

FOR OFFICE USE ONLY



(1) Registry Land Titles (2) Page 1 of 5 pages

(3) Property Identifier(s) 29931-0001 (LT) to 29931-2400 (LT) Block Property Additional: See Schedule
inclusive

(4) Nature of Document
**BY-LAW NO. 4 (THE CONDOMINIUM ACT)
SECTION 56(9)**

(5) Consideration
Dollars \$

(6) Description
All units and common elements comprising the property included in York Region Standard Condominium Plan No. 1400, in the Town of Richmond Hill, Regional Municipality of York, Land Titles Office for York (No. 65)

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:
See Schedule for By-law and Certificate

Continued on Schedule

(9) This Document relates to instrument number(s)

| (10) Party(ies) (Set out Status or Interest) Name(s) | Signature(s) | Date of Signature | | |
|--|---|-------------------|----|----|
| | | Y | M | D |
| YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400 | <i>[Signature]</i> Per: Sam Sadr Title: President | 2019 | 03 | 01 |
| We have authority to bind the Corporation | <i>[Signature]</i> Per: Ronald Stein Title: Secretary | 2019 | 02 | 28 |

(11) Address for Service **25 Torbarrie Road, Toronto, Ontario M3L 1G5**

| (12) Party(ies) (Set out Status or Interest) Name(s) | Signature(s) | Date of Signature | | |
|---|--------------|-------------------|---|---|
| | | Y | M | D |
| | | | | |
| | | | | |

(13) Address for Service

(14) Municipal Address of Property
**9191, 9199, 9201 and 9205 Yonge Street
Richmond Hill, Ontario**

(15) Document Prepared by:
**Arthur L. Shapero
Owens Wright LLP
20 Holly Street
Suite 300
Toronto, Ontario
M4S 3B1**

| Fees and Tax | |
|------------------|--|
| Registration Fee | |
| | |
| | |
| | |
| Total | |

CONDOMINIUM ACT. 1998

CERTIFICATE IN RESPECT OF A BY-LAW

(under subsection 56(9) of the *Condominium Act, 1998*)

York Region Standard Condominium Corporation No. 1400 (known as the "**Corporation**") certifies that:

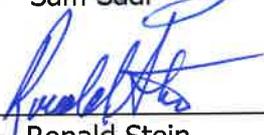
1. The copy of By-law Number 4, attached as Schedule "A", is a true copy of the by-law.
2. The by-law was made in accordance with the *Condominium Act, 1998*.
3. The Owners of a majority of the units of the Corporation have voted in favour of confirming the bylaw.

DATED this 5th day of February, 2019.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400

Per: 

 President – Sam Sadr

Per: 

 Secretary – Ronald Stein

We have authority to bind the Corporation.

SCHEDULE "A"

**BY-LAW NO. 4
FOR**

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400

BE IT ENACTED as a By-law of York Region Standard Condominium Corporation No. 1400 (hereinafter referred to as the "**Corporation**" or the "**Condominium**") as follows:

1. That the Corporation enter into an assumption agreement substantially in the form of the agreement annexed hereto as Schedule "A" (hereinafter called the "**Assumption Agreement**") with Great Land (Yonge 16th) Inc. (hereinafter called "**Great Land**") for the purposes of:

- (a) confirming the provisions of the Declaration of the Corporation pertaining to the Car Sharing Program Agreement as defined in the Assumption Agreement; and
- (b) confirming the Corporation's agreement to assume and be bound by the terms and provisions of the Car Sharing Program Agreement (as defined in the Assumption Agreement) including the Corporation's agreement to assume all of the covenants, terms, provisos, stipulations and conditions in the Car Sharing Program Agreement to be observed and performed by Great Land, and to release and indemnify Great Land as therein contained.

2. That any two (2) directors of the Corporation be and are hereby authorized to execute, on behalf of the Corporation, the Assumption Agreement, together with all other documents or instruments which are ancillary to the Assumption Agreement, including without limitation, all instruments or affidavits which may be required in order to register the Assumption Agreement, and any transfers or conveyances of easements, pursuant to the terms of the Car Sharing Program Agreement against the title to the condominium property and/or adjacent lands. The affixation of the corporate seal of the Corporation to all such documents and instruments as hereby authorized, ratified, sanctioned and confirmed.

The foregoing By-Law is hereby enacted as By-Law No. 4 of York Region Standard Condominium Corporation No. 1400.

DATED at Toronto, the 5th day of February, 2019.

**YORK REGION STANDARD CONDOMINIUM
CORPORATION NO. 1400**

Per: 

President – Sam Sadr

Per: 

Secretary – Ronald Stein

We have authority to bind the Corporation.

SCHEDULE "A"

THIS AGREEMENT made this 5th day of February, 2019.

B E T W E E N:

**YORK REGION STANDARD CONDOMINIUM CORPORATION
NO. 1400,**

(hereinafter called the "**Condominium Corporation**")

OF THE FIRST PART;

- and -

GREAT LAND (YONGE 16TH) INC.

(hereinafter called "**Great Land**")

OF THE SECOND PART.

WHEREAS Enterprise Rent-A-Car Canada Company (the "**Car Share Operator**") and Great Land have entered into a car sharing program agreement (the "**Car Sharing Program Agreement**") entered into as of the 3rd day of January, 2019 for the purposes of providing for a car sharing program in the Condominium;

AND WHEREAS the Condominium Corporation was created by the registration of a declaration and description in accordance with the provisions of the *Condominium Act, 1998* which declaration and description have been registered in the Land Registry Office for the Land Titles Division of York (No. 65) as Instrument No. YR2926628 (the "**Declaration**") creating a condominium plan legally known as York Region Standard Condominium Plan No. 1400 (the "**Condominium Plan**");

AND WHEREAS the Condominium Corporation has agreed to assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in the Car Sharing Program Agreement to be observed and performed by Great Land.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth and in consideration of other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties hereto hereby covenant and agree to and with each other and each of them as follows:

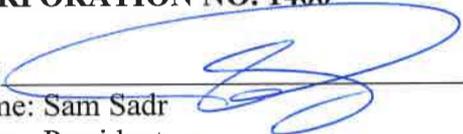
1. The Condominium Corporation acknowledges receipt of a true copy of the Car Sharing Program Agreement.
2. The Condominium Corporation covenants and agrees that as of and from the date of the registration of the Declaration of the Condominium Corporation that it will assume and thereby observe and perform all of the covenants, terms, provisos, stipulations and conditions in and under the Car Sharing Program Agreement to be observed and performed by Great Land.
3. It is expressly understood and agreed, that subject to Great Land's obligations of payment pursuant to the Car Sharing Program Agreement arising prior to the registration and creation of the Condominium Corporation , upon the execution of this Agreement by the parties hereto, the Condominium Corporation hereby releases and forever discharges Great Land from Great Land's covenants and obligations arising under, or in connection with the Car Sharing Program Agreement and the Condominium Corporation further covenants to indemnify and save Great Land harmless from and against any and all claims, demands,

losses, liabilities, actions, judgments, costs and damages which Great Land may suffer or incur arising directly or indirectly in connection with the Car Sharing Program Agreement.

- 4. This Agreement shall enure to the benefit of and be correspondingly binding upon the parties hereto and their respective successors and assigns.
- 5. The parties hereto covenant and agree to forthwith execute all further assurances, easement agreements or other documents or instruments as may be necessary or required to carry out the intent of this Agreement.
- 6. This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their corporate seals, duly attested to by their respective proper signing officers authorized in that behalf.

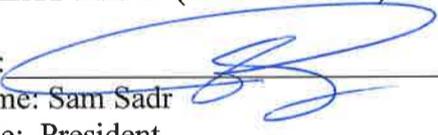
YORK REGION STANDARD CONDOMINIUM CORPORATION NO. 1400

Per: 
 Name: Sam Sadr
 Title: President

Per: 
 Name: Ronald Stein
 Title: Secretary

We have authority to bind the Corporation.

GREAT LAND (YONGE 16TH) INC.

Per: 
 Name: Sam Sadr
 Title: President

I have authority to bind the corporation.