

**SCHEDULE B  
GARDEN CLUB AGREEMENT**

THIS AGREEMENT made this 13th day of September, 1989.

B E T W E E N :

THE CORPORATION OF THE CITY OF TORONTO  
(hereinafter called "the City")

OF THE FIRST PART

- and -

THE GARDEN CLUB OF TORONTO  
(hereinafter called the "Garden Club")

OF THE SECOND PART

- and -

KIWANIS CLUB OF WEST TORONTO, INC.  
(hereinafter called "Kiwanis")

OF THE THIRD PART

WHEREAS the City is the owner of the lands and buildings  
in the City of Toronto, known as Casa Loma Castle,

AND WHEREAS Kiwanis is the lessee of the said lands and  
buildings;

AND WHEREAS pursuant to an agreement made the 12th day of  
December, 1988 between the parties hereto, the Garden Club undertook  
the restoration and landscaping of the gardens of Casa Loma by (i)  
creating the design of the gardens with due regard to the history of  
the premises, (ii) implementing the raising of the necessary funds for  
the restoration, and (iii) supervising the construction and planting  
necessary to the restoration, all in accordance with plans approved by  
the City and subject to the supervision of the Commissioner of the City  
Property for the City;

AND WHEREAS the parties wish to provide for maintaining set  
standards for the future upkeep and quality of the said Gardens.

WITNESSETH that the City, Kiwanis and the Garden Club  
jointly and severally covenant and agree each with the other as follows:

1. This Agreement shall remain in full force and effect so long as the City owns the said lands and buildings and Kiwanis is the occupier of the said premises and the Garden Club is performing its undertakings and retaining its rights pursuant to this agreement.
  
2. The City and Kiwanis will maintain the said gardens in a manner:
  - (a) which perpetuates the design philosophy adopted by the Garden Club in relation to the said restoration and which meets the standards recommended from time to time by the Garden Club;
  - (b) which reflects the romantic theme adopted by Sir Henry Pellatt;
  - (c) which advances the educational aspect of the said gardens through the aesthetic manner of plant identification and considering from time to time the use of new and unusual plant material.
  
3. The Garden Club will have a representative on the Casa Loma Committee in all matters relating to Casa Loma including the setting of standards from time to time with respect to the quality of said gardens.
  
4. The Kiwanis will provide skilled gardening staff, to manage the gardens and plant material at all times.
  
5. The chief gardener will report to the manager of Casa Loma on all matters relating to the said gardens; provided that the chief gardener will consult with whatever representatives of the Garden Club, as the Garden Club may designate from time to time, on all important matters relating to the said gardens.
  
6. The Kiwanis will provide funds for the purchase of all annual and new permanent plantings and for the purchase and maintaining of all

equipment and tools necessary to the upkeep of the gardens and will provide for the maintenance of the existing plantings from time to time and of the fountains and pools on the said premises, the inground irrigation and all other items related to the said gardens and their maintenance.

7. The City and Kiwanis will encourage daily visits by individuals, groups and schools, and with a view to respect for and the protection of the gardens, will adopt guidelines in consultation with the Garden Club and the Casa Loma Committee for the use of the gardens for tours, for functions, for the making of movies and other activities.

8. The Garden Club will be consulted regarding any publicity relating to the gardens.

9. It is understood and agreed that the Garden Club does not maintain insurance of any kind and the Kiwanis will from time to time and at all times hereafter well and truly save, keep harmless and fully indemnify the City, its successors and assigns, the Garden Club, its members and its successors and assigns from and against all actions, claims and demands whatsoever which may be brought against or made upon the City, the Garden Club and its members and against all loss, liabilities, costs, demands or expenses which the City, the Garden Club and its members may sustain, suffer or be put to resulting from or arising out of the restoration and landscaping of the gardens or the use and enjoyment thereof.

10. No party hereto shall assign or in any way transfer this Agreement or any of its rights, privileges, duties and obligations hereunder without the consent of the other parties hereto.

In the event that Kiwanis shall cease to be the lessee or occupier of Casa Loma, it shall cease to be a party to this Agreement except that the provisions of paragraph 9 shall continue in full force and effect with respect to matters arising to the date that Kiwanis ceases to be a party hereto.

For greater certainty and notwithstanding any other provision of this Agreement, should this Agreement be terminated pursuant to paragraph 1 or 11 or pursuant to any other provision in this Agreement, the provisions of paragraph 9 shall continue in full force and effect with respect to matters arising to the date of such termination.

11. Should the Garden Club or the Kiwanis breach any term or covenant of this Agreement the City may give to the Garden Club and/or the Kiwanis thirty days written notice of such breach, and if the breach has not been remedied within thirty days from the date of such notice, the City may terminate this Agreement forthwith as between the City and the other parties hereto.

12. That should this Agreement be terminated, by reason of a breach of the Agreement by Kiwanis, the City will enter into bonafide discussions with the Garden Club with respect to establishing another agreement with the Garden Club for the maintenance of the gardens, similar to this Agreement.

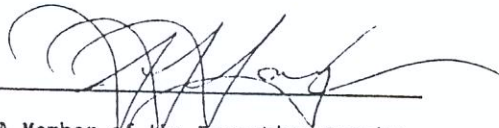
13. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

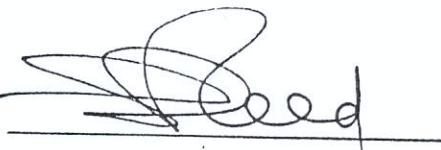
14. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have hereunto affixed their respective corporate seals attested to by the hands of their respective proper signing officers duly authorized in that behalf.

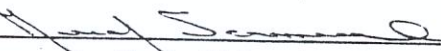
THE CORPORATION OF THE CITY OF TORONTO

*Dennis Y. Bellia - JPL*

PER:   
A Member of the Executive Committee

PER:  c/s  
Deputy City Treasurer

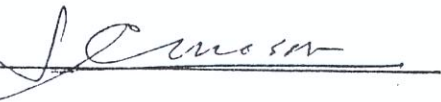
THE GARDEN CLUB OF TORONTO

PER:   
~~VICE~~ PRESIDENT

c/s

PER: Barbara J. Brown.  
TREASURER & VICE PRESIDENT

KIWANIS CLUB OF WEST TORONTO, INC.

PER: 

c/s

PER: 