TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

BY-LAW NO. 4

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. **2322** hereinafter referred to as the **"Corporation"**) as follows:

The directors of the Corporation shall cause the Corporation to enter into an assignment and assumption agreement with **KING WEST CENTRE (II) CORP.** (the "Declarant") in the form attached hereto as Schedule A (the "Assignment and Assumption Agreement") that shall provide that, effective as of July 19, 2013, being the registration date of the Corporation:

(a) the Corporation shall accept an assignment from the Declarant of all right, title benefit and interest in and to an agreement dated February, 2012 (the "Easement Agreement") with Rogers Communications Inc. ("Rogers") to provide television, internet, telephony and other communications services to 65-75-85 East Liberty Street, City of Toronto (the "Property"), on terms and conditions as more particularly described in the Easement Agreement, which was registered on title to the Property as Instrument No. AT3141969 on October 2, 2012;

(b) the Corporation shall:

(i) assume and agree to be bound by all rights, covenants, obligations and liabilities of the Declarant under the Easement Agreement as and from the effective date of the Assignment and Assumption Agreement and for so long as the Easement Agreement remains in force and effect;

(ii) covenant and agree to pay any amounts payable by the Declarant under the Easement Agreement, at the times and in the manner set forth in the Easement Agreement for so long as the Easement Agreement remains in force and effect; and

(iii) covenant and agree to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Easement Agreement to be done, observed, performed and kept by the Declarant as if the Corporation was the original party to the Easement Agreement with Rogers and as such had executed the Easement Agreement;

(c) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Assignment and Assumption Agreement or by Rogers in respect of any term, covenant, proviso, condition and agreement contained in the Easement Agreement;

(d) the parties shall agree that they will from time to time duly execute and deliver such instruments and take such further action as shall be necessary or reasonable to accomplish or give full effect to the intent, spirit and purposes of the Assignment and Assumption Agreement; and

(e) the Assignment and Assumption Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting, and it shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

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The foregoing By-law No. 4 is hereby enacted and passed by the directors of the Corporation, who have duly approved and confirmed without variation the provisions herein, as evidenced by all of the respective signatures hereto of all the directors.

DATED at Toronto, this 23rd day of July, 2013.

Director – Anthony Heller

Director – David Brothman

Director – Howard M. Hacker

Director – Mark Tutton

Director – Scott McLellan

Director – Sam Galet

Director – Jeffrey King

The foregoing By-law No. 4 is hereby approved and confirmed by the sole Owner of the Units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at Toronto, this 23rd day of July, 2013.

KING WEST CENTRE (II) CORP.

Per:

Name: Anthony Heller
Title: President

I have authority to bind the Corporation.

SCHEDULE A TO BY-LAW NO. 4

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made effective as of the 19th day of July, 2013.

BETWEEN: **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322**

(the "Corporation")

OF THE FIRST PART

AND

KING WEST CENTRE (II) CORP.

(the "Declarant")

OF THE SECOND PART

WHEREAS the Declarant has created a condominium (the "Corporation") pursuant to the Condominium Act, R.S.O. 1990 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Metropolitan Toronto, relating to the land and any interest appurtenant to the land described in the Description located at 65-75-85 East Liberty Street, City of Toronto (the "Property");

AND WHEREAS prior to the creation of the Corporation, the Declarant entered into an agreement dated February, 2012 (the "Easement Agreement") with Rogers Communications Inc. ("Rogers") to provide television, internet, telephony and other communications services to the Property, on terms and conditions as more particularly described in the Easement Agreement, which was registered on title to the Property as Instrument No. AT3141969 on October 2, 2012, a copy of which is attached hereto as Schedule "A";

AND WHEREAS the Declarant wishes to assign its right, title, benefit and interest in and to the Easement Agreement to the Corporation, provided that the Corporation shall assume the obligations of the Declarant thereunder;

AND WHEREAS the Corporation has agreed to enter into an assignment and assumption agreement with the Declarant to obtain the right, title, benefit and interest in and to, and assume the obligations of the Declarant under, the Easement Agreement in accordance with the terms and conditions to the assignment and assumption agreement;

NOW THEREFORE THIS ASSIGNMENT AND ASSUMPTION AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreement herein contained and other valuable consideration, the Corporation and Declarant hereby agree that, effective as of July 19, 2013, being the registration date of the Corporation:

1. The Declarant hereby assigns, transfers and sets over to the Corporation all of its right, title, benefit and interest in and to the Easement Agreement including all rights and obligations thereunder;

2. The Corporation hereby:

   (a) accepts the assignment of the Easement Agreement and assumes and agrees to be bound by all rights, covenants, obligations and liabilities of the Declarant under the Easement Agreement as and from the effective date of this Assignment and Assumption Agreement and for so long as the Easement Agreement remains in force and effect; and

   (b) covenants and agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Easement Agreement to be done, observed, performed and kept by the Declarant as if the Corporation was the original party to the Easement Agreement and as such had executed the Easement Agreement;

3. The Corporation hereby indemnifies and saves the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation arising from the Easement Agreement or in contravention of this Assignment and Assumption Agreement or are brought by Rogers in respect of any term, covenant, proviso, condition and agreement contained in the Easement Agreement;

4. The parties hereto agree that they will from time to time duly execute and deliver such instruments and take such further action as shall be necessary or reasonable to accomplish or give full effect to the intent, spirit and purposes of this Assignment and Assumption Agreement; and

5. This Assignment and Assumption Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting, and it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement made effective as of the 19th day of July, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

Per:_____
Name: Anthony Heller
Title: President, Director

Per:_____
Name: David Brothman
Title: Vice President, Director

Per:_____
Name: Howard M. Hacker
Title: Secretary, Director

We have authority to bind the Corporation

KING WEST CENTRE (II) CORP.

Per:_____
Name: Anthony Heller
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

TRANSFER OF EASEMENT FOR COMMUNICATION SERVICES

BETWEEN:

KING WEST CENTRE (II) CORP.
(hereinafter called the "**Transferor**")

OF THE FIRST PART

-AND-

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

OF THE SECOND PART

WHEREAS the Transferor and the Transferee have agreed that the Transferee shall provide television, internet, telephone and other communication services which the Transferee may from time to time offer (collectively, the "**Communication Services**") to the premises located at 65, 75 and 85 East Liberty Street and 6 Pirandello Street, Toronto, Ontario;

NOW, THEREFORE, IN CONSIDERATION OF the premises and mutual covenants herein contained, and 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 lands and premises of the Transferor more particularly described in Schedule "A" annexed hereto (hereinafter called the "**Premises**" 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 Communication Services to the condominium being developed by the Transferor on the Premises (hereinafter referred to as the "**Condominium**") and to each of the owners from time to time (and their respective tenants, occupants and invitees) of the at, or above grade, units within the Condominium (hereinafter collectively referred to as the "**Units**"); and

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

on the express understanding and agreement that upon the registration by the Transferor of a declaration and description in respect of the Condominium pursuant to the provisions of The Condominium Act 1998, S.O. 1998 as amended (hereinafter referred to as the "**Act**") against (or in respect of) the Servient Tenement or any portion thereof, then the rights and easement hereinbefore granted to the Transferee shall thereupon be automatically released and fully discharged against each of the units in the Condominium (except those portions of the units being the Inside Wire, as hereinafter defined), as described in the said declaration and description (irrespective of whether such registered units are used or designated for residential, commercial or other ancillary or non-ancillary purposes, including parking, locker, servicing and other unit uses), and against those portions of the common elements designated as exclusive use common elements appurtenant to each of said units (if applicable) and against all other lands not included or encompassed within the Condominium's description plan but nevertheless encumbered by the easement granted to the Transferee herein (the "**Additional Development Lands**"), such that upon the creation of the condominium corporation governing the Condominium (hereinafter referred to as the "**Condominium Corporation**"), the rights and easement in favour of the Transferee shall thereafter only encumber, affect and bind the non-exclusive use common elements of the Condominium (hereinafter referred to as the "**Common Elements**"), and provided further that within 10 days of the Transferee being provided with the registration particulars of the Condominium's declaration and description, the Transferee shall execute and deliver to the Transferor's solicitor a formal release and abandonment of the easement granted herein from the title to the Additional Development Lands (or an irrevocable direction and authorization to the Transferor's solicitor to register such release and abandonment of easement electronically), all without any charge to or payment by the Transferor or the Condominium Corporation therefor.

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 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 shall be the owner of certain signal distribution and processing equipment which it installs, upgrades, operates, replaces, supplements and maintains from time to time at the Premises (the "**Distribution System**").

The Distribution System shall not include any (i) conduits, ducts, shafts and pipes (the "**Conduits**"), which shall be installed by the Transferor at the Transferor's expense, and which will become part of the Premises upon installation, and (ii) any wiring from a point where the wiring is diverted for the exclusive use and benefit of a particular subscriber in a particular proposed unit to the terminal devices inside each subscriber's unit (the "**Inside Wire**"), which shall be installed by Rogers at Rogers' expense, and which will become part of the proposed units upon installation, all notwithstanding that any of the same have been supplied and installed by Rogers. Upon installation of the Inside Wire, Rogers shall be deemed to have transferred ownership of the Inside Wire to the Transferor for the benefit of the respective owners of the proposed units at the Premises. The Premises shall be subject to Rogers' access rights to the Distribution System and the Inside Wire as reserved herein. The Distribution System shall be and will 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 overriding provisions of the CRTC regulations and subsections 22(11), (12) and (13) of the Condominium Act, 1998 (the "**Act**"). The Transferor acknowledges Rogers has reserved the indefeasible right to use and maintain the Inside Wire in perpetuity, without charge and without interference, for so long as any occupant at the Premises is a subscriber to Rogers' Communication Services at the Premises and Rogers agrees that it will make the same available for use by other service providers who shall pay Rogers for such use at rates stipulated by the CRTC.

2. Rogers will, subject to the Transferor's or the Condominium Corporation's reasonable rules and regulations, have access to, over, upon, under, across and through the existing or proposed Common Elements, in order to install, upgrade, operate, inspect, repair, remove, alter, replace, supplement and/or maintain Rogers' Distribution System and Inside Wire necessary to enable or facilitate Rogers' provision of Communication Services to the Condominium and each of the Units. Any changes to be made by Rogers to the Inside Wire as originally installed shall require the prior consent of the owner of the appurtenant Unit, provided that any necessary repair, replacement or maintenance of the Inside Wire, or the exercise by Rogers of any right to disconnect the Inside Wire for reason of non-payment of charges for Communication Services, shall not be considered to be changes for which such prior consent would be required. In connection with such access, a portion of the Distribution System is (or will be) located in a space designated by the Transferor or 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 the Condominium Corporation or any property manager, security staff or security concierge retained by or on behalf of the Condominium Corporation. Access to all other portions of the Premises shall be by appointment only, during normal business hours, except for emergencies. Rogers may connect the Distribution System to the Condominium's electrical power source situate within the Premises, 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 approval of the Transferor or the Condominium Corporation for the timing, method and location of all of Rogers' installation work, and Rogers agrees to use the access facilities designated by the Transferor or 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 Transferor to Rogers by these presents are non-exclusive. If another service provider is granted access to the Condominium over, across, upon or through the existing or proposed Common Elements, in circumstances where Rogers is required to relocate or reconfigure its Distribution System or install additional equipment to accommodate such other service provider, or to repair damage to (or replace) components of its Distribution System caused by the acts of other service providers or their contractors, then the Transferor or the Condominium Corporation who so allows access by any other service provider shall pay or require the other service provider to forthwith pay or reimburse Rogers for all reasonable costs and expenses so incurred.

4. Rogers agrees to perform all of its installation, maintenance and/or repair work with respect to the Distribution System and the Inside Wire (or any portion thereof) in a good and workmanlike manner, and further agrees to indemnify and save the Transferor and the Condominium Corporation harmless from and against any and all claims, costs, damages and/or liabilities which the Transferor and/or 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 and the Inside Wire. Without limiting the generality of the foregoing, Rogers 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 and the Inside Wire, with not less than ten million dollars ($10,000,000.00) coverage per occurrence, and such insurance policy shall add or name the Transferor initially, and the Condominium Corporation upon the registration of the Condominium under the Act, as an additional insured. Rogers' installation, operation, maintenance and repair of the Distribution System and the Inside Wire shall comply with all government requirements, including fire, building code and federal CTRC/broadcasting regulations.

5. The parties hereto further acknowledge and agree that this easement agreement 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 Communication Services at the Premises. Rogers and any other service providers (using another distribution system and granted access to the existing or proposed Common Elements by the Transferor or 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 Transferor or 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 Act, and further provided no such alternative service provider(s) shall be permitted to provide Communication Services to the Premises on a bulk billing basis while this Agreement is in effect, unless similar communication services are not being offered at that time by Rogers as part of its Communication Services.

6. The Transferor or 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 or fault of the Transferor or the Condominium Corporation, Rogers hereafter ceases to provide communication services to the Condominium and/or the Units using the Distribution System. Notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed that in accordance with the provisions of section 22(9) of the Act, the rights and easement hereby granted to Rogers may be terminated by the Condominium Corporation if:

   a) 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, and 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.

   Upon such termination, within the time specified by the Act, Rogers shall remove its Distribution System from the Premises, including any wiring or cabling within the Conduits if required by the Condominium Corporation, all at Rogers' sole expense.

7. 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 hereto 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.

8. 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: The Transferor
   c/o 10 Wanless Avenue
   Suite 201
   Toronto, Ontario
   M4N 1V6
   Attention: Anthony Heller
   Facsimile: (416) 481-8000

   To: Rogers Communications Inc.
   855 York Mills Road
   Don Mills, Ontario
   M3B 1Z1
   Facsimile: (416) 446-7416
   Attention: Vice President, Consumer 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. Rogers agrees to execute and deliver, forthwith upon the request of the Transferor, and without any fee or charge whatsoever therefor, any consents or other documents required in order to permit the registration of the Condominium's declaration and description against the Premises, or any portion thereof (in accordance with the provisions of the Act).

11. This Agreement shall be registered on title to the Premises. Rogers agrees, upon request and at no cost to the Transferor, to postpone and subordinate this agreement to any present or subsequent encumbrancer of the Premises or any portion thereof (including any mortgagee or chargee in connection with financing or refinancing of the Premises or any portion thereof) in return for such present or subsequent encumbrancer's standard non-disturbance agreement. Upon the termination of this Agreement in accordance with the foregoing provisions hereof, the Transferor or the Condominium Corporation (as the case may be)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.

12. This Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto

and their respective successors and assigns, including without limitation, the Condominium Corporation created upon the Transferor's registration of the Condominium under the Act. Except for the Transferor's and any unit owner's obligations to Rogers with respect to the Inside Wire, as a result of the Transferor's or any unit owner's, as the case may be, continued ownership of such Inside Wire within the Premises, it is understood and agreed that the Transferor shall be released from its obligations under this Agreement upon the registration of the Condominium Corporation under the Act, whereupon the Condominium Corporation shall thereafter be responsible for all such obligations, and the Condominium Corporation shall thenceforth be deemed and construed to be, for all purposes of this Agreement, as the "Transferor" hereunder.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents this _____ day of February, 2012.

King West Centre (II) Corp.

Per:_____
Name: Anthony Heller
Title: President

I have authority to bind the Corporation.

Rogers Communications Inc.

Per:_____
Name: Michael Krstajic
Title: Vice President, Consumer Major Accounts

Per :_____
Name: Tom Vuksanovic
Title: GM, Central Region, CMA

We have the authority to bind the Corporation.

SCHEDULE A

Legal Description of the Servient Tenement

PIN 21299-0261 (LT)

Part of Block 11 on the Ordnance Reserve Plan & Part of Parcel 3, Plan 1101, designated as Parts 1, 4, 5, 6 and 13 on Plan 66R22486; City of Toronto

PIN 21299-0273 (LT)

Part of Block 11 on Plan Ordnance Reserve, designated as Parts 1, 2 and 3 on Plan 66R23981, City of Toronto

Legal Description of the Dominant Tenement

855 York Mills Road, Don Mills, Ontario, M3B 1Z1, and/or any other lands within the Greater Toronto Area from which the Transferee now or hereafter operates or conducts its business.