

Properties

PIN 04404 – 0522 LT
Description PART OF LOTS 1 AND 2 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 2 ON PLAN 4R-22441, OTTAWA. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-2241, AS IN OC838274. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 A S IN OC838274. T/W AN EASEMENT OVER PART 2 PLAN 4R19308 AS IN OC326041 .
Address OTTAWA

PIN 04404 – 0456 LT
Description PART OF LOT 1, CONCESSION 3, GLOUCESTER (OTTAWA FRONT), DESIGNATED AS PARTS 2 AND 3 ON 5R-2015 SAVE AND EXCEPT PART 2 ON EXPROPRIATION PLAN OC339346. CITY OF OTTAWA. S/T EASEMENT IN GROSS OVER PART 17 ON 4R19684 AS IN OC787989. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-22441, AS IN OC838274. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 AS IN OC838274.
Address OTTAWA

PIN 04404 – 0499 LT
Description PART OF LOT 1 CONCESSION 3, OTTAWA FRONT, GLOUCESTER, PART 6 PLAN 4R19308 EXCEPT PARTS 1 AND 2 PLAN 4R21169; OTTAWA. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-22441, AS IN OC838274. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 AS IN OC838274.
Address OTTAWA

PIN 04404 – 0493 LT
Description PART OF LOT 1, CONCESSION 3, GLOUCESTER (OTTAWA FRONT), DESIGNATED AS PART 1, ON PLAN 4R19897. OTTAWA. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-22441, AS IN OC838274. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3, OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 AS IN OC838274.
Address OTTAWA

PIN 04404 – 0518 LT
Description PART OF LOT 2 CONCESSION 3 OTTAWA FRONT GLOUCESTER BEING PART 4 ON 4R19308 EXCEPT PARTS 6 & 13 ON 4R19684, OTTAWA T/W EASEMENT OVER PART 3 PLAN 4R19308 AS IN OC326041. S/T EASEMENT IN GROSS OVER PARTS 7,8,9,10,11,12,14 & 15 ON 4R19684 AS IN OC787989. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-22441, AS IN OC838274. S/T A RIGHT OF WAY AND RIGHT OVER PART LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R2241 AS IN OC838274.
Address OTTAWA

Consideration

Consideration \$2.00

Party From(s)

Name CALLOWAY REIT (ORLEANS) INC.
Address for Service 700 Applewood Crescent
Suite 200
Vaughan, Ontario
L4K 5X3

I, Simon Nyilassy, Authorized Signing Officer and I, Rudy Gobin, Authorized Signing Officer, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)	Capacity	Share
<i>Name</i>	THE TORONTO-DOMINION BANK	
<i>Address for Service</i>	161 Bay Street 3rd Floor Toronto, Ontario M5J 2S1 Attention: Senior Manager, Legal Documentation and Property Management	

Statements

The applicant is prepared to produce the document for inspection within fourteen (14) days of the request and the applicant consents to the cancellation of the document on presentation of proof satisfactory to the Land Registrar that the document was not produced upon request.

Term: 10 years Expiry date: 2016/05/24

Provision for renewal or extension, See schedule

Schedule: See Schedules

Signed By

Patricia Ann Chandler	P.O. Box 20, TD Bank Tower Toronto M5K 1N6	acting for Party From(s)	Signed	2009 04 24
Tel	4163668381			
Fax	4163647813			

Submitted By

FASKEN MARTINEAU DUMOULIN LLP	P.O. Box 20, TD Bank Tower Toronto M5K 1N6		2009 04 24
Tel	4163668381		
Fax	4163647813		

Fees/Taxes/Payment

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

File Number

Party To Client File Number : 218026.00217

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 04404 – 0522 PART OF LOTS 1 AND 2 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 2 ON PLAN 4R-22441, OTTAWA. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-2 2241, AS IN OC838274. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART L OT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 A S IN OC838274. T/W AN EASEMENT OVER PART 2 PLAN 4R19308 AS IN OC326041 .

04404 – 0456 PART OF LOT 1, CONCESSION 3, GLOUCESTER (OTTAWA FRONT), DESIGNATED AS PARTS 2 AND 3 ON 5R-2015 SAVE AND EXCEPT PART 2 ON EXPROPRIATION PLAN OC339346. CITY OF OTTAWA. S/T EASEMENT IN GROSS OVER PART 17 ON 4R196 84 AS IN OC787989. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CON CESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-22441, AS I N OC838274. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART LOT 1 CONCE SSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 AS IN OC838 274.

04404 – 0499 PART OF LOT 1 CONCESSION 3, OTTAWA FRONT, GLOUCESTER, PART 6 PLAN 4R19308 EXCEPT PARTS 1 AND 2 PLAN 4R21169; OTTAWA. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BE ING PART 1 ON PLAN 4R-22441, AS IN OC838274. S/T A RIGHT OF WAY AND RIGHT IN FAVOUR OF PART LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 AS IN OC838274.

04404 – 0493 PART OF LOT 1, CONCESSION 3, GLOUCESTER (OTTAWA FRONT), DESIGNATED AS PART 1, ON PLAN 4R19897. OTTAWA. S/T A RIGHT OF WAY AND RIGHT IN FAVOU R OF PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 ON PLAN 4R-22441, AS IN OC838274. T/W A RIGHT OF WAY AND RIGHT OVER PART OF LOT 1 CONCESSION 3, OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R22241 AS IN OC838274.

04404 – 0518 PART OF LOT 2 CONCESSION 3 OTTAWA FRONT GLOUCESTER BEING PART 4 ON 4R19308 EXCEPT PARTS 6 & 13 ON 4R19684, OTTAWA T/W EASEMENT OVER PART 3 PLAN 4R19308 AS IN OC326041. S/T EASEMENT IN GROSS OVER PARTS 7,8,9,10,11,12,14 & 15 ON 4R19684 AS IN OC787989. T/W A RIGHT OF WAY A ND RIGHT OVER PART OF LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEIN G PART 1 ON PLAN 4R-22441, AS IN OC838274. S/T A RIGHT OF WAY AND RIGH T OVER PART LOT 1 CONCESSION 3 OTTAWA FRONT GLOUCESTER, BEING PART 1 PLAN 4R2241 AS IN OC838274.

BY: CALLOWAY REIT (ORLEANS) INC.

TO: THE TORONTO-DOMINION BANK

1. HEATHER OGLE

I am

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

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

(a) Monies paid or to be paid in cash	2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	2.00
(h) VALUE OF ALL CHATTELS –items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	2.00

4.

Explanation for nominal considerations:

r) lease term of which including any renewals cannot exceed 50 years

LAND TRANSFER TAX STATEMENTS

5. The land is subject to encumbrance

PROPERTY Information Record

A. Nature of Instrument: Notice Of Lease
LRO 4 Registration No. OC971221 Date: 2009/04/24

B. Property(s):
PIN 04404 – 0522 Address OTTAWA Assessment –
Roll No
PIN 04404 – 0456 Address OTTAWA Assessment –
Roll No
PIN 04404 – 0499 Address OTTAWA Assessment –
Roll No
PIN 04404 – 0493 Address OTTAWA Assessment –
Roll No
PIN 04404 – 0518 Address OTTAWA Assessment –
Roll No

C. Address for Service: 161 Bay Street
3rd Floor
Toronto, Ontario
M5J 2S1
Attention: Senior Manager, Legal Documentation and
Property Management

D. (i) Last Conveyance(s): PIN 04404 – 0522 Registration No. OC865141
PIN 04404 – 0456 Registration No. OC865141
PIN 04404 – 0499 Registration No. OC865141
PIN 04404 – 0493 Registration No. OC865141
PIN 04404 – 0518 Registration No. OC865141

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Patricia Ann Chandler
P.O. Box 20, TD Bank Tower
Toronto M5K 1N6

NOTICE OF LEASE

NOTICE is hereby given pursuant to Section 111(4) of the *Land Titles Act* of an unregistered lease dated the 3rd day of October, 2006 (the “**Lease**”) between Innes Shopping Centres Limited, as landlord and assumed by Calloway REIT (Orleans) Inc. (the “**Landlord**”) and The Toronto-Dominion Bank carrying on business as TD Canada Trust, as tenant (the “**Tenant**”) affecting the lands described as PIN: 04404-0456 (LT) Part of Lot 1, Concession 3 Gloucester (Ottawa Front), designated as Parts 2 and 3 on 5R-2015, save and except Part 2 on Expropriation Plan OC339346; PIN: 04404-0499 (LT) Part of Lot 1, Concession 3, Ottawa Front, Gloucester, designated as Part 6 on Plan 4R-19308, except Parts 1 and 2 on Plan 4R-21169; PIN: 04404-0522 (LT) Part of Lots 1 and 2, Concession 3, Ottawa Front, Gloucester, being Part 2 on Plan 4R-22441; PIN: 04404-0493 (LT) Part of Lot 1, Concession 3, Gloucester (Ottawa Front) designated as Part 1 on Plan 4R-19897; and PIN: 04404-0518 (LT) Part of Lot 2, Concession 3, Ottawa Front, Gloucester being Part 4 on 4R-19308 except Parts 6 & 13 on 4R-19684, Ottawa, the particulars of the Lease are as follows:

1. **Demised Premises** - The premises are comprised of a 4,842 square feet net leasable area in a building with an area for a drive-thru automated banking machine (collectively, the “**Premises**”) together with the non-exclusive use with others entitled thereto of the common facilities located at 2012 Mer Bleue Road, Orleans, Ontario (the “**Complex**”).
2. **Term** - To have and to hold the Premises for a term of 10 years commencing on May 25, 2006 and ending on May 24, 2016 (the “**Term**”).
3. **Option to Extend** - The Tenant shall have the option to extend the Term of the Lease for three (3) further terms of five (5) years each in accordance with the terms of the Lease.
4. **Parking** - The Tenant’s customers will be permitted to park free of charge, except as otherwise provided in the Lease.
5. **Exclusivity** – Subject to the terms and conditions set out in the Lease, the Landlord agrees that it will not, at any time during the Term and/or Extended Terms of the Lease, lease or re-lease or permit or suffer any tenant in the Complex for the purposes of carrying on as its business as a full service retail financial institution, including but not limited to a bank, trust company or credit union (“**Financial Institutions**”) as more particularly set out in the Lease. The Tenant specifically acknowledges and agrees that the Landlord shall be permitted to allow the operation of three (3) other Financial Institutions, including ABMs within the Complex. The Landlord shall be permitted to allow the operation of one or more Financial Institutions, including ABMs in any premises greater than fifty thousand (50,000) square feet and/or any supermarket premises, provided that in any such case the operation of the said Financial Institutions is only an ancillary use of any such premises. The foregoing restrictions shall not apply to (i) any leases or offers to lease in respect of, or tenants in possession of, premises in the Complex as of December 9, 2005 and their respective successors or assigns; (ii) any tenants or occupants within the Complex from time to time with premises in excess of twenty thousand (20,000) square feet and their respective licenses, subtenants, successors and assigns; and (iii) the Wal-Mart parcel as described in the Lease.
6. **Non-Disturbance Agreement** - The Landlord covenants and agrees to use its best efforts to obtain and deliver from any mortgagee, owner, encumbrancer or other entity previous in interest to the Landlord or Tenant, a covenant to the Tenant in writing from such entity acknowledging the tenancy and agreeing that so long as the Tenant duly performs the terms, covenants, conditions and agreements contained in the Lease, the Tenant shall be entitled to peaceful possession of the Premises notwithstanding the exercise of any or all rights of such entity.
7. **Signs** - The Tenant shall be entitled to place its typical signage on the exterior of the Premises, subject to compliance with governmental requirements and the Landlord’s approval, not to be unreasonably withheld. The Tenant shall have the right to representation on a pylon sign, in accordance with the terms of the Lease.

8. **Other -**

- (a) Capitalized terms used herein and not defined shall have the meanings ascribed to those terms in the Lease.
- (b) The Tenant has no option to purchase the Premises contained in the Lease.
- (c) The Tenant is prepared to produce the Lease to which this notice relates for inspection by any person who can establish an interest in the lands described herein.
- (d) The parties hereto agree that this Notice of Lease has been entered into solely for the purpose of registering a notice of lease on title and failure to mention any other terms, rights or obligations shall not detract from the parties' rights and obligations pursuant to the Lease or any other agreement entered into between the parties hereto. This Notice of Lease and the obligations of the parties to each other hereunder are subject to the provisions of the Lease, which provisions shall have priority to the provisions hereof. In the event of a contradiction or inconsistency between any term herein and that of the Lease, the term of the Lease shall prevail.