of Ontario

Document General

Form 4 - Land Registration Reform Act

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

D

AT 1043527

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2006 -01- 24 13:41

FOR OFFICE USE ONLY

(1) Registry ☐ Land Titles ☒ (2)

(3) Property Identifier(s) Block Property

12737-001 to 12737-0897 (87) Additional: See Schedule ☐

(4) Nature of Document

By-Law No. 3

(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 ☐ Other ☒

(8) This Document provides as follows:

See Schedule for By-Law No. 3 and Certificate

Continued on Schedule ☐

This Document relates to instrument number(s)

(9) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737	Per: [signature] Name: Elio Zoffranieri Title: President I have authority to bind the Corporation	2006	01	13

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

(11) 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,
Toronto, Ontario, M1P 5C8

leslestate\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

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	
Total	

88

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 3, 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 Zoffanieri - President

I have authority to bind the Corporation

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

BY-LAW NUMBER 3

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 Rogers Cable Communications Inc. (the "**Cable Company**") 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 the Cable Company's ability to install, operate, inspect, repair, remove, alter, replace, supplement and/or maintain the Cable Company's cable television 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 the Cable Company, 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 the common elements of the Corporation and/or 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. 3 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: _____

Elio Zoffanieri - President

I have authority to bind the Corporation

SCHEDULE "A" TO BY-LAW NO. 3

TRANSFER OF EASEMENT FOR COMMUNICATION SERVICES

BETWEEN:

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

OF THE FIRST PART

-AND-

ROGERS CABLE COMMUNICATIONS INC.
(hereinafter called the "**Transferee**" or "**Rogers**")

OF THE SECOND PART

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 of Toronto (formerly the City of North York) comprising that part of Lot 10, Concession 3, East of Yonge Street, more particularly designated as Parts 15 to 20 inclusive on Reference Plan 64R-14349, registered in the Land Registry Office for the Land Registry Division of Toronto (No. 64), and municipally known as 855 York Mills Road, Toronto, Ontario (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. Rogers 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 Rogers' signal distribution and processing equipment (hereinafter called the "**Distribution System**") necessary to enable or facilitate Rogers' provision of communication services to the Condominium Corporation and 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 Rogers 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. Rogers 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. Rogers shall obtain the Condominium Corporation's approval for the timing, method and location of all of Rogers' installation work, and Rogers 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 the Condominium Corporation to Rogers by these presents are non-exclusive.

4. Rogers 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, Rogers shall maintain in good standing, throughout the duration of this agreement, a policy of general liabil

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. Rogers' 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 Rogers is (and shall at all times be) the owner of the Distribution System, and that same shall remain the property of Rogers 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. Rogers and any other service providers (using another distribution system 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 Rogers, unless and until same has been abandoned (or deemed to have been abandoned) by Rogers 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 Rogers hereunder, on thirty (30) days notice to Rogers, if, by no act of the Condominium Corporation, Rogers 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 Rogers 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 c/o its property manager Del Property Management Inc. Suite 109, Toronto, Ontario, M3H 5S9	To:	Rogers Cable Communications Inc. 855 York Mills Road Don Mills, Ontario M3B 1Z1 Facsimile: (416) 446-7416 Attn: Director, Major Accounts

All notices shall be delivered or telefaxed as aforesaid on a business day (excluding Saturdays, Sundays and statutory holidays). Any notice delivered or telefaxed after 4:30 p.m. shall be deemed to have been received on the next business day following the date of such delivery or telefax transmission (as the case may be), and provided further that no telefax transmission shall be deemed to have been received unless a confirmation of such transmission has been received by the transmitting party at the time of such transmission. Any address for notice or telefax number set forth above may be changed by notice in writing delivered in accordance with this paragraph.

10. This agreement shall be registered on title to the Common Elements (or against the title to each of the Units, in the event that the Condominium Corporation has been abstracted under the Polaris System). 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

Rogers Cable Communications Inc.

Per:_____
Name: Michael Krstajic
Title: Vice President, Consumer Ma

Per:_____
Name: Tom Vukasanovic
Title: Director, Consumer Major Ac
We have the authority to bind the Corporation

(43)

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)* an easement over the common elements of Toronto Standard Condominium Plan No. 1737

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

TO *(print names of all transferees in full)* ROGERS CABLE 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 deponents):*
   - ☐ (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 _____ (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 3)*	$ 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 cable television and other communication services for the Transferor condominium corporation.

Sworn before me at the City of Toronto
In the Province of Ontario
this 23 day of January, 2006

A Commissioner for taking Affidavits, etc.
GAIL AKIMI MATSUBA, a Commissioner, etc., City of Toronto, for Owens, Wright LLP, Barristers and Solicitors. Expires February 16, 2008.

Roey B. Kert
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

(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
Roey B. Kert, Messrs. Owens, Wright, Barristers & Solicitors, 20 Holly Street, Suite 300
Toronto, Ontario, M3S 3B1

For Land Registry Office Use Only
Registration No.
Registration Date (Year/Month/Day)
Land Registry Office No.

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

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

Note: A [illegible] the tax [illegible] will [illegible] French Public School Board Election unless [illegible] rejected in (a) and (b)

(4494 (02-01))