Ontario

Document General

Form 4 - Land Registration Reform Act

CAKEware Inc.
(416) 367-0600
08/1993

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(94)

FOR OFFICE USE ONLY

AT 1043528

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2006-01-24 13:41

(1) Registry ☐ Land Titles X☐

(2) ages

(3) Property Identifier(s) Block Property

12737-0001 TO 12737-0897

Additional: See Schedule ☐

(4) Nature of Document

By-Law No. 4

(5) Consideration

NIL

Dollars $ NIL

(6) Description

All units and common elements comprising the property included in Toronto Standard Condominium Plan 1737, in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)

See schedule attached.

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 ☐ X Other ☐

8) This Document provides as follows:

See Schedule for By-Law No. 4 and Certificate

Continued on Schedule ☐

) This Document relates to instrument number(s)

0) Party(ies) (Set out Status or Interest)
Name(s)

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Signature(s)

Per:

Name: Rito Zoffranieri
Title: President

I have authority to bind the Corporation

Date of Signature Y M D: 2006 01 13

1) Address for Service 4800 Dufferin Street, North York, Ontario M3H 5S9

2) Party(ies) (Set out Status or Interest)
Name(s)

Signature(s)

Date of Signature Y M D

) Address for Service

) Municipal Address of Property

Mondeo Drive
oronto, Ontario
1P 5C8

tealestate\HARRY_H\Mondeo Phase II\FINAL
CUMENTS\Registered Docs\by-law document generals.wpd

(15) Document Prepared by:

Harry Herskowitz
DelZotto, Zorzi LLP
Barristers & Solicitors
4810 Dufferin Street
Suite D
Toronto, Ontario M3H 5S8

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Fees and Tax	
Registration Fee	
Total	

95

THE CONDOMINIUM ACT, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Toronto Standard Condominium Corporation No. 1737 (hereinafter referred to as the "**Corporation**") certifies that:

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

Dated this 13th day of January, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____

Elio Zoffranieri - President
I have authority to bind the Corporation

(96)

SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

BY-LAW NUMBER 4

BE IT ENACTED as a by-law of Toronto Standard Condominium Corporation No. 1737 (hereinafter referred to as this or the "**Corporation**") as follows:

1. That the Corporation formally grant an easement to and in favour of Futureway Communications Inc. ("**FCI**") upon, over, under, across and through the common elements of the Corporation (hereinafter referred to as the "**Transfer of Easement**") for the purposes of facilitating FCI's ability to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain FCI's communication lines and cables (and all equipment and appurtenances thereto) situate thereon and thereunder;

2. That the Transfer of Easement be drawn on the form prepared and approved by FCI, with substantially the same content, substance and form as the sample or draft transfer of easement annexed hereto as Schedule "A"; and

3. That any officer of the Corporation be and he is hereby authorized to execute the Transfer of Easement on behalf of the Corporation, with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary thereto, including without limitation, all instruments, applications and or affidavits which may be required in order to register the Transfer of Easement against the title to each of the units in the Corporation. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned and confirmed.

The foregoing by-law is hereby enacted as by-law no. 4 of Toronto Standard Condominium Corporation No. 1737.

DATED at the City of Toronto this 13th day of January, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____
Elie Zoffranieri - President
I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 4

TRANSFER OF EASEMENT FOR COMMUNICATION SERVICES

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737
(hereinafter called the "**Transferor**" or the "**Condominium Corporation**")

-AND-

FUTUREWAY COMMUNICATIONS INC.
(hereinafter called the "**Transferee**" or "**FCI**")

IN CONSIDERATION OF the sum of $2.00 of lawful money of Canada paid by the Transferee to the Transferor, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged) the Transferor hereby grants and transfers to the Transferee (and its successors and assigns) the rights and easement hereinafter described (subject to termination as hereinafter provided), namely:

a) The right, licence or right in the nature of an easement to enter upon, over, under, across and through all portions of the common elements of the Transferor (hereinafter called the "**Common Elements**" or the "**Servient Tenement**") in order to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain all cables and other equipment reasonably necessary in order to provide cable television, internet and other communication services which the Transferee may from time to time offer to the Transferor and each of the unit owners thereof (and to each of their respective residents, tenants and invitees), and to the building(s) and other improvements constructed on the Common Elements for the purpose of connecting the said cables and other equipment to (and/or for the purpose of providing cable television and other communication services to) each of the units in the Condominium Corporation (hereinafter collectively called the "**Units**"), and to such other portions of the Common Elements as the Transferor and the Transferee may from time to time agree upon; and

b) The right and license in favour of the Transferee's agents, employees, contractors and workmen to enter upon the Common Elements with machinery, materials, vehicles and equipment necessary for the purposes set out in clause (a) above.

The foregoing rights and easement shall be used and enjoyed as appurtenant to the freehold interests of the Transferee in and to those lands and premises situate in the City or Brampton, Regional Municipality of Peel, Ontario, which is legally described as Part of Block 271, Plan 43M-1300, save and except Part 1 on Plan 43R-25950 (hereinafter collectively referred to as the "**Transferee's Lands**" or the "**Dominant Tenement**"), and said easement is hereby declared to be appurtenant to (and for the benefit of) every portion of the Transferee's Lands.

In consideration of the grant of the above-noted rights and easement, and the mutual covenants and agreements hereinafter contained the parties hereto hereby agree to the following:

1. FCI will, subject to the Condominium Corporation's reasonable rules and regulations, have access to, over, upon, under, across and through the Common Elements to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain FCI's signal distribution electronics, associated interconnection wiring and processing equipment(hereinafter called the "**Distribution System**") necessary to enable or facilitate FCI's provision of communication services to the Condominium Corporation, the Phase II Condominium Corporation and to each of the Units. In connection with such access, a portion of the Distribution System is (or will be) located in a space designated by the Condominium Corporation (hereinafter called the "**Equipment Space**"), and FCI shall have access to the Equipment Space 24 hours a day, 7 days a week, subject however to any reasonable restrictions imposed on such access by any security staff or security concierge retained by or on behalf of the Condominium Corporation. Access to all other portions of the Common Elements shall be by appointment only, during normal business hours, except for emergencies.

2. FCI may connect the Distribution System to the Condominium Corporation's electrical power source situate within the Common Elements, and shall be responsible for the electrical power costs in connection with the operation of the Distribution System exceeding a 15 amp service. FCI shall obtain the Condominium Corporation's approval for the timing, method and location of all of FCI's installation work, and FCI agrees to use the access facilities designated by the Condominium Corporation from time to time.

3. The parties hereto hereby expressly acknowledge and agree that the easement and corresponding access rights granted by Condominium Corporation to FCI by these presents are non-exclusive.

4. FCI agrees to perform all of its installation, maintenance and/or repair work with respect to the Distribution System (or any portion thereof) in a good and workmanlike manner, and further agrees to indemnify and save the Condominium Corporation harmless from and against any and all claims, costs, damages and/or liabilities which the Condominium Corporation may hereafter suffer or incur as a result of any damage to persons and/or property caused by reason of the improper installation, operation, maintenance and/or repair of the Distribution System. Without limiting the generality of the foregoing, FCI shall maintain in good standing, throughout the duration of this agreement, a policy of general liability insurance in respect of personal injury and property damage arising from the installation, operation, maintenance and/or repair of the Distribution System, with not less than five million dollars ($5,000,000.00) coverage per occurrence, and such insurance policy shall add the Condominium Corporation as an additional insured. FCI's installation, operation, maintenance and repair of the Distribution System shall comply with all government requirements, including fire, building code and federal CTRC/broadcasting regulations.

5. The parties hereto acknowledge and agree that FCI is (and shall at all times be) the owner of the Distribution System, and that same shall remain the property of FCI and will not be (or become) a fixture, despite any rule of law or equity to the contrary, subject to the provisions of subsections 22(11), (12) and (13) of *the Condominium Act* 1998, S.O. 1998, as amended.

6. The parties hereto further acknowledge and agree that this is not an agreement for the provision of communication services to the Condominium Corporation or the Units, but rather an easement/access agreement to enable or facilitate the provision of such services. FCI and any other service providers (using their own or other distribution electronics and processing equipment and granted access to the Common Elements by the Condominium Corporation) shall have the non-exclusive right to provide communication services to the Condominium Corporation and/or the Units solely on a direct subscriber pay basis while this agreement is in effect. This agreement shall in no way restrict the Condominium Corporation from contracting with any other service provider(s) to provide communication services to the Condominium Corporation and/or the Units, provided that said alternative service provider(s) shall not be permitted to use any portion of the Distribution System installed and paid for by FCI, unless and until same has been abandoned (or deemed to have been abandoned) by FCI in accordance with the aforementioned provisions of the *Condominium Act, 1998*, S.O. 1998, as amended.

7. The Condominium Corporation may terminate this agreement, and the corresponding rights and easement granted to FCI hereunder, on thirty (30) days notice to FCI, if, by no act of the Condominium Corporation, FCI hereafter ceases to provide communication services to the Condominium Corporation and/or the Units using the Distribution System. Notwithstanding anything else contained herein to the contrary, it is expressly understood and agreed that this agreement may be terminated by the Condominium Corporation if at least ten (10) years have passed since the later of the date of execution of this agreement, and the date of registration of the declaration and description in respect of the Condominium Corporation, and:

   (a) the board of directors of the Condominium Corporation has, by resolution, approved of the termination of this agreement;

   (b) the owners of more than 50% of the Units, at the time that the board of directors of the Condominium Corporation passes the resolution described in subparagraph (a) above, consent in writing to the termination of this agreement; and

   (c) the Condominium Corporation has given FCI one hundred and twenty (120) days written notice of the intended termination of this agreement.

8. If any provision of this agreement is declared by a court of competent jurisdiction to be invalid, then such provision shall be deemed severed and shall not affect the remaining provisions hereof. Delay in the performance by either party of their respective obligations under this agreement, for reasons or circumstances beyond their reasonable control, shall be excused for the period of such delay. This agreement is subject to the laws and regulations of the applicable regulatory authorities, which shall prevail in the event of a conflict or inconsistency. Each of the parties hereto hereby confirms that it has the power and authority to enter into this agreement and to perform and fulfill its respective obligations hereunder.

9. Any notice or other communication relating to this agreement shall be in writing, and shall be delivered by personal delivery/courier or by telefax transmission to the intended party hereto at the following addresses/fax numbers:

To: Toronto Standard Condominium
Corporation No. 1737
4800 Dufferin Street
Suite 200
Toronto, Ontario
M3H 5S9
Facsimile: (416) 661-6971
Attn: Harvey Fruitman

To: Futureway Communications Inc.
280 Hillmount Road,
Unit 9
Markham, Ontario
L6C 3A1

Facsimile: (905) 284-4097
Attn: Legal Services

10. This agreement shall be registered against the title to each of the Units. Upon the termination of this agreement in accordance with the foregoing provisions hereof, the Condominium Corporation is hereby authorized to make and execute any requisite application(s) under the Land Titles Act, R.S.O. 1990, as amended, to delete this agreement (or any notice thereof) from the respective parcel registers of each of the Units.

11. This agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents this 13th day of January, 2006.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____
Elio Zoffranieri - President
I have authority to bind the Corporation

FUTUREWAY COMMUNICATIONS INC.

Per: _____
Name: Nick Melati
Title: President + CEO
I have the authority to bind the Corporation

(100)

Property Identifier(s) No.

Refer to all instructions on reverse side.

Land Transfer Tax Affidavit

Land Transfer Tax Act

IN THE MATTER OF THE CONVEYANCE OF *(insert brief description of land)* all of the common elements of Toronto Standard Condominium Corporation No. 1737

BY *(print names of all transferors in full)* TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

TO *(print names of all transferees in full)* FUTUREWAY COMMUNICATIONS INC.

I/We have personal knowledge of the facts herein deposed to and MAKE OATH AND SAY THAT:

1. I am/We are *(place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponent(s)):*
   - ☐ (a) the transferee(s) named in the above-described conveyance;
   - ☐ (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
   - ☒ (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for Futureway Communications Inc. (the transferee(s));
   - ☐ (d) a transferee and am making this affidavit on my own behalf and on behalf of *(insert name of spouse or same-sex partner)* _____ who is my spouse or same-sex partner.
   - ☐ (e) the transferor and ☐ I am tendering this document for registration and ☐ no tax is payable on registration of this document.

2. 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 *(principal and interest)*	$ nil	
(ii) Given back to vendor	$ nil	
(c) Property transferred in exchange *(detail below in para. 5)*	$ nil	
(d) Other consideration subject to tax *(detail below)*	$ nil	
(e) Fair market value of the lands *(see instruction 2)*	$ nil	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax *(Total of (a) to (e))*	$ 2.00	$ 2.00
(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the *Retail Sales Tax Act*		$ nil
(h) Other consideration for transaction not included in (f) or (g) above		$ nil
(i) Total Consideration		$ 2.00

All blanks must be filled in. Insert "Nil" where applicable.

3. To be completed where the value of the consideration for the conveyance exceeds $400,000.00
   I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:
   - ☐ does not contain a single family residence or contains more than two single family residences.
   - ☐ contains at least one and not more than two single family residences.
   - ☐ contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is $ _____ and the remainder of the lands are used for _____ purposes.

> *Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one percent upon the value of the consideration in excess of $400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.*

4. If consideration is nominal, is the land subject to any encumbrance? ☒ Yes ☐ No
5. Other remarks and explanations, if necessary. Easement granted to Transferee in order to obtain communication services for the Transferor condominium corporation.

Sworn before me at the Town of Markham
in the Province of Ontario
this 19th day of January, 20 06

A Commissioner for taking Affidavits, etc. KELLY LYLE COLLINS, a Commissioner, etc., Regional Municipality of York, for Futureway Communications Inc. Expires October 30, 2008.

NICK MELATTI Signature(s)

Property Information Record

A. Describe nature of instrument: Transfer of Easement

B. (i) Address of property being conveyed *(if available)* 18 Mondeo Drive, Toronto, Ontario, M1P 5C8

(ii) Assessment Roll No. *(if available)* not available

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed 4800 Dufferin Street, Toronto, Ontario, M3H 5S9

D. (i) Registration number for last conveyance of property being conveyed *(if available)* n/a

(ii) Legal description of property conveyed: Same as in D.(i) above. ☐ Yes ☒ No ☐ Not Known

E. Name(s) and address(es) of each transferee's solicitor: Kelly L. Collins at FCI Broadband, 280 Hillmont Road, Unit 9, Markham, Ontario, L6L 3A1

For Land Registry Office Use Only
Registration No.
Registration Date (dd/mm/yyyy)
Land Registry Office No.

School Support (Voluntary Election) (See reverse for explanation)

	Yes	No
(i) Are all individual transferees Roman Catholic?	☐	☐
(ii) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?	☐	☐
(iii) Do all individual transferees have French Language Education Rights?	☐	☐
(iv) If Yes, do all individual transferees wish to support the French Language School Board (where established)?	☐	☐

Note: As to (c) [illegible] the land [illegible] transferred will [illegible]