which is greater than 15,000 square feet;
- (k) a cafeteria which is located within 500 lineal feet of any exterior entrance of the Wal-Mart Building;
- (l) any business serving or selling alcoholic beverages, but excluding:
 - (i) a restaurant selling alcoholic beverages but whose annual sales are more than fifty percent (50%) comprised from the sale of food; and
 - (ii) businesses who sell alcoholic beverages at retail, but which are not to be consumed on the premises, such as by way of example only, the Liquor Control Board of Ontario and The Beer Store;
- (m) a discount and/or "off-price" retailer, provided that those retail operations set out in Schedule "E-1" hereto, in each case as operated as at the date of this Agreement, shall be permitted on the Mady Lands only, notwithstanding the provisions of this paragraph (m);
- (n) a department store;
- (o) a warehouse club and/or club membership discount retailer;
- (p) a restaurant which is located within 100 lineal feet of any point on the exterior façade of the Wal-Mart Building and/or within 200 lineal feet of any entrance to the Wal-Mart Building; or
- (q) a strip club.

Part II

The Mady Buildings, the CTREL Buildings and the 424 Buildings shall comply with the following requirements:

- (a) no Mady Buildings, CTREL Buildings or 424 Buildings shall:
 - (i) be other than a single storey building;
 - (ii) in the case of a Mady Building or a 424 Building, have an exterior roof line height in excess of 23 feet as measured from the surface of the ground;
 - (iii) in the case of a CTREL Building, have an exterior roof line height in excess of 25 feet as measured from the surface of the ground;
 - (iv) have any parapets or projections off the exterior of the Building whose height exceeds 35 feet, as measured from the surface of the ground; or
 - (v) be constructed, located or maintained, either partially or entirely, other than within the Mady Building Envelopes, the CTREL Building Envelope or the 424 Building Envelope.
- (b) No rooftop equipment shall be located on top of any Mady Buildings, CTREL Buildings or 424 Buildings unless it is screened in accordance with municipal regulations.
- (c) No rooftop sign shall be erected or maintained on any Mady Buildings, CTREL Buildings or 424 Buildings;
- (d) With the exception of the Pylon Sign #1, Pylon Sign #2 and Pylon Sign #3, no free-standing identification erected on the Mady Lands, the CTREL Lands or the 424 Lands may exceed the height of the Wal-Mart Building or block otherwise impair the visibility of the Wal-Mart Building or any pylon sign erected on the Wal-Mart Lands. Despite the foregoing, entrance-exit signs may be erected to facilitate the free flow of traffic, which entrance-exit signs shall, subject to municipal requirements, be of a monument type, not to exceed 3 feet and 3 inches in height, the type and location of such signs to be approved by Wal-Mart;
- (e) The Mady Lands and the 424 Lands shall comply with the following parking ratios:
 - (i) 12 spaces for every 1,000 square feet of GLA for any permitted restaurant, permitted cafeteria and/or entertainment use in excess of 5,000 square feet. The same ratio shall be provided for a McDonald's Restaurant (or other fast food outlet) despite having a building footprint of less than 5,000 square feet;
 - (ii) 10 spaces for every 1,000 square feet of GLA for any permitted restaurant, permitted cafeteria or entertainment use less than 5,000 square feet (subject to the exception above);
 - (iii) notwithstanding subparagraphs (i) and (ii) above, if Mady constructs a restaurant within Building Parcel B (with reference to Section 2.1 of this Agreement), the parking ratio shall be 20 spaces for every 1,000 square feet of GLA for said restaurant.
 - (iv) 8 spaces for every 1,000 square feet of GLA for any permitted cinema;
 - (v) 5.0 spaces per 1,000 square feet of GLA of any other use;
- (f) The CTREL Lands shall comply with the following parking ratios:
 - (i) 12 spaces for every 1,000 square feet of GLA for any permitted restaurant, permitted cafeteria and/or entertainment use in excess of 5,000 square feet. The same ratio shall be provided for a McDonald's Restaurant (or other fast food outlet) despite having a building footprint of less than 5,000 square feet;

- (ii) 10 spaces for every 1,000 square feet of GLA for any permitted restaurant, permitted cafeteria or entertainment use less than 5,000 square feet (subject to the exception above);
 - (iii) 8 spaces for every 1,000 square feet of GLA for any permitted cinema; and
 - (iv) 4.2 spaces per 1,000 square feet of GLA of any other use;
- (g) Neither the Mady Lands, the CTREL Lands nor the 424 Lands shall be used for agricultural purposes;
- (h) The Mady Lands, the CTREL Lands and the 424 Lands shall be maintained (from a structural, appearance and cleanliness standpoint) in a fashion consistent with a first class shopping centre and, in order to keep dust from blowing shall either be planted with grass (which shall be maintained in a trimmed condition) or strewn with gravel, or both, until improved and constructed;

SCHEDULE E-1

**"EXCEPTIONS TO RESTRICTIONS ON DISCOUNT AND/OR OFF-PRICE
RETAILERS"**

- Motherhood Maternity Outlet
- Penningtons Outlet
- Sporting Life Outlet
- Fairweather Outlet
- Sony Outlet
- Jones New York Outlet
- Talbots Outlet
- Sleep Country Canada
- Sleep Factory
- Mexx Outlet
- Claires Outlet
- Arden Outlet
- Stokes Outlet
- Oakley Outlet
- Sportmart Discount
- Blinds to Go
- End of the Roll
- Timberland Outlet
- Fruits & Passions Outlet
- Bulk Barn
- Radio Shack
- Saan
- Roots Outlet
- Payless Shoes
- Globo
- Pier 1
- Danier Outlet
- Home Sense
- Winners
- Future Shop
- Nevada Bobs or Golftown
- Covers
- Best Shoe
- Tim Top Tailors or Tim Top Tailors Outlet
- Best Buy
- Bata Clearance
- Athletes World or Athletes Outlet
- Adidas or Nike, Nike Outlet
- Rebok Outlet, Adidas Outlet
- Jacob Outlet, Gap Outlet, Old Navy Outlet, Aldo Outlet, Shoe Warehouse, LaSenza Outlet, Shoe Club, Shoe Company, Transit Outlet.
- Benix, American Eagle Outlet, Bianca Hygard Outlet, Party City, Michaels, Bowring, Lingerie and Company, Phantom Outlet
- The Suit Exchange, Lewiscraft, Hifi 2000, Luggage City, Smart Set, Jay Set, Jeans Stores Outlet, LaVie en Rose Outlet, Laura Outlet, International Clothiers Outlet, Banana Republic Outlet, Benetton Outlet, LeChateau Outlet, Club Monaco Outlet, Eddie Bauer Outlet, Guess Outlet, Tommy Hilfiger Outlet, Marks Work Wearhouse Outlet, Stitches Outlet, Reitmans Outlet, Business Depot, Staples, Body Shop Outlet, Fabricland, Home Outfitters, Pottery Barn Outlet, Compu Smart Outlet, Sony Outlet, HMV Outlet, Music World Outlet, Block Outlet, Rogers Outlet, Bell Outlet, Travel Outlet, Cotton Ginny Outlet.

SCHEDULE F

CONSENT, POSTPONEMENT AND SUBORDINATION AGREEMENT

The undersigned, the proposed chargee of [add description of the Mady Lands, CTREL Lands, the Wal-Mart Lands or the 424 Lands, as the case may be] (the "Real Property"), for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the undersigned) hereby covenants with [add names of all parties to this agreement or their respective successors in title and the holders of all charges of the Mady Lands, CTREL Lands, Wal-Mart Lands and 424 Lands, in each case as of the date of which this covenant is given] and their respective successors and assigns that:

1. If the undersigned:

- (a) takes possession of the Real Property (either in the character of a mortgagee in possession or by way of a receiver or a receiver and manager or agent); or
- (b) becomes by foreclosure or otherwise the owner of the Real Property;

then the undersigned will, only during such period of time as it is in possession as aforesaid or is the owner of the Real Property, observe and perform all the obligations of [add name of chargor of the Real Property] under the agreement notice of which has been registered on the title to the Real Property as [add Land Registry Office registration number of this agreement] (the "Agreement").

2. If the undersigned exercises its power of sale and sells the Real Property, it will cause the purchaser to covenant with the owners of [add description of whichever of the Mady Lands, the CTREL Lands, the Wal-Mart Lands and the 424 Lands does not constitute the Real Property] (the "Adjoining Real Property") and the holders of all charges of the Real Property and the Adjoining Real Property, in each case as of the date of such covenant, in the form of Schedule G to the Agreement.

3. Upon the undersigned making any assignment or other disposition or encumbrance of the security by virtue of which the undersigned is the chargee of the Real Property, the undersigned will cause the person to whom the assignment or other disposition or encumbrance is made to covenant likewise.

IN WITNESS WHEREOF the undersigned has executed under seal this covenant.

Dated the ● day of ●, 200●.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(I/We have authority to bind the Corporation)

SCHEDULE G

TRANSFEEE'S ACKNOWLEDGEMENT

The undersigned, the proposed transferee of [add description of the Mady Lands, CTREL Lands, the Wal-Mart Lands or the 424 Lands, as the case may be] (the "Real Property"), for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the undersigned) hereby covenants with [add names of all parties to this agreement or their respective successors in title, including the transferor of the Real Property and the holders of all charges of the Mady Lands, the CTREL Lands, the Wal-Mart Lands and the 424 Lands, in each case as of the date on which this covenant is given] and their respective successors and assigns that so long as the undersigned is the owner of the Real Property, to observe and perform all the obligations of [add name of transferor of the Real Property] under the agreement notice of which has been registered on the title to the Real Property as [add Land Registry Office registration number of this agreement] as fully and to the same extent as though the undersigned were originally named as a party to, and had executed and delivered, such agreement.

In witness whereof the undersigned has executed under seal this covenant.

Dated the ● day of ●, 200●.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(I/We have authority to bind the Corporation)

SCHEDULE H

CTREL RESTRICTIONS

1. (a) Mady and 424 covenant not to use or permit any portion of the Mady Lands or the 424 Lands respectively to be used for the purpose of:

- (i) the sale of automotive parts and supplies;
- (ii) the sale of sporting goods;
- (iii) the sale of hardware;
- (iv) the sale of plumbing supplies;
- (v) the sale of electrical supplies;
- (vi) the sale of paint and wallpaper;
- (vii) a horticultural nursery or garden centre;
- (viii) a store or stores the principal business of which is the sale of workwear apparel, uniforms and safety footwear.

(b) In addition to the foregoing, Mady and 424 covenant not to use or permit to be used any part of the Mady Lands or the 424 Lands respectively for any of the following businesses or activities:

- (i) a theatre or cinema within three hundred (300) metres of the CTREL Lands;
- (ii) a restaurant within one hundred (100) metres of the CTREL Lands, save and except for a restaurant within Building Parcel B, should Mady elect to construct same (with reference to Section 2.1 of this Agreement);
- (iii) a bingo hall or flea market;
- (iv) a store conducted principally or in part for the sale of second hand goods, insurance salvage stock, fire sale stock, or bankruptcy stock;
- (v) an auction, bulk sale, liquidation sale, "going out of business" or bankruptcy sale except in conjunction with the liquidation of a business operating on the Mady Lands or the 424 Lands as the case may be;
- (vi) an adult entertainment centre or adult book store.

2. Notwithstanding anything else herein contained to the contrary, it is understood and agreed that the restrictions referred to in paragraph 1 hereof shall not apply to (i) the Wal-Mart Lands nor to (ii) a major home improvement store having a GLA of at least forty thousand (40,000) square feet, nor to (iii) a food supermarket or retail store which carries on directly or indirectly the business of a grocer or a dealer of meats, fruits, vegetables, fish, poultry, bakery, dairy or delicatessen products or of a drug store or pharmacy of more than two thousand (2,000) square feet of area requiring the supervision of a licensed pharmacist under the applicable legislation.

SCHEDULE

Form 1

Planning Act

Stamp or Certificate of Official

PLANNING ACT CONSENT:

LEGAL DESCRIPTION:

Wal-Mart Canada Corp. lands

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 2 and 3 on Plan 33R-16084, as in Instrument No. ER355006,

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Together with easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 7 on Plan 33R-16084, and Part 5 on Plan 33R-16084; and

Together with easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554, with respect to Parts 11 and 21 on Plan 33R-16903, and Parts 12, 13 and 14 on Plan 33R-16903.

Canadian Tire Real Estate Limited lands

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 10, 11 and 12 on Plan 33R-16084, as in Instrument No. ER354972

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Subject to an easement for the purpose of the construction, use, repair and maintenance of an underground pipe-line for the transmission or distribution of gas, as in Instrument No. ER406334, with respect to Part 1 on Plan 33R-16339;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514677, with respect to Part 10 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084; and

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Parts 7 and 9 on Plan 33R-16084.

Strathroy Crossing Ltd. Lands - Plaza Lands

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 1 and 2 on Plan 33R-16670, as in Instrument No. ER481470

Subject to easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument Nos. ER354972 and ER355006, with respect to Part 2 on Plan 33R-16670;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084; and

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084.

Strathroy Crossing Ltd. Lands - Raw Lands

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 5, 6, 7, 8 and 9 on Plan 33R-16084

Save and except Parts 1 and 2 on Plan 33R-16670

And Save and except Parts 1 to 11, inclusive, and Part 21 on Plan 33R-16903

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 7 on Plan 33R-16084, and that part of Part 9 on Plan 33R-16084 now designated as Part 12 on Plan 33R-16903;

Subject to easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 5 on Plan 33R-16084 (save and except for Parts 8, 9 and 10 on Plan 33R-16903), and Part 7 on Plan 33R-16084;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554, with respect to Parts 12, 13 and 14 on Plan 33R-16903;

Subject to easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666 with respect to Part 7 on Plan 33R-16084, Part 5 on Plan 33R-16084 (save and except Parts 8, 9 and 10, Plan 33R-16903), and Parts 12, 13, 19 and 20, Plan 33R-16903;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084;

Together with easements for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666, with respect to Parts 5 and 7 on Plan 33R-16903, and Parts 8, 9, 10, 11 and 21 on Plan 33R-16903.

4246551 Canada Inc. Lands

Part of Lot 23, Registrar's Compiled Plan No. 370,

Municipality of Strathroy-Caradoc, County of Middlesex,

Being Parts 1 to 11, inclusive, and Part 21 on Plan 33R-16903, as in Instrument No. ER514666

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to what are now Parts 1, 2, 3, and 21 on Plan 33R-16903;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to that part of Part 5 on Plan 33R-16084 now designated as Parts 8, 9 and 10 on Plan 33R-16903;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514554, with respect to Parts 11 and 21 on Plan 33R-16903;

Subject to an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666, with respect to Parts 5 and 7 on Plan 33R-16903, and Parts 8, 9, 10, 11 and 21 on Plan 33R-16903;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354909, with respect to Parts 1 and 4 on Plan 33R-16084;

Together with a temporary easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354913, with respect to Part 13 on Plan 33R-16084;

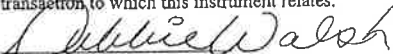
Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER354972, with respect to Part 12 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER355006, with respect to Part 3 on Plan 33R-16084;

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514677, with respect to Part 10 on Plan 33R-16084; and

Together with an easement for the purpose of pedestrian and vehicular ingress and egress, as in Instrument No. ER514666, with respect to Part 7 on Plan 33R-16084, Part 5 on Plan 33R-16084 (save and except Parts 8, 9 and 10, Plan 33R-16903), and Parts 12, 13, 19 and 20, Plan 33R-16903.

Under subsection 53(42) of the Planning Act, I certify that the consent of the Committee of Adjustment of the Municipality of Strathroy-Caradoc was given on March 6, 2007 to the transaction to which this instrument relates.


Official

DATED this 18th day of July, 2007.

#B6/07

RE: *** - Amended & Restated Reciprocal Operating and Access Agreement - Strathroy Crossing Development