

FOR OFFICE USE ONLY	<div>AT 4478181</div> <div>CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</div> <div>FEB 02 2017 12:13</div> <div>LAND REGISTRAR </div> <div>New Property Identifiers Additional: See Schedule <input type="checkbox"/></div> <div>Executions Additional: See Schedule <input type="checkbox"/></div>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>		(2) Page 1 of 7 pages	
		(3) Property Identifier(s) Block Property 76566-0001 to 76566-0976LT)		Additional: See Schedule <input type="checkbox"/>	
		(4) Nature of Document Condominium By-Law No. 4 Condominium Act, 1998, S. 56			
		(5) Consideration Nil Dollars \$ Nil			
		(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2566 in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)			
		(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	
(8) This Document provides as follows:  See Schedule for By-law No. 4 and Certificate  <div>Continued on Schedule <input type="checkbox"/></div>					
(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	
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566				2017 01 23	
		Name: Elio Zoffranieri Title: President I have authority to bind the Corporation			
(11) Address for Service 4800 Dufferin Street, Toronto, Ontario, M3H 5S9					
(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  255 Village Green Square Toronto, Ontario		(15) Document Prepared by:  Harry Herskowitz DelZotto, Zorzi LLP 4810 Dufferin St,Suite D North York, ON M3H5S8		FOR OFFICE USE ONLY	
				Fees and Tax	
				Registration Fee	
				Total	

**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. 2566 (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 23<sup>rd</sup> day of January, 2017.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

Per: \_\_\_\_\_

Elio Zoffranieri, President

I have authority to bind the Corporation

**SCHEDULE "A" TO CERTIFICATE IN RESPECT OF A BY-LAW OF****TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566**

(hereinafter referred to as this or the "Corporation" or this or the "Condominium" or the "Avani Phase I Condominium")

**BY-LAW NUMBER 4**

WHEREAS Metrogate Inc. (hereinafter referred to as "Metrogate" or the "Declarant") was, at one point in time, the sole registered owner of all those lands and premises bounded by Highway 401 to the south, the Canadian Pacific Railway line to the north, the Metrolinx/GO transit railway line to the east, situate to the east of Kennedy Road, and comprising Blocks 1, 2, 4, 5, 6, 7 and 8 on Plan 66M-2460, and Part 2 on Reference Plan 66R-23565, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter collectively referred to as the "Metrogate Site");

AND WHEREAS within the confines of the Metrogate Site, Metrogate intended to develop various high-rise, mid-rise and/or low-rise condominiums thereon (including residential, mixed-use and/or commercial/office condominiums), with or without a ground floor commercial/retail component within each of said condominiums [with all of such condominiums being hereinafter collectively referred to as the "Metrogate Condominiums", and with each of the Metrogate Condominiums being hereinafter individually referred to as a "Metrogate Condominium", and with all of the Metrogate Condominiums so developed within the Metrogate Site collectively comprising (and being sometimes hereinafter collectively referred to as) the "Metrogate Condominium Community"];

AND WHEREAS pursuant to the provisions of an outstanding Section 37 Density Bonus/Development Agreement entered into between Metrogate and the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 30<sup>th</sup>, 2008 as Instrument No. AT-1911924, as amended by an amending agreement registered on May 19<sup>th</sup>, 2010 as Instrument No. AT-2384462 (which agreement, as so amended, and as may be further amended hereafter from time to time, shall hereinafter be collectively referred to as the "Section 37 Agreement"), Metrogate was obliged to construct, finish, furnish and equip two daycare centres (hereinafter collectively referred to as the "Daycare Centres") in accordance with the requirements of the City of Toronto, as part of the development of the overall Metrogate Condominium Community, together with all parking spaces required for each of the Daycare Centres under or pursuant to the applicable zoning by-law, for the sole and exclusive use of the employees of each of the Daycare Centres (and with one parking space to be accessible to persons with disabilities, and complying with the City of Toronto's accessibility guidelines);

AND WHEREAS the co-ownership, operation, maintenance and repair of each of the Daycare Centres, including the determination, quantification and budgeting of the Daycare Centre Costs, and the corresponding allocation, sharing and payment of the Daycare Centre Costs between or amongst each of the Metrogate Condominiums so registered from time to time, together with the leasing of each of the Daycare Centres to a permitted daycare centre operator approved by the City of Toronto in accordance with the provisions of the Section 37 Agreement, are now governed by a co-ownership and cost-sharing agreement dated June 24<sup>th</sup>, 2011 and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on July 14<sup>th</sup>, 2011 as Instrument No. AT-2752994 (hereinafter referred to as the "Daycare Centre Agreement") entered into by Toronto Standard Condominium Corporation No. 2151 (the "Solaris Phase I Condominium"), Toronto Standard Condominium Corporation No. 2166 (the "Solaris Phase II Condominium"), and by Ventus At Metrogate Inc. and Metrogate Inc. (with the latter entering into same in its capacity as the registered owner of the balance of the Metrogate Site, for and on behalf of each of the other Metrogate Condominiums to be developed and registered at anytime after the registration of the Solaris Phase II Condominium);

AND WHEREAS the Daycare Centre Agreement provides or contemplates that as and when each of the Metrogate Condominiums so registered as a separate condominium corporation under the *Condominium Act 1998, S.O. 1998 as amended* (the "Act") at any time after the Solaris Phase II Condominium, a counterpart to the Daycare Centre Agreement will be entered into directly by such newly-registered Metrogate Condominium with Metrogate Inc. and Ventus At Metrogate Inc. (and with or without all previously registered Metrogate Condominiums as parties or signatories thereto), which will confirm the formal assumption by such newly-registered Metrogate Condominium of its respective obligations arising under the Daycare Centre Agreement (hereinafter referred to as the "Counterpart to the Daycare Centre Agreement"), including without limitation, the obligation to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs (as such terms are respectively defined in the declaration of this Condominium, and in the Daycare Centre Agreement);

AND WHEREAS this by-law is being enacted to formally authorize this Condominium's execution of the Counterpart to the Daycare Centre Agreement, and the performance and fulfilment of all obligations and liabilities imposed upon this Condominium as a consequence thereof, or in connection therewith;

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this by-law, or in the Counterpart to the Daycare Centre Agreement specifically authorized by this by-law;

BE IT ENACTED AS A BY-LAW OF TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566 AS FOLLOWS:

1. That the Corporation execute the Counterpart to the Daycare Centre Agreement, in substantially the same form as the draft agreement annexed hereto as Schedule "A", for the purposes of evidencing and confirming;
  - (a) this Condominium's assumption of its respective obligations and liabilities arising under (and pursuant to) the Daycare Centre Agreement, including without limitation, the obligation to pay this Condominium's Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, all as more particularly outlined in the Daycare Centre Budget(s) prepared and submitted from time to time in accordance with the provisions of the Daycare Centre Agreement; and

- (b) this Condominium being bound by the terms and provisions of the Daycare Centre Agreement, as if it were an original party thereto and had executed same along with the other named parties thereto; and
  - (c) this Condominium's acknowledgement and agreement that all previously-registered Metrogate Condominiums [namely the Solaris Phase I Condominium referred to in the Daycare Centre Agreement as the Phase I Condominium, the Solaris Phase II Condominium referred to in the Daycare Centre Agreement as the Phase II Condominium, the Metrogate Townhouses referred to in the Daycare Centre Agreement as the Phase III Condominium, the Ventus Phase I Condominium referred to in the Daycare Centre Agreement as the Phase IV Condominium, and the Ventus Phase II Condominium referred to in the Daycare Centre Agreement as the Phase V Condominium] and all subsequently-registered Metrogate Condominiums [namely the Avani Phase II Condominium referred to in the Daycare Centre Agreement as the Phase VI Condominium, and the Selene Condominium referred to in the Daycare Centre Agreement as the Phase VIII Condominium, each of which are proposed to be developed and registered sometime hereafter], as well as each of the City of Toronto and the Daycare Centre Operator, may enforce the terms and provisions of the Daycare Centre Agreement against this Condominium directly, by virtue of the Counterpart to the Daycare Centre Agreement being executed by this Condominium, despite the fact that each of them are not (or may not be) parties or signatories thereto;
2. That any officer of the Corporation is hereby authorized to execute the Counterpart to the Daycare Centre Agreement, on behalf of the Corporation, together with any amendments or modifications thereto from time to time, and any other documents and/or instruments which are ancillary or incidental thereto, with or without the seal of the Corporation respectively affixed thereto, including without limitation:
- (a) all instruments, applications and/or affidavits which may be required in order to register the Counterpart to the Daycare Centre Agreement against the title to the units and common elements within this Condominium, and against the title to each of the units on all levels within each of the previously-registered Metrogate Condominiums respectively, and against the title to the balance of the Metrogate Site; and
  - (b) all clearance certificates or status certificates to be executed by or on behalf of this Condominium pursuant to the provisions of Article 18.00 of the Daycare Centre Agreement.
3. The affixation of the corporate seal of the Corporation to all documents and instruments referred to in the preceding paragraphs 1 and 2, as well as the performance and fulfilment of all obligations and liabilities imposed upon this Condominium pursuant to (or as a consequence of) the Counterpart to the Daycare Centre Agreement, or in connection therewith, are hereby authorized, ratified, sanctioned and confirmed.

The foregoing by-law is hereby enacted as By-Law Number 4 of Toronto Standard Condominium Corporation No. 2566

DATED at Toronto this 23<sup>rd</sup> day of January, 2017.

Toronto Standard Condominium Corporation No. 2566

Per: \_\_\_\_\_

Elio Zoffranieri, President  
I have authority to bind the Corporation

**SCHEDULE "A" TO BY-LAW NO. 4 OF****TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566**  
**COUNTERPART TO THE DAYCARE CENTRE AGREEMENT**THIS AGREEMENT MADE this 23<sup>rd</sup> day of January, 2017.

BETWEEN:

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566**a condominium corporation created by the registration of a declaration and description on the 13<sup>th</sup> day of January, 2017, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-4458663 (hereinafter referred to as "the Avani Phase I Condominium" or the "Phase VII Condominium")

OF THE FIRST PART

-and-

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2151**a condominium corporation created by the registration of a declaration and description on the 29<sup>th</sup> day of April, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-2677207 (hereinafter referred to as "the Solaris Phase I Condominium" or the "Phase I Condominium")

OF THE SECOND PART

- and -

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166**a condominium corporation created by the registration of a declaration and description on the 24<sup>th</sup> day of June, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-2731517 (hereinafter referred to as "the Solaris Phase II Condominium" or the "Phase II Condominium")

OF THE THIRD PART

- and -

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2175**a condominium corporation created by the registration of a declaration and description on the 31<sup>st</sup> day of August, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-2799794 (hereinafter referred to as "the Metrogate Townhouse Condominium" or the "Phase III Condominium")

OF THE FOURTH PART

- and -

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2259**a condominium corporation created by the registration of a declaration and description on the 28<sup>th</sup> day August, 2012, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-3112425 (hereinafter referred to as "the Ventus Phase I Condominium" or the "Phase IV Condominium")

OF THE FIFTH PART

-and-

**TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2281**a condominium corporation created by the registration of a declaration and description on the 20<sup>th</sup> day of December, 2012, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-3202887, as amended by an amendment to the declaration registered as Instrument No. AT-3212244 (hereinafter referred to as "the Ventus Phase II Condominium" or the "Phase V Condominium")

OF THE SIXTH PART

- and -

**VENTUS AT METROGATE INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "Ventus")

OF THE SEVENTH PART

- and -

**METROGATE INC.**

a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "Metrogate" or the "Declarant")

OF THE EIGHTH PART

WHEREAS Metrogate was, at one point in time, the sole registered owner of all those lands and premises bounded by Highway 401 to the south, the Canadian Pacific Railway line to the north, the Metrolinx/GO transit railway line to the east, situate to the east of Kennedy Road, and comprising Blocks 1, 2, 4, 5, 6, 7 and 8 on Plan 66M-2460, and Part 2 on Reference Plan 66R-23565, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter collectively referred to as the "Metrogate Site");

AND WHEREAS within the confines of the Metrogate Site, Metrogate intended to develop various high-rise, mid-rise and/or low-rise condominiums thereon (including residential, mixed-use and/or commercial/office condominiums), with or without a ground floor commercial/retail component within each of said condominiums [with all of such condominiums being hereinafter collectively referred to as the "Metrogate Condominiums", and with each of the Metrogate Condominiums being hereinafter individually referred to as a "Metrogate Condominium", and with all of the Metrogate Condominiums so developed within the Metrogate Site collectively comprising (and being sometimes hereinafter collectively referred to as) the "Metrogate Condominium Community"];

AND WHEREAS pursuant to the provisions of an outstanding Section 37 Density Bonus/Development Agreement entered into between Metrogate and the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 30<sup>th</sup>, 2008 as Instrument No. AT-1911924, as amended by an amending agreement registered on May 19<sup>th</sup>, 2010 as Instrument No. AT-2384462 (which agreement, as so amended, and as may be further amended hereafter from time to time, shall hereinafter be collectively referred to as the "Section 37 Agreement"), Metrogate was obliged to construct, finish, furnish and equip two daycare centres (hereinafter collectively referred to as the "Daycare Centres") in accordance with the requirements of the City of Toronto, as part of the development of the overall Metrogate Condominium Community, together with all parking spaces required for each of the Daycare Centres under or pursuant to the applicable zoning by-law, for the sole and exclusive use of the employees of each of the Daycare Centres (and with one parking space to be accessible to persons with disabilities, and complying with the City of Toronto's accessibility guidelines);

AND WHEREAS the co-ownership, operation, maintenance and repair of each of the Daycare Centres, including the determination, quantification and budgeting of the Daycare Centre Costs, and the corresponding allocation, sharing and payment of the Daycare Centre Costs between or amongst each of the Metrogate Condominiums so registered from time to time, together with the leasing of each of the Daycare Centres to a permitted daycare centre operator approved by the City of Toronto in accordance with the provisions of the Section 37 Agreement, are now governed by a co-ownership and cost-sharing agreement dated June 24<sup>th</sup>, 2011 and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on July 14<sup>th</sup>, 2011 as Instrument No. AT-2752994 (hereinafter referred to as the "Daycare Centre Agreement") entered into by the Solaris Phase I Condominium, the Solaris Phase II Condominium, Ventus and Metrogate (with the latter entering into same in its capacity as the registered owner of the balance of the Metrogate Site, for and on behalf of each of the other Metrogate Condominiums to be developed and registered at anytime after the registration of the Solaris Phase II Condominium);

AND WHEREAS the Daycare Centre Agreement provides or contemplates that as and when each of the Metrogate Condominiums so registered as a separate condominium corporation under the *Condominium Act 1998, S.O. 1998 as amended* (the "Act") at any time after the Solaris Phase II Condominium, a counterpart to the Daycare Centre Agreement will be entered into directly by such newly-registered Metrogate Condominium with Metrogate and Ventus (and with or without all previously registered Metrogate Condominiums as parties or signatories thereto), which will confirm the formal assumption by such newly-registered Metrogate Condominium of its respective obligations arising under the Daycare Centre Agreement (hereinafter referred to as the "Counterpart to the Daycare Centre Agreement"), including without limitation, the obligation to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs (as such terms are respectively defined in the declaration of the Avani Phase I Condominium, and in the Daycare Centre Agreement);

AND WHEREAS each of the Phase III Condominium, the Phase IV Condominium and the Phase V Condominium has already executed a Counterpart to the Daycare Centre Agreement respectively;

AND WHEREAS this agreement is intended to constitute and comprise the Avani Phase I Condominium's Counterpart to the Daycare Centre Agreement referred to above (with the Avani Phase I Condominium being referred to in the Daycare Centre Agreement as the Phase VII Condominium);

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in these presents, the words, terms or phrases defined in the Avani Phase I Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this Counterpart to the Daycare Centre Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, the sum of TEN (\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, and the Avani Phase I Condominium hereby acknowledges, covenants and agrees, to and with Metrogate and Ventus, and with each of the Phase I Condominium, the Phase II Condominium, the Phase III Condominium, the Phase IV Condominium and the Phase V Condominium respectively, as follows:

1. The terms and provisions of the Daycare Centre Agreement are hereby incorporated in this Counterpart to the Daycare Centre Agreement by reference, and the Avani Phase I Condominium hereby covenants and agrees to assume its respective obligations and liabilities arising under (and pursuant to) the Daycare Centre Agreement, including without limitation, the obligation to pay the Avani Phase I Condominium's Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, all as more particularly outlined in the Daycare Centre Budget(s) prepared and submitted from time to time in accordance with the provisions of the Daycare Centre Agreement.

2. The Avani Phase I Condominium hereby covenants and agrees to be bound by the terms and provisions of the Daycare Centre Agreement as if it were an original party thereto, and had executed same along with the other named parties thereto. Without limiting the generality of the foregoing, it is understood and agreed that from and after the date of registration of the Avani Phase I Condominium, the Avani Phase I Condominium shall pay and contribute its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, all as more particularly outlined in the Daycare Centre Budget(s) prepared and submitted from time to time in accordance with the provisions of the Daycare Centre Agreement.
3. The Avani Phase I Condominium shall execute and deliver such further documents and/or assurances as each of the named parties to the Daycare Centre Agreement, the City of Toronto and/or the Daycare Centre Operator may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing.
4. The Avani Phase I Condominium hereby confirms and agrees if any claim or proceeding is made or pursued against Metrogate and/or Ventus, or against any of the other Metrogate Condominiums so registered from time to time, as a result of the breach of any term or provision of the Daycare Centre Agreement committed by the Avani Phase I Condominium (or by anyone else for whose actions or omissions the Avani Phase I Condominium is or may be vicariously liable at law or in equity), including without limitation, the failure to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, then the Avani Phase I Condominium shall fully indemnify and save each of Metrogate, Ventus and the other registered Metrogate Condominiums harmless, from and against all costs, claims, damages and/or liabilities which any or all of them may suffer or incur as a result thereof, or in connection therewith.
5. The Avani Phase I Condominium further acknowledges and agrees that each of the previously-registered Metrogate Condominiums, and each of the other Metrogate Condominiums hereafter created under the Act, as well as each of the City of Toronto and the Daycare Centre Operator, shall respectively obtain the benefit of all covenants, commitments and agreements on the part of the Avani Phase I Condominium hereinbefore set forth, and shall be entitled to rely upon the Avani Phase I Condominium's assumption of all outstanding obligations and liabilities arising under (or in connection with) the Daycare Centre Agreement, and its corresponding obligation and commitment to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, and each of them shall correspondingly be entitled to enforce the terms and provisions of the Daycare Centre Agreement against the Avani Phase I Condominium directly, by virtue of this Counterpart to the Daycare Centre Agreement being executed by the Avani Phase I Condominium, despite the fact that each of them may not be parties or signatories to this Counterpart to the Daycare Centre Agreement.

IN WITNESS WHEREOF the undersigned parties have hereunto executed these presents as of the date first above-mentioned.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

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

METROGATE INC.

Per: \_\_\_\_\_  
 Len Gigliotti - Secretary  
 I have authority to bind the Corporation

VENTUS AT METROGATE INC.

Per: \_\_\_\_\_  
 Dino Carmel - President  
 I have authority to bind the Corporation