

10

Condominium Act, 1998

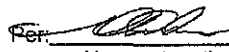
CERTIFICATE IN RESPECT OF A BY-LAW
(under subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 1952 (known as the "Corporation") certifies that:

1. The copy of By-law No. 3, attached as Schedule "A", is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 18th day of July, 2008.

**Toronto Standard Condominium
Corporation No. 1952**

Per: 

Name: Aurelio DiRocco
Title: President

I have authority to bind the Corporation

113

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952

BY-LAW NO. 3


Be it enacted as a by-law of TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952 (hereinafter referred to as "the Corporation" or "this Corporation") as follows:

1. That the Corporation enter into a utility services agreement (the "Utility Services Agreement") with a company (the "Electricity Metering Company") that installs and operates suite metering systems in condominium units to measure electricity consumption.
2. That the President and the Secretary of the Corporation be and they are hereby authorized to execute, on behalf of the Corporation, the Utility Services Agreement together with all other documents or instruments which are ancillary to the Utility Services Agreement, if any. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the Utility Services Agreement, are hereby authorized, ratified and sanctioned and confirmed.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952 hereby enacts the foregoing by-law having been approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c.19, as amended.

DATED at Toronto, this 18th day of July, 2008.

TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1952

Per: 
Name: Aurelio DiRocco
Title: President

Per: 
Name: Gianpietro DiRocco
Title: Secretary/Treasurer

I/We have the authority to bind the Corporation.

12

ELECTRICITY SUPPLY AND SERVICES AGREEMENT

between

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952

and

ENBRIDGE ELECTRIC CONNECTIONS INC.

ELECTRICITY SUPPLY AND SERVICES AGREEMENT

THIS AGREEMENT is dated for reference as of the __ day of _____, 2008.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1952

(the "Condominium Corporation")

OF THE FIRST PART

- and -

ENBRIDGE ELECTRIC CONNECTIONS INC.
(“Enbridge”)

OF THE SECOND PART

RECITALS:

- A. Enbridge carries on business as a distributor, as defined in the *Electricity Act*, undertaking distribution activities, including the submetering of individual suites and common elements and billing, in accordance with Ontario Energy Board requirements.
- B. Enbridge and the Condominium Corporation have agreed and entered into this Agreement to reflect their mutual understanding regarding the ownership, operation, maintenance, repair and replacement of the Electricity Distribution System at the Condominium.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the parties agree as follows:

**ARTICLE 1 -
INTERPRETATION**

1.1 Definitions

The terms defined in this section 1.1 shall have the following meanings unless the context expressly or by necessary implication otherwise requires:

“Acceptable Standards” means the following:

- (a) with respect to any equipment, device, apparatus or system: in accordance with Enbridge standards and the standards specified by its manufacturer/supplier and in compliance with all applicable codes, laws, regulations, by-laws, rules, decisions, orders or rulings prescribed by all governmental or other authorities having

14

jurisdiction with respect to such matters from time to time (including, without limitation, the standards specified by the Canadian Standards Association, Electricity Safety Authority and Measurement Canada) to ensure efficient and safe operation for its intended purpose; and

- (b) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards of a prudent Condominium Corporation.

“**Agreement**” means this agreement entitled “Electricity Supply and Services Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof.

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

“**Canadian Standards Association**” means the association serving business, industry, government and consumers in Canada which prescribes, among other things, standards for the electricity distribution industry.

“**Condominium Act**” means the *Condominium Act, 1998*, S.O. 1998, c. 19 as amended or re-enacted from time to time and the regulations made thereunder.

“**Condominium Corporation**” or “**Condominium**” means Toronto Standard Condominium Corporation No. 1952.

“**Defaulting Party**” means a party which has committed an Event of Default and “**Non-Defaulting Party**” means a party that is not a Defaulting Party.

“**Distribution System Code**” means the code prescribed by the Ontario Energy Board, from time to time, which establishes the minimum obligations that an electricity distributor must meet in carrying out its obligations to distribute electricity within its service area.

“**Electrical Safety Authority**” means the authority established pursuant to the *Electricity Act* responsible for, among other things, inspecting all facilities used in the generation, transmission, distribution, retail or use of electricity in Ontario to ensure compliance with the Electrical Safety Code.

“**Electricity Act**” means the *Electricity Act, 1998*, S.O. 1998, c. 15 as amended or re-enacted from time to time and the regulations made thereunder.

“**Electricity Distribution System**” means the system for distributing electricity within the Condominium that comprises all wires, meters, switches, equipment, devices and other appurtenances necessary to provide electricity to and throughout the Condominium.

“**Enbridge**” means Enbridge Electric Connections Inc., and its successors and assigns.

“**Enbridge Distribution Rates**” means the charges identified in Schedule “B” which are current as of the date specified in Schedule “B”, as amended from time to time.

"Enbridge Meters" means the electricity consumption meters and automated meter reading technology for revenue billing purposes and associated components installed by Enbridge in the Condominium to measure the consumption of electricity by each unit and the common elements.

"Equipment Spaces" means the electrical rooms, electrical closets, secure rooms, lockers and other areas within the Condominium which contain sensitive parts of the Electricity Distribution System.

"Event of Default" means the events described in section 6.1.

"Host Distributor" means Toronto Hydro Electric Systems Limited and its successors and assigns.

"Measurement Canada" means the agency of Industry Canada responsible for prescribing measurement, service and other standards relating to the electricity distribution industry in Canada, and its successors and assigns.

"occupant" means the occupant of a residential unit in the Condominium Corporation and **"occupants"** means more than one occupant or all occupants, as the context so requires.

"Ontario Energy Board" means the board governed by the *Ontario Energy Board Act*, and its successors and assigns;

"Ontario Energy Board Act" means the *Ontario Energy Board Act, 1998*, S.O. 1998, c.15 Schedule B, as amended or re-enacted from time to time and the regulations made thereunder;

"person" means an individual, partnership, corporation, government or any department or agency thereof, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual.

"Prime Rate" means the annual rate of interest stated by the Canadian Imperial Bank of Commerce from time to time as its prime rate for Canadian dollar loans made in Canada.

"Retail Settlement Code" the code prescribed by the Ontario Energy Board, from time to time, establishing the minimum obligations that an electricity distributor and retailer must meet in determining the financial settlement costs where a competitive retailer provides service to a customer.

"Term" means the term described in section 2.1.

"unit" means a residential dwelling unit, commercial unit or other unit in the Condominium which is intended to be separately metered for electricity consumption and **"units"** means more than one unit or all units, as the context so requires.

"unit owner" means the owner of a unit in the Condominium Corporation and **"unit owners"** means more than one unit owner or all unit owners, as the context so requires.

16 8

1.2 Gender and Number

Words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.3 Headings

The headings contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or intent of this Agreement or in any way affect this Agreement.

1.4 Applicable Law

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

1.5 Severability

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.6 Entire Agreement

This Agreement and any agreements herein contemplated to be entered into between, by or with the parties hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, offers to connect, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth in this Agreement. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver. Failure on the part of a party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned party of its rights hereunder.

1.7 Rights of Parties Independent

The rights available to the parties under this Agreement and at law shall be deemed to be several and not dependent on each other and each such right shall be accordingly construed as complete in itself and not by reference to any other such right. Any one or more and/or any combination of such rights may be exercised by a party from time to time and, subject to the provisions of this Agreement, no such exercise shall exhaust the rights of such party or preclude any other party

17

from exercising any one or more of such rights or combination thereof from time to time thereafter or simultaneously.

1.8 Schedules

The schedules attached hereto form part of and shall be construed in accordance with this Agreement. The following are such schedules:

- (c) Schedule "A" Component parts of the Electricity Distribution System for which Enbridge is responsible to operate and maintain
- (b) Schedule "B" Electricity Supply and Services Agreement with each unit owner/occupant
- (c) Schedule "C" Enbridge Distribution Rates
- (d) Schedule "D" Enbridge's maintenance obligations for the transformer

ARTICLE 2 - TERM

2.1 Term

The term of this Agreement shall commence on the date hereof and shall continue until the earlier of:

- (a) the date on which this Agreement is terminated by an order of the Ontario Energy Board or other applicable regulatory authority having jurisdiction with respect to such matters;
- (b) the date on which this Agreement is terminated by the new board of directors of the Condominium Corporation in accordance with section 112 of the *Condominium Act*;
- (c) the date on which the parties mutually agree to terminate this Agreement; or
- (d) that date which is 25 years after the date of this Agreement subject to automatic renewal as described in this subsection. For clarity, the parties acknowledge and agree that the term of this Agreement shall be automatically renewed for successive terms of 25 years each unless the Condominium Corporation delivers written notice to Enbridge of its intention to terminate this Agreement on or before that date which is six months prior to the expiry of the term (or any renewal thereof). If written notice is not delivered to Enbridge on or before such date, this Agreement shall not terminate and the Condominium Corporation shall be deemed to have renewed this Agreement for an additional 25 years.

ARTICLE 3 -
ELECTRICITY DISTRIBUTION SYSTEM

3.1 Enbridge's Design and Construction Phase Obligations

With respect to the design and construction phase of the project, the Condominium Corporation acknowledges that Enbridge has invested in the Electricity Distribution System of the Condominium as follows:

- (a) Enbridge reviewed the developer's architectural, mechanical and electrical plans and specifications for the Electricity Distribution System and, if necessary, suggested modifications to accommodate the Enbridge Meters; and
- (b) After the plans and specifications relating to the Electricity Distribution System were finalized, Enbridge supplied the Enbridge Meters to the site. With respect to installation, Enbridge was responsible for the installation and commissioning of the sealed register components of the Enbridge Meters in accordance with Acceptable Standards.

All of Enbridge's costs and expenses relating to fulfilling its obligations with respect to the design and construction phase of the project plus any payments made by Enbridge to the developer for installation costs for the Enbridge Meters (all as recorded in Enbridge's books in accordance with regulations prescribed by the *Ontario Energy Board Act*) constitute Enbridge's investment in the Electrical Distribution System of the Condominium.

3.2 Ownership of the Electricity Distribution System

As of the date hereof, the parties acknowledge and agree that all component parts of the Electricity Distribution System (except for the Enbridge Meters) shall be owned by and shall form part of the common elements of the Condominium Corporation.

3.3 Ownership of the Enbridge Meters

The parties acknowledge and agree that Enbridge shall own the Enbridge Meters. For clarity, the parties acknowledge and agree that, notwithstanding installation of the Enbridge Meters in the Condominium, the Enbridge Meters shall not be characterized as fixtures of the Condominium or as part of the common elements of the Condominium. The Condominium Corporation acknowledges that Enbridge shall have the right to attach markings or identification plates to the Enbridge Meters in order to give notice of its ownership interest in the Enbridge Meters. The Condominium Corporation agrees not to alter or interfere with such markings or identification plates whatsoever. All plans, specifications and other information relating to the Electricity Distribution System of the Condominium shall clearly identify Enbridge's ownership interest in the Enbridge Meters. In addition, Enbridge shall have the right to register notice of its ownership interest in the Enbridge Meters against title to the lands in a manner acceptable to Enbridge and the Condominium Corporation acting reasonably.

3.4 Maintenance and Repair Obligations

Enbridge and the Condominium Corporation acknowledge and agree as follows:

- (a) Enbridge shall operate those component parts of the Electricity Distribution System identified in Schedule "A" and the Enbridge Meters in accordance with the terms and provisions of this Agreement and in compliance with the *Electricity Act*.
- (b) Enbridge shall maintain and repair the Enbridge Meters in accordance with Acceptable Standards at its sole cost and expense, and Enbridge shall maintain the customer owned transformer/unit sub-station in accordance with its obligations as set out in Schedule "D".
- (c) Enbridge shall be responsible, at its sole cost and expense, for conducting normal maintenance, repair and minor replacements of all component parts of the Electricity Distribution System identified in Schedule "A" in accordance with Acceptable Standards. Enbridge shall not be responsible for any maintenance, repair or minor replacements with respect to any electrical infrastructure unless such electrical infrastructure is specifically identified in Schedule "A". For the purpose of this Agreement, the parties acknowledge and agree that "normal maintenance, repair and minor replacements" shall mean periodic inspections, testing, cleaning, tightening and minor repairs, adjustments and replacements.
- (d) the Condominium Corporation shall be responsible, at its sole cost and expense, for all major capital repairs and/or replacements to any component part of the Electricity Distribution System including, without limitation, any re-wiring of cables and/or replacement of major components such as conduits, bus ducts, transformers, fuses, breakers, switches, switchboards, cabinets, distribution panels, splitters or related components.
- (e) in the event that any component of the Electricity Distribution System is identified by Enbridge as requiring major repair or replacement (in Enbridge's opinion, acting reasonably), Enbridge shall notify the Condominium Corporation in writing of the required repairs and replacements and the reasonable date by which such work should be completed to ensure the continuous and safe supply of power to all units and common elements of the Condominium. Enbridge agrees to provide such notice as soon as possible after determining the need for major repair or replacement in order to facilitate the Condominium Corporation incorporating the costs of such work into its budget and reserve fund calculations. The Condominium Corporation covenants and agrees to complete all necessary repairs prior to such date. In the event that the Condominium Corporation fails to comply with this obligation, the parties acknowledge and agree that Enbridge shall, without need for further notice, have the right to complete this work and the Condominium Corporation agrees to compensate Enbridge in full for all of Enbridge's reasonable costs and expenses.

- (f) in the event of an emergency, Enbridge shall notify the Condominium Corporation immediately and Enbridge shall have the right to complete any maintenance or repair to the Electricity Distribution System deemed necessary by Enbridge to maintain the supply of power to all units and common elements of the Condominium or to rectify any unsafe electrical condition. In this event, all reasonable costs and expenses incurred by Enbridge shall be for the account of the Condominium Corporation.
- (g) in the event of any disruption to the supply of electricity service, Enbridge covenants and agrees to use its reasonable best efforts to reinstate full service as soon as possible.
- (h) for clarity, in the event of a disruption in the supply of electricity, Enbridge agrees to provide such notice as soon as possible after determining the need for major repair or replacement in order to facilitate the Condominium Corporation incorporating the costs of such work into its budget and reserve fund calculations. The Condominium Corporation acknowledges and agrees that Enbridge shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
- (i) the Condominium Corporation shall be responsible for all costs associated with operating, maintaining and repairing any backup power system.
- (j) all maintenance and repair performed by or on behalf of Enbridge shall be completed by a licensed electrical contractor at competitive rates in accordance with Acceptable Standards.
- (k) all maintenance, repair or replacement performed by or on behalf of the Condominium Corporation shall be completed by a licensed electrical contractor in accordance with Acceptable Standards.
- (l) the Condominium Corporation shall not interfere or tamper with the Enbridge Meters, directly or indirectly.
- (m) in the event that the Condominium Corporation requires Enbridge to relocate any of the Enbridge Meters, the Condominium Corporation shall give Enbridge reasonable notice in writing and the Condominium Corporation shall be responsible for all costs and expenses of such relocation.
- (n) in the event that the Enbridge Meters (or any part thereof) are damaged by the Condominium Corporation (or any of its employees, agents, contractors, consultants or others for whom the Condominium Corporation is responsible in law), the Condominium Corporation shall pay all costs and expenses relating to the repair and/or replacement of the Enbridge Meters and all other costs and

expenses incidental thereto (including damages, costs or expenses associated with any interruption of the supply of electricity, personal injury or property damage).

- (o) Enbridge shall comply with and shall require each of its employees, agents, contractors, consultants and other authorized personnel to comply with all aspects of applicable workplace health and safety requirements including, but not limited to, the *Occupational Health and Safety Act*, in the performance of its obligations pursuant to this Agreement.

3.5 Access Rights

The Condominium Corporation acknowledges and agrees that Enbridge (and its employees, agents, contractors, consultants and other authorized personnel) shall have unimpeded access at all reasonable times to all areas of the Condominium, save and except for the units and the exclusive use common element areas, for the purposes of complying with its obligations pursuant to this Agreement.

The Condominium Corporation acknowledges and agrees that certain parts of the Enbridge Meters are located in the Equipment Spaces. Access to the Equipment Spaces shall be restricted to Enbridge, the Condominium Corporation, other utilities and telecommunication providers and their respective employees, agents, contractors, consultants and other authorized personnel. For greater certainty, Enbridge shall have access at all times to the Equipment Spaces subject, where applicable, to the reasonable requirements of the Condominium Corporation relating to safety and security from time to time. The Condominium Corporation shall keep the Equipment Spaces locked and secure at all times. Both parties shall forthwith report to the other any breach of security relating to the Equipment Spaces and/or any damage to any part of the Electricity Distribution System forthwith after any such matter is brought to the attention of one of the parties.

For clarity, the Condominium Corporation acknowledges and agrees that Enbridge may rely upon and has all of the rights and obligations as a distributor enumerated under Part III of the *Electricity Act*.

3.6 Billing and Collection

The parties acknowledge and agree as follows:

- (a) from time to time on written request from Enbridge, the Condominium Corporation shall provide Enbridge with contact information (as listed in the Condominium's records) for each unit owner/occupant, provided that the provision of such information by the Condominium Corporation and use thereof by Enbridge complies with the *Personal Information Protection and Electronic Documents Act*.
- (b) Enbridge shall have the right to charge for electricity transmission and distribution, electricity supply service, customer fees and service charges and other applicable charges as prescribed by the Ontario Energy Board and Enbridge will bill for the supply and delivery of electricity to the units and common

elements at the Enbridge Distribution Rates. Pending receipt of a distribution license, Enbridge rate increases shall be equal to or less than the rate increases approved by the Ontario Energy Board for the Host Distributor, from time to time. For clarity, Enbridge confirms that it has established its rates in conformance with Ontario Regulation 161/99 to the *Ontario Energy Board Act* and, in particular, Clause 4.0.1.

- (c) the Condominium Corporation shall be responsible to pay Enbridge for all costs and expenses relating to the supply and delivery of electricity to the common element areas of the Condominium in accordance with the Enbridge Distribution Rates.
- (d) each unit owner/occupant shall be responsible to pay Enbridge for all costs and expenses relating to the supply and delivery of electricity to each unit of the Condominium in accordance with the Enbridge Distribution Rates.
- (e) Enbridge shall employ its normal collection practices with respect to invoices which are in arrears. Enbridge shall have the right to terminate the supply of electricity, subject to compliance with all codes, laws, by-laws, rules, regulations, decisions, orders or rulings prescribed by any governmental or other authority having jurisdiction with respect to such matters.
- (f) Enbridge shall have the right to demand payment of a security deposit by the Condominium Corporation and/or the unit owners (or their respective occupants), in accordance with its current deposit policy and the Distribution System Code. Enbridge reserves the right to conduct credit checks on unit owners (or their tenants) as the case may be.
- (g) the parties acknowledge and agree that Enbridge provides electricity distribution, standard supply service, meter reading and bill collection services. In certain circumstances, it may be possible for the Condominium Corporation and/or occupants to buy electricity from an independent energy retailer. In this event, subject to the Retail Settlement Code, Enbridge shall collect from the Condominium Corporation and/ or the unit owners (or their respective occupants) all amounts for the supply of the electricity commodity (plus the customer and distribution charges described in Schedule "B") and Enbridge shall remit and settle all applicable accounts for the supply of the electricity commodity directly with the independent energy retailer.

**ARTICLE 4 -
INSURANCE**

4.1 General

The parties shall obtain and maintain property damage, public liability and other insurance coverages as prescribed by this Agreement, from time to time. For greater certainty, the parties acknowledge and agree that it is their intention to avoid, to the greatest extent possible, double insuring the same risk. All policies of insurance shall contain a provision prohibiting

cancellation or substantial modification without at least 30 days prior written notice to the other party. On five days written notice, each party shall provide to the other party a certificate of insurance summarizing all insurance coverages relating to the Condominium. In the event that either party fails to acquire or maintain any policy of insurance required by this Agreement, it shall be considered an Event of Default and, in addition to any other rights or remedies which the Non-Defaulting Party may have, the Non-Defaulting Party shall have the right (but not the obligation) to acquire appropriate insurance coverage. All costs and expenses incurred by the Non-Defaulting Party in this regard shall be for the account of the Defaulting Party and shall be paid forthwith on written demand.

4.2 Insurance Obligations of Enbridge

Enbridge shall, at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury and property damage arising from the installation of any infrastructure in the Condominium by Enbridge and/or arising from the operation, maintenance, repair and/or replacement of those component parts of the Electricity Distribution System for which Enbridge is responsible pursuant to this Agreement, with not less than \$5,000,000 coverage per occurrence. At the request of the Condominium Corporation, Enbridge shall produce sufficient evidence of this insurance coverage.

4.3 Insurance Obligations of the Condominium Corporation

The Condominium Corporation shall, at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury or property damage as a result of or incidental to damage to the Electricity Distribution System or the Enbridge Meters caused by the Condominium Corporation (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law). At the request of the Enbridge, the Condominium Corporation shall produce sufficient evidence of this insurance coverage.

ARTICLE 5 - MUTUAL RELEASE AND INDEMNITIES

5.1 Indemnity given by Enbridge

Subject to section 5.3, Enbridge agrees to indemnify the Condominium Corporation from and against all claims, actions, causes of action, damages, losses, liabilities, costs and expenses incurred by the Condominium Corporation due to or arising out of:

- (a) personal injury or damage to the Condominium arising from or related to the installation by Enbridge (or any of its employees, agents, contractors, consultants, or any other party for whom it is responsible in law) of the Enbridge Meters or the use or occupancy by Enbridge (or any of its employees, agents, contractors, consultants, or any other party for whom it is responsible in law) of any part of the Condominium; and

- (b) any breach or default by Enbridge (or any of its employees, agents, contractors, consultants, or any other party for whom it is responsible in law) in the performance of its obligations pursuant to this Agreement.

Notwithstanding any other provision of this Agreement, as provided in the Distribution System Code, in the event of a disruption in the supply of electricity, Enbridge shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.

5.2 Indemnity given by the Condominium Corporation

Subject to section 5.3, the Condominium Corporation agrees to indemnify Enbridge from and against all claims, actions, causes of action, damages, losses, liabilities, costs and expenses incurred by Enbridge due to or arising out of:

- (a) damage to the Enbridge Meters or any other property of Enbridge, or any part thereof, or personal injury caused by the Condominium Corporation (or any of its employees, agents, contractors, consultants or others for whom the Condominium Corporation is responsible in law, or any unit owner, occupant, guest, invitee, or others for whom the unit owner is responsible in law); and
- (b) any breach or default by the Condominium Corporation in the performance of its obligations pursuant to this Agreement.

5.3 Release

Notwithstanding sections 5.1 and 5.2 or any other provision of this Agreement, Enbridge and the Condominium Corporation hereby release each other (and each other's employees, agents, contractors, consultants and any other party for whom it is responsible in law) from any and all claims, actions, damages (including indirect and consequential damages), expenses (including, without limitation, legal fees and court costs) and liability for any personal injury or damage to property caused or occasioned by or arising from:

- (a) any breach or default by the other in the observance or performance of its covenants and obligations under this Agreement, or
- (b) any act, omission or negligence of the other (or any of its employees, agents, contractors, consultants or others for whom it is responsible in law).

to the extent of all insurance proceeds paid under the policies of insurance maintained by the party granting such release, or which would have been paid if the party granting such release had obtained and maintained the insurance required under this Agreement and had diligently processed any claims thereunder.

**ARTICLE 6 -
DEFAULT**

6.1 Events of Default

The following shall constitute Events of Default for the purpose of this Agreement:

- (a) the Condominium Corporation or Enbridge failing to pay any amount when due pursuant to the terms of this Agreement, which default is not rectified within five Business Days after written notice has been provided by the Non-Defaulting Party;
- (b) default in the performance or observance of any other covenant, restriction, stipulation or provision of this Agreement to be performed or observed by either party to this Agreement and upon such default not being cured within 30 days after such Defaulting Party receives written notice of default (except in the case of an emergency, in which event the default shall be cured forthwith). In the event that the default is not capable of being cured within 30 days and provided the Defaulting Party gives notice to the Non-Defaulting Party in writing of the period of time which the Defaulting Party estimates will be required to cure the default and which the Non-Defaulting Party confirms in writing as being an acceptable time period (acting reasonably) and provided the Defaulting Party takes and continues to take all diligent action necessary to cure the default and provided the Defaulting Party cures the default within the agreed upon time period, no Event of Default shall be deemed to have occurred unless and until the Defaulting Party fails to diligently take all necessary action to remedy the default or fails to remedy the default within the agreed upon time frame. If the Non-Defaulting Party provides written notice to the Defaulting Party that it does not agree with the Defaulting Party's requested curative time period, an Event of Default shall be deemed to occur if the Defaulting Party has not remedied the default within the time period prescribed by the Non-Defaulting Party;
- (c) a party to this Agreement admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;
- (d) a party to this Agreement institutes any proceeding or executes any agreement to authorize its participation in or commencement of any proceeding:
 - (i) seeking to adjudicate it a bankrupt or insolvent; or
 - (ii) seeking liquidation, dissolution winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt, or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of the Province of Ontario);

- (e) any proceeding is commenced against or affecting a party to this Agreement:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of the Province of Ontario);
 - (iii) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any part of the Condominium Corporation's property;

and such proceeding is not being contested in good faith by appropriate proceedings and, if so contested, remains outstanding, undismissed and unstayed more than 60 days from the commencement of such first mentioned proceeding;

and
- (f) any creditor of a party to this Agreement shall privately appoint a receiver, trustee or similar official for any part of such party's property, and such appointment is not being contested in good faith and by appropriate proceedings or, if so contested, such appointment continues for more than 60 days.

6.2 Remedies

After an Event of Default, the Non-Defaulting Party shall have the right to:

- (a) commence an action against the Defaulting Party to enforce payment of the amount owing by the Defaulting Party to the Non-Defaulting Party;
- (b) commence an action against the Defaulting Party to recover damages against the Defaulting Party;
- (c) commence an action for specific performance, injunction or other equitable relief, it being acknowledged by each of the parties hereto that damages at law may be an inadequate remedy for a default or breach of this Agreement;
- (d) in the event that the Condominium Corporation is the Defaulting Party, Enbridge shall have the right to terminate the supply of electricity to the Condominium (or any part thereof), subject to compliance by Enbridge with all laws, by-laws, rules, regulations, decisions, orders or rulings prescribed by any governmental or other authority having jurisdiction with respect to such matters. Enbridge shall also have the right to draw on the security deposit provided by the Condominium Corporation, if any, to Enbridge and, in this event, the Condominium Corporation

covenants and agrees to reinstate the full amount of the security deposit forthwith after demand from Enbridge; and

- (e) in the event that the Condominium Corporation is the Defaulting Party, Enbridge shall have the right to terminate this Agreement and, in this event, the provisions of Article 7 shall apply.

6.3 Costs

The Defaulting Party shall pay to the Non-Defaulting Party all damages, costs and expenses (including, without limitation, all reasonable legal costs) incurred by the Non-Defaulting Party in enforcing the terms of this Agreement, together with interest on such amounts as provided in section 6.4.

6.4 Interest

Any amount owing by a Defaulting Party to a Non-Defaulting Party pursuant to this Agreement shall bear interest at Prime Rate plus 5% per annum commencing on the date on which such amount was due and payable until the date on which such amount has been paid in full.

6.5 Remedies Cumulative

Notwithstanding any other provision of this Agreement, a Non-Defaulting Party may, from time to time, resort to any or all of the rights and remedies available pursuant to this Agreement, at law or in equity, all of which rights and remedies are intended to be cumulative and not alternative.

6.6 Dispute Resolution

In the event of a dispute regarding any service provided by Enbridge or the rates charged by Enbridge, the parties acknowledge and agree to refer the dispute to the Ontario Energy Board for determination. Until the decision of the Ontario Energy Board has been delivered, the Condominium Corporation acknowledges and agrees that it shall continue to pay all amounts owing to Enbridge pursuant to the Enbridge Distribution Rates.

**ARTICLE 7 -
TERMINATION**

7.1 General

This Agreement shall only be terminated in the following circumstances:

- (a) by either party after an Event of Default as specified in section 6.1;
- (b) by an order of the Ontario Energy Board or such other applicable regulatory body having jurisdiction with respect to electricity distribution in Ontario;

- (c) the date on which this Agreement is terminated by the new board of directors of the Condominium Corporation in accordance with section 112 of the *Condominium Act*; or
- (d) upon expiry of the Term or any renewal thereof.

7.2 Obligations of the Condominium Corporation

In the event that this Agreement is terminated pursuant to section 112 of the *Condominium Act* or otherwise, the Condominium Corporation acknowledges and agrees as follows:

- (a) Enbridge shall have the right to remove all or part of the Enbridge Meters from the Condominium and the Condominium Corporation shall pay to Enbridge in one lump sum payment, which shall be due and payable on the third day immediately proceeding the date set for termination, that amount equal to Enbridge's undepreciated capital cost of its total investment in the project (as such cost appears on Enbridge's books and records and, in this respect, Enbridge shall depreciate its capital costs in accordance with the rate of depreciation set by the Ontario Energy Board, as amended from time to time) less any amount that can reasonably be recovered by Enbridge removing all or part of the Enbridge Meters from the Condominium (which recoverable amount shall be determined by Enbridge in its sole and absolute discretion acting reasonably). Enbridge shall repair any damage it causes to the Lands and the Building as a result of the removal of Enbridge Meters;
- (b) the Condominium Corporation shall reimburse Enbridge for all termination, disconnect and removal fees incurred by Enbridge to disconnect and remove all or any part of the Enbridge Meters, provided such remedial action taken by Enbridge complies with all codes, laws, by-laws, rules, regulations, decisions, orders or ruling prescribed by any governmental or other authority having jurisdiction with respect to such matters;
- (c) effective as of the date of termination, the Condominium Corporation shall pay all of Enbridge's accounts receivable relating to the Condominium (units and common areas). With respect to accounts receivable owing by unit owners as of the date of termination, Enbridge shall assign its rights with respect to such accounts receivable to the Condominium Corporation; and
- (d) the Condominium Corporation and Enbridge shall comply with any decision or order of the Ontario Energy Board regarding the disposition of assets by Enbridge.




**ARTICLE 8 -
GENERAL CONTRACT PROVISIONS**

8.1 Notice

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Agreement and all legal process in regard hereto shall be validly given, made or served, if in writing and delivered, or sent by facsimile, to the party to whom it is to be given at:

- (a) in the case of a communication to the Condominium Corporation:

Toronto Standard Condominium Corporation No. 1952

Attention: 
Telephone Number: 
Facsimile Number: 

- (b) in the case of a communication to Enbridge:

Enbridge Connections Inc.
30 Leek Crescent
Suite 103
Richmond Hill, Ontario
L4B 4N4

Attention: Richard Rakus
Telephone Number: 905.747.5573
Facsimile Number: 905.881.1732

or to such other address in the Province of Ontario as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice delivered or sent by facsimile, shall be deemed delivered on the date of such delivery or transmission if such day is a Business Day and if delivered or transmitted and received prior to 5:00 p.m. on such Business Day, failing which such notice shall be deemed to be delivered on the next Business Day following the date of delivery or transmission.

8.2 Amendments

The parties acknowledge and agree that this Agreement shall not be amended except by way of written agreement executed by both parties.

8.3 Force Majeure

Enbridge shall not be in default of the performance of any of its obligations or covenants contained in this Agreement during any period when Enbridge is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of

God, act of terrorism or any other condition which is beyond the control of Enbridge and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.

8.4 Statutory References

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section, paragraph and/or clause of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

8.5 Assignment

Enbridge shall have the right to assign, directly or indirectly, its rights and obligations under this Agreement without the prior written consent of the Condominium Corporation.

8.6 Successors and Assigns

This Agreement shall be binding upon the parties hereto and their respective successors, assigns and successors in title.

8.7 Currency

All amounts stated herein are stated in Canadian currency.

8.8 Business Day

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

8.9 Further Assurances

The parties agree to execute all additional documentation and perform all further acts as may be necessary to give effect to the terms and conditions of this Agreement.

8.10 Counterparts

The parties acknowledge and agree that this Agreement may be executed in counterparts and by means of facsimile transmission.

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 1952**

Per: _____
Name:

31 ~~3~~

Title:

Per: _____

Name:

Title:

I/We have authority to bind the corporation.

ENBRIDGE ELECTRIC CONNECTIONS INC.

Per: _____

Name: Richard Rakus

Title: Authorized Signing Officer

I have authority to bind the corporation.

SCHEDULE "A"

**Component Parts of the Electricity Distribution System
for which Enbridge is responsible to operate and maintain**

Enbridge will operate and maintain the infrastructure as described below with the specific demarcation points as noted. Enbridge owns only the Enbridge Meters. Enbridge does not maintain any structures unless specifically described herein. All structures housing and/or supporting the electrical infrastructure and Enbridge Meters are the responsibility of the Condominium Corporation unless otherwise noted.

For: 21 Carlton Street – The Met Inc.

The point of demarcation between Toronto Hydro-Electric System Limited and the Electricity Distribution System shall be the point before the customer-owned unit substation/transformer located at 21 Carlton St. Downstream of the demarcation point, the assets Enbridge shall operate and maintain consist of:

1. The following *Switchboard* and *Distribution Panel* infrastructure located at 21 Carlton St:
 - (a) Main Switchboard ADP61: 2000A, 347/600V 3 ϕ 4W in Main Electrical Room on Ground Floor including all switches and fuses.
 - (b) Distribution Panel ADP22: 1600A 120/208V 3 ϕ 4W in Sub Electrical Room on P1 including all switches and fuses.
 - (c) Penthouse Distribution Panel ADP63: 1200A 347/600A 3 ϕ 4W in Penthouse Electrical Room including all switches and fuses.
 - (d) Distribution Panel ADP23: 1600A 120/208V 3 ϕ 4W in Penthouse Electrical Room including all switches and fuses.
 - (e) All Suite Distribution Panels on floors: Ground, 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, and 42.

2. The following *Transformer* infrastructure located at 21 Carlton St:
 - (a) Dry Transformer (1750 kVA 13.8/600V 3 ϕ 4W) in Main Electrical Room on Ground Floor.
 - (b) Dry Transformer (112.5 kVA 208/600V 3 ϕ 4W) in Main Electrical Room on Ground Floor.
 - (c) Dry Transformer (450 kVA 208/600V 3 ϕ 4W) in Sub Electrical Room on P1.
 - (d) 450 kVA 3 ϕ 4W Dry Transformer in Penthouse Electrical Room

3. The following *Electrical Cable* infrastructure located in 21 Carlton St:
 - (a) 3 #1-35C from 200/125A 3P Switch on Main Switchboard ADP61 to 112.5 kVA 208/600V 3 ϕ 4W Dry Transformer in Main Electrical Room.
 - (b) 4 – 1/C #300MCM AL CORFLEX + 1 #1/0 GROUND WIRE. From 112.5 kVA 208/600V 3 ϕ 4W Dry Transformer in Main Electrical Room to Suite Distribution Panel SD15.

- (c) 3 – 1/C #600 MCM AL CORFLEX + #3/0 GROUND WIRE. From 600/500A 3P switch on Main Switchboard ADP61 to 450 kVA 208/600V 3 ϕ 4W Dry Transformer in the Main Electrical Room or in the Sub Electrical Room on P1.
- (d) 3 runs of 4 – 1/C #600CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 450 kVA 208/600V 3 ϕ 4W Dry Transformer in the Main Electrical Room or in the Sub Electrical Room on P1 to Distribution Panel ADP22; 1600A 120/208V 3 ϕ 4W.
- (e) 2 runs of 4-1/C #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 1000/1000A 3P switch on Main Switchboard ADP61 to Penthouse Distribution Panel ADP63.
- (f) 3 – 1/C #600 MCM AL CORFLEX + #3/0 GROUND WIRE. From 600/500A 3P Switch on Penthouse Distribution Panel ADP63 to 450kVA 208/600V 3 ϕ 4W Dry Transformer in Penthouse Electrical Room.
- (g) 3 runs of 4 – 1/C #600MCM AL CORFLEX + 1 #3/0 GROUND WIRE. From 450kVA 208/600V 3 ϕ 4W Dry Transformer in Penthouse Electrical Room to Distribution Panel ADP23.
- (h) Riser #1: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (i) Riser #2: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (j) Riser #3: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (k) Riser #3: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (l) Riser #5: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (m) Riser #6: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (n) Riser #7: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP22.
- (o) Riser #8: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.
- (p) Riser #9: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.
- (q) Riser #10: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.
- (r) Riser #11: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.
- (s) Riser #12: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.
- (t) Riser #13: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.
- (u) Riser #14: 4 - #750CM AL CORFLEX + 1 #3/0 GROUND WIRE. From 400/400A 3P switch on Distribution Panel ADP23.

4. The following *Metering* infrastructure located in 21 Carlton St:

- (a) All electric consumption meters, meter reading collectors, and communication/data wires for Enbridge meters.

All electrical infrastructure located beyond the Enbridge Meters which is the wiring to the units, the wiring to common areas and wiring within the common areas all of which are the common elements of and are the responsibility of the Owner prior to the registration of the Condominium Corporation and the Condominium Corporation after registration of the Condominium Corporation. All electrical infrastructure located within the units is the responsibility of the Owner prior to the registration of the Condominium Corporation and the unit owners after the registration of the Condominium Corporation.

SCHEDULE "B"

Electricity Supply and Services Agreement with Each Unit Owner/Occupant

	<p align="center">ELECTRICITY SUPPLY AND SERVICES AGREEMENT</p>	<p>Enbridge Electric Connections Inc. P.O. Box 1645 Stn. A Windsor, ON N9A 7JA Phone 1.866.449.4423 Fax: 1.866.521.8882</p>
--	--	---

Full Name(s) _____

Address _____
(insert suite number and municipal address of the condominium unit)

Postal Code _____ Email _____

Telephone (H) _____ (W) _____ (Fax) _____

Address _____
(insert purchaser's mailing address if the purchaser does not reside in the unit)

Postal Code _____ Email _____

In consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the undersigned acknowledges and agrees as follows:

1. I am the owner (the "Owner") of the above-noted condominium unit (the "Unit") at 21 Carlton Street, Toronto, Ontario (the "Condominium").
2. I acknowledge that Toronto Standard Condominium Corporation No. 1952 has contracted with Enbridge Electric Connections Inc. ("Enbridge") for the provision of electrical distribution services to the Condominium, as electricity distributor under the *Electricity Act, 1998*, S.O. 1998, c. 15, as amended or re-enacted from time to time and the regulations made thereunder, including meter reading, billing and collection services. In order to activate electricity supply to my Unit, I agree to enter into this Agreement with Enbridge and I agree to pay (or, if my Unit is leased and the cost of electricity is not included in the rent, I agree to arrange for my tenant to pay) all costs and expenses relating to the supply and delivery of electricity to my Unit.
3. I agree that the charges for electricity supplied to my Unit will be based on consumption measured by the metering system for my Unit. I agree that Enbridge will charge for distribution services at rates identified in the schedule attached hereto. I acknowledge and agree to pay all upstream charges payable by Enbridge for delivery of power to the

electricity distribution system at the Condominium. I acknowledge and agree that rates may change from time to time.

4. I agree to pay on or before the due date the amounts owing under this Agreement in the manner specified on each invoice. Late payments will be subject to a late payment surcharge of 1.5% per month and I will be responsible for any collection costs.
5. I will pay for electricity by automatic withdrawal/direct banking, pre-authorized payment arrangements or by cheques made payable to Enbridge Electric Connections Inc ..
6. I agree that I will be subject to the normal security deposit policy of Enbridge, from time to time, and that a security deposit may be included in my first bill if a satisfactory credit reference is not received prior to the issuance of that bill. This security deposit may be refunded upon receipt of a credit reference satisfactory to Enbridge (in its sole and absolute discretion).
7. I acknowledge and agree that I will be purchasing my electricity from Enbridge as a "standard supply service". When available, I understand that I may make arrangements to purchase my electricity commodity from an independent energy retailer.
8. In the event my Unit is leased or occupied with an arrangement excluding electricity, I will arrange for my tenant or occupant (the "tenant") to enter into an Electricity Supply and Services Agreement with Enbridge and establish an account to pay the cost of electricity supplied to my Unit. My tenant will be responsible for all charges for the delivery and cost of electricity supply to my Unit. Notwithstanding the foregoing, I shall at all times remain responsible to Enbridge for the cost of electricity supplied to my Unit and I shall not be released from such obligations notwithstanding any agreement between Enbridge and my tenant.
9. Enbridge shall not be in default of the performance of any of its obligations or covenants contained in this Agreement during any period when Enbridge is prevented from such performance by reason of a strike, lock-out, labour disruption, unavailability of materials, by operation of law, bankruptcy or insolvency of contractors, fire, civil insurrection, flood, act of God, act of terrorism or any other condition which is beyond the control of Enbridge and any period stipulated for the performance of any such obligation or covenant shall be extended accordingly. For clarity, financial inability shall not constitute a force majeure event.
10. As provided in the Distribution System Code, in the event of a disruption in the supply of electricity, Enbridge shall not be liable under any circumstances whatsoever for any loss of profits or revenues, business interruption loss, loss of contract or loss of goodwill or for any direct, indirect, consequential, incidental or special damages, including but not limited to punitive or exemplary damages, whether any of the said liabilities, losses or damages arise in contract, tort or otherwise.
11. I understand that the personal information which I provide to Enbridge or which Enbridge obtains as a result of the credit reference check will be handled in accordance with the terms of its privacy policy (a copy of which can be obtained from any Enbridge

representative or online at <http://www.Enbridge.com/newsinfo/privacypolicy.aspx>). I know that if I have any questions or concerns relating to Enbridge's Privacy Policy or how my personal information is being handled, I can contact Enbridge's Privacy Officer by email at privacy@Enbridge.com, phone at 1.866.449.4423, or fax at 1.866.521.8882.

This Agreement is dated as of the _____ day of _____, 2007.

Owner's Signature

Owner's Signature

SCHEDULE "C"**Enbridge Electric Connections Inc. Distribution Charges
for customers located in the City of Toronto as of Nov 1, 2007.****Residential Service**

Delivery Charge:		
Monthly Residential Customer Charge		\$12.55
Charge for System Use		\$0.3191/kW/day
Regulatory Charge:		
SSS Administration Charge		\$0.25
Market Service Charge		\$0.0062/kWh
Debt Retirement Charge		
Electricity	first 1,000 kWh/month	\$0.0070/kWh
	All over 1,000kWh/month	\$0.0590/kWh

Small General Service Less than 50kW Demand

Delivery Charge:		
Monthly General Service Customer Charge		\$16.75
Charge for System Use		\$9.05/kW
Regulatory Charge:		
SSS Administration Charge		\$0.25
Market Service Charge		\$0.0062/kWh
Debt Retirement Charge		
Electricity	first 750 kWh/month	\$0.0070/kWh
	All over 750 kWh/month	\$0.0590/kWh

General Service 50 kW Demand and Greater

Delivery Charge:		
Monthly Commercial Customer Charge		\$26.50
Charge for System Use		\$9.05/kW
Regulatory Charge:		
SSS Administration Charge		\$0.25
Market Service Charge		\$0.0062/kWh
Debt Retirement Charge		
Electricity	first 750 kWh/month	\$0.0070/kWh
	All over 750 kWh/month	\$0.0590/kWh

Charges Effective Nov 1, 2007.

Note: Residential electricity threshold of 1,000 kWh per month set for winter period by the Ontario Energy Board.

SCHEDULE "D"

Enbridge confirms that it will maintain the customer-owned transformer/unit sub-station (the "Transformer") at the Lands during the term of the Agreement. Specifically, Enbridge confirms that it will conduct all regular inspections and scheduled maintenance (including cleaning) for the Transformer, as specified by the manufacturer's instructions. Enbridge will not be responsible for any major capital repairs or replacement that might be necessary for the Transformer.

In the event that Enbridge's rights and obligations as the electricity distributor for the Lands cease, then from the date that Enbridge ceases to be the electricity distributor for the Building it will also cease having any responsibility to maintain or otherwise attend to the Transformer.