

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 15 pages
(3) Property Identifier(s)		Block Property 11 660-0001 to 11600-0055 inclusive
(4) Nature of Document BY-LAW NO. 9		
(5) Consideration Dollars \$		
(6) Description All units on all levels and appurtenant common interest comprising Metropolitan Toronto Condominium Plan No. 600 City of Toronto Municipality of Metropolitan Toronto Land Titles Division of Metropolitan Toronto (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"/>

FOR OFFICE USE ONLY

CERTIFICATE OF RECEIPT
RÉCÉPISSE
METRO TORONTO (66)
COMMUNAUTÉ URBAINE
DE TORONTO (66)

'97 06 20 11 56

John D. Hyman

LAND REGISTRAR/REGISTRATEUR
New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(8) This Document provides as follows:

See attached schedules.

Continued on Schedule ☒

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

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

Name(s)

Signature(s)

Date of Signature
Y M D

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 600
by its Solicitor

Gerald D. Hyman
GERALD D. HYMAN

1997 06 1

(11) Address for Service 256 Jarvis Street, Toronto, Ontario M5B 2J4

(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
256 Jarvis Street
Toronto, Ontario
M5B 2J4

(15) Document Prepared by:
Gerald D. Hyman, Q.C.
60 Bloor Street W., #302
Toronto, Ontario
M4W 3B8
(416) 925-1755

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

Total

Additional Property Identifier(s) and/or Other Information

CONDOMINIUM ACT

CERTIFICATE

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 600 hereby certifies that the ^{Special} By-Law No. 9 attached hereto was made in accordance with the Condominium Act, being Chapter C26 of the Revised Statutes of Ontario, 1990 and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said ^{Special} By-Law No. 9 has not been amended and is in full force and effect.

DATED at Toronto this 19th day of June, 1997.

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 600

Per:



Rob Graham, Secretary

(Seal)

Additional Property Identifier(s) and/or Other Information

METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 600

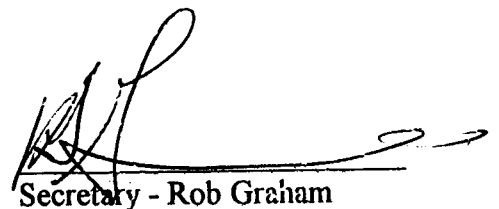
BY-LAW NO. 9

BE IT ENACTED as a Special By-law of Metropolitan Toronto Condominium Corporation No. 600 (hereinafter referred to as the " Corporation"), as follows:

The Corporation hereby leases to the owner of Unit 1, Level 1, and his, her or its successors in title, that portion of the common elements outlined in red on the plans attached hereto and marked as Appendix "A" to this By-law No.9 in accordance with the terms of a lease in the form attached as Appendix "B".

The foregoing Special By-law No. 9 was duly passed pursuant to the Condominium Act by the Directors of the Corporation at a meeting held on the 22nd day of May, 1997.

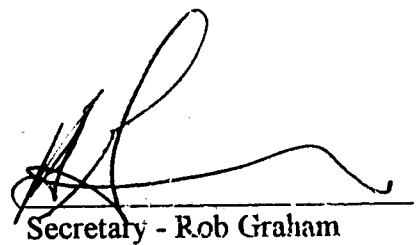
Dated this 16th day of June, 1997.



Secretary - Rob Graham

The foregoing Special By-law No. 9 was confirmed at a meeting of owners held on the 16th day of June, 1997 by owners owning not less than two-thirds of the condominium units.

Dated this 16th day of June, 1997.



Secretary - Rob Graham

APPENDIX "A"

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66R - 12978

STAIR

ELEVATOR SHAFT

LOBBY

0.50

0.27

Limit of Underground Parking

N 15° 55' 50" W PART

41 220



PROJECT: RABBA FINE FOODS 256 JARVIS ST	REVISIONS: <table border="1"><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>									SCALE: N.T.S. DATE: APRIL 13, 1991
DRAWING: SIGNAGE	NOTES: 	DRAWN BY: M.F. CHKD. BY: DRAWING NO.: 2								

THIS AGREEMENT dated the 23rd day of May, 1997

B E T W E E N:

RML 256 JARVIS STREET LIMITED,
a company incorporated under the
laws of the Province of Ontario,
hereinafter referred to as the "Owner",

- and -

METROPOLITAN TORONTO CONDOMINIUM CORPORATION
NO. 600,
hereinafter referred to as the "Corporation"

WHEREAS the Corporation is a condominium corporation governed by the Condominium Act R.S.O. 1990 c. C26 (the "Act");

AND WHEREAS the Owner is the owner of Unit 1, Level 1, Metropolitan Toronto Condominium Plan No. 600 (the "Unit");

AND WHEREAS the Owner wishes to lease from the Corporation a certain portion of the condominium common elements as outlined in red on Schedule "A" hereto (the "Leased Premises");

AND WHEREAS the Owner has requested that the Corporation carry out certain alterations to the Leased Premises at the Owner's expense;

AND WHEREAS the leasing of the Leased Premises requires a special by-law of the Corporation which must be confirmed by owners of not less than two-thirds of the units in the condominium corporation pursuant to Section 9(1) of the Condominium Act;

AND WHEREAS the alterations to the common elements must be approved by a vote of the unit owners pursuant to Section 38(1) of the Act;

NOW, THEREFORE, in consideration of the terms and conditions herein contained and other good and valuable consideration, the parties agree as follows:

1. Lease
The Corporation leases to the Owner and the Owner leases from the Corporation the Leased Premises for a term of ninety-nine (99) years at a rental of One Dollar (\$1.00) per year (the "Lease") payable on the date of this Agreement and on the anniversary of that date in each year during the term of this Agreement. The Owner shall be entitled, during the term of the Lease, to use the Leased Premises and the Alterations upon the terms and subject to the conditions of this Agreement, the Act and the Corporation's Declaration, By-laws and Rules. The Corporation shall not alter the Leased Premises or the Alterations, except as it shall legally be required to do, without the consent of the Owner.

2. Alterations

The Corporation agrees to carry out the alterations to the Leased Premises shown on the sketch attached as Schedule "A" hereto and as more fully detailed in the specifications contained in Schedule "B" hereto (the "Alterations").

3. Construction Contract

(a) The work will be carried out by 1114831 Ontario Inc. (the "Contractor") subject to the Contractor entering into a construction contract with the Corporation upon terms satisfactory to the Corporation (the "Construction Contract") acting reasonably. The Construction Contract will specify a firm lump sum price for the alterations and the Owner will, prior to the Corporation signing the Construction Contract, provide the condominium corporation with a certified cheque in an amount equal to the total of the lump sum price under the Construction Contract. The Owner shall pay all other costs reasonably incurred by the Corporation in regard to the leasing of the Leased Premises and the Alterations provided that the Corporation shall consult with the Owner prior to incurring such costs. Such costs shall include, without restriction, the Corporation's legal costs relating to the preparation of this agreement and such additional legal costs as relate to the preparation of the Construction Contract, provided the total of all such legal costs of the Corporation for which the Owner is responsible will not exceed \$4,000.00. This Agreement shall be subject to the execution by the Corporation and the Contractor of the Construction Contract. In the event that a Construction Contract is not signed by the Corporation and the Contractor within ten (10) days of the date of this Agreement, this Agreement shall be void and neither party shall have any further obligation hereunder.

(b) Payment of the holdback to the Contractor under the Construction Contract will require approval of both the Corporation and the Owner. Should any construction lien be placed against the condominium property in regard to the Alterations which the Contractor fails to immediately remove, the Owner will cause the lien to be removed by the filing of a bond or otherwise. Subject to compliance of the Owner with the foregoing, the Corporation will not pay the amount which it receives from the Owner pursuant to sub-paragraph 3(a) above, or any portion thereof, to any party other than the Contractor, except in accordance with a court order or in accordance with the provisions of the Construction Contract.

4. Permits

The Owner shall obtain, on the Corporation's behalf, all permits, authorizations and consents required for the carrying out of the work and shall pay and be responsible for all costs and fees relating thereto. The Corporation shall co-operate with the Owner to obtain the necessary documentation and shall execute such consents and authorizations as may be required by the authority issuing the documentation.

5. Release and Indemnification

The Owner releases the Corporation from any and all responsibility for the quality of the work performed under the Construction Contract and will fully save harmless and indemnify the Corporation from and against any and all charges and liabilities and any and all reasonable additional costs and expenses, arising from or related to the Construction Contract or otherwise arising from or relating to the Alterations, including without restriction those resulting from the Alterations not complying with the required permits, authorizations or consents or from deficiencies in the Alterations.

6. Municipal Requirements

The Owner will comply at all times with all municipal and other requirements having the effect of law relating to the Leased Premises or their use and will comply with the Act and the Corporation's Declaration, By-laws and Rules from time to time as though the Leased Premises were part of Unit 1, Level 1.

7. Sign

The Alterations shall include the installation of a pylon sign as described in Schedule "B" at the location shown on Schedule "A". The Owner shall pay to the Corporation \$249.00 per year if the pylon sign is equal to or less than eight feet high and \$399.00 per year if the pylon sign is more than eight feet high, payable on the date of this Agreement and on the anniversary of that date in each year during the term of this Agreement. The Corporation will be entitled to remove the sign at such time as the sign no longer represents the business being carried on in the Unit and Leased Premises. The Owner will forthwith reimburse the Corporation for all costs incurred by the Corporation in removing the sign and in remedying any damage to the building caused by such removal.

Notwithstanding the foregoing, prior to the sign being removed as aforesaid, the Owner, if not in default under this Agreement, will be entitled to request a change in the sign to reflect any change in the business carried on in the Unit and the Leased Premises. The Corporation will authorize the Owner to change the sign on behalf of the Corporation provided that the changes are satisfactory to the Corporation on a reasonable basis. The Owner will be responsible for and will pay the cost of changing the sign and the cost of all necessary building and other permits and will indemnify and hold harmless the Corporation in regard to all other costs, expenses, claims and liabilities incurred by or claimed against the Corporation directly or indirectly relating to the change in the sign.

Should the sign be removed as aforesaid, the Owner, during such period as this Agreement remains in effect and the Owner is not in default thereunder, will be entitled to have a sign reinstalled representing the business carried on or about to be carried on in the Unit and the Leased Premises. The reinstalled sign shall

conform to the specifications in Schedule "B" and shall otherwise be approved in writing by the Corporation, such approval not to be unreasonably withheld. All costs of reinstalling the sign shall be borne by the Owner.

8. Common Elements

The Owner acknowledges and agrees that the Leased Premises including the Alterations are common elements of the condominium property and cannot be altered other than as provided in this Agreement at any time by the Owner.

9. Maintenance and Repair Costs

The Corporation will maintain and repair the Leased Premises and the Alterations in accordance with its obligations under the Act and the Corporation's Declaration. The Owner will within 10 days of demand reimburse the Corporation for all reasonable or necessary costs incurred by the Corporation from time to time in the maintenance and repair of the Leased Premises and the Alterations.

10. Termination

The Lease herein granted of the Leased Premises shall immediately terminate if:

(a) The Owner's lease rights to the Leased Premises shall be taken in execution or attachment for any cause whatsoever;

(b) the Owner shall make an assignment for the benefit of creditors or become bankrupt or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or, if the Owner is a corporation, any order is made for the winding up of the Owner;

(c) the Owner fails to reimburse the Corporation in accordance with paragraph 9 herein or the Owner takes any steps to challenge the Corporation's right to such reimbursement (but not including any steps relating solely to a disagreement as to the amount of such reimbursement);

(d) the Owner fails to correct any breach other than as set out in sub-paragraph 10(c) of this Agreement within thirty (30) days of written notice, including any contravention of any municipal or other requirement having the effect of law relating to the Leased Premises or the Alterations. If, on a reasonable basis, the breach cannot be corrected within the said thirty (30) days of written notice, and the Owner is doing all things reasonably necessary to ensure that the breach is corrected within a reasonable period of time and if the breach, being capable of correction, is corrected within a reasonable period of time, the time allowed to the Owner to correct the breach shall be extended for such reasonable period of time;

(e) the government of the condominium property under the Act is terminated.

Sub-paragraphs (a) and (b) of this paragraph 10 will not cause termination of this Agreement during such period as the tenant of the Unit actively and fully conducts its business in the Unit.

11. Effect of Termination

Upon termination of the Lease, the Corporation may re-enter and take possession of the Leased Premises as though the Owner and any other occupant were overholding after the expiration of the term without any right whatsoever. Upon termination of the Lease for any of the reasons stipulated in sub-paragraphs (a) to (d), inclusive, of paragraph 10 above, the Corporation in addition to all other rights, shall have the right to enter the Leased Premises as agent of the Owner and to take possession of any property on the Leased Premises and to sell the same at public or private sale with or without notice and to apply the proceeds of such sale upon account of any amount owing to the Corporation by the Owner, including the cost of restoring the Leased Premises, and any excess in the sale proceeds will be paid to the Owner. The Corporation, upon termination of the Lease, will be entitled to remove the Alterations and to restore the premises to their original condition, reasonable wear and tear excepted, and except for termination of the Lease pursuant to sub-paragraph (e) of paragraph 10 herein, the Owner will forthwith reimburse the Corporation for all costs and expenses relating thereto.

12. Interest

Without restricting the Corporation's remedies, any amount not paid to the Corporation by the Owner when due, will bear interest at a rate which is five percent (5%) per annum above the rate charged from time to time by the Bank of Canada to the chartered banks and the Owner will be responsible for all legal costs incurred by the Corporation in pursuing and collecting the outstanding amounts.

13. Owner

The term "Owner" as used herein shall include every successor to the title of the commercial unit and this Agreement shall be binding upon and enure to the benefit of all such parties and the condominium corporation and its successors. Upon the transfer of the title of the commercial unit at any time and upon the purchaser agreeing in writing with the Corporation, to assume all of the obligations of the Owner hereunder, the conveying Owner will not be responsible for any failure of the successor Owner to comply with this Agreement from and after the date of the transfer of title.

14. Previous Agreement

The parties acknowledge and agree that upon compliance with paragraph 15 herein, the agreement between them dated April 24, 1996 is void ab initio and of no force or effect.

15. Agreement Subject to Approvals

This Agreement is entirely subject to registration of a special by-law of the Corporation providing for the leasing of the Leased Premises to the Owner, pursuant to Section 9(1) of the Act and to a vote of the owners approving the Alterations pursuant to Section 38(1) of the Act. The lease of the Leased Premises shall commence upon the later of the effective date of the said by-law and the passage of the said resolution. The Corporation shall call a meeting of owners to approve the aforesaid Special By-law and to obtain the vote approving the Alterations within two business days following the date of this Agreement, such meeting of owners to be held on or before June 21, 1997. The Corporation shall register the Special By-law in accordance with the Condominium Act within two business days following approval thereof by the unit owners and shall deliver a copy of the registered Special By-law to the Owner forthwith upon registration thereof.

16. Assignment and Subletting

The Owner shall have the right to assign its interest in this Agreement to a mortgagee of the Unit, who shall be subject to the terms of this Agreement, without the consent of the Corporation. The Owner shall have the right to enter into a sublease of the Leased Premises with a tenant of the Unit without the consent of the Corporation.

17. Complete Agreement

The parties acknowledge and agree that there are no representations or agreements relating to the Leased Premises or the Alterations except as herein set out and that no amendment of this Agreement shall be effective unless it is evidenced in writing and executed by the parties hereto and has received such approvals or confirmations as may be required by the Act. If any one or more of the provisions of this Agreement or the application thereof in or to any circumstances shall be held invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Agreement and the application thereof in or to other circumstances shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

18. Renewal

Unless terminated in accordance with the provisions hereof, this Agreement shall be automatically renewed for a further term of ninety-nine (99) years upon the same terms and subject to the same conditions other than this right of renewal, on the ninety-ninth anniversary of the commencement date, provided that the Purchaser is not in arrears or default under this Agreement on the renewal date.

19. Notice

Any notice given pursuant to or in regard to this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand or by registered or ordinary prepaid post to the

attention of the other party to this Agreement. A notice to the Owner shall be delivered to the Owner to the attention of Jack Rabba at 260 Brunel Road, Mississauga, Ontario, L4Z 1T5. Such notice shall be deemed to have been received on the day it was delivered by hand or upon the fifth day following posting. The Owner or the Corporation may change its address for service at any time or times by giving notice of such change to the other in accordance with the provisions of this Agreement.

20. Governing Law

This Agreement shall be interpreted and in force in accordance with the laws of the Province of Ontario and, where applicable, the Laws of Canada.

21. Headings

The headings of the paragraphs of this Agreement are only included in order to facilitate the reading of this Agreement and have no bearing upon its interpretation.

EXECUTED on the day and year above written.

RML 256 JARVIS STREET LIMITED

Per: [Signature]

PRESIDENT - I HAVE THE AUTHORITY TO
BIND THE CORPORATION.

Per: _____

METROPOLITAN TORONTO CONDOMINIUM
CORPORATION NO. 609

Per: [Signature]

Per: [Signature]

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66R - 12978

STAIR

ELEVATOR SHAFT

LOBBY

0.50

0.27

Limit of Underground Parking

N 15° 55' 50" W PART

41.520



PROJECT: RABBA FINE FOODS 256 JARVIS ST	REVISIONS: <table border="1"><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>									SCALE: N.T.S.
DRAWING: SIGNAGE	NOTES: See schedule 1	DATE: APRIL 13, 1996 DRAWN BY: M.F. CHKD. BY: DRAWING NO.: 2								

SCHEDULE "B"

The following alterations (the "Alterations") are to be made to the common elements in the Condominium:

- a) addition of a canopy at the Unit to project over the most easterly portion of the facia, canopy shall be no larger than 5 feet high, 40 feet long and 3 feet deep;
- b) installation of a sign post;
- c) erection of a pylon sign no larger than 9 feet high and 7 feet wide on top of the sign post;
- d) removal of 4 trees presently situated in front of the Unit and replacement of same with 5 Skyrocket Juniper trees;
- e) addition of 2 trees on either side of the sign post;
- f) landscaping;
- g) repair of all interlocking brick in front of the Unit to the sidewalk;
- h) *replacement of the glass front of the Unit closer to Jarvis Street and flush with the entrance to the residential portion of the Condominium; and
- i) placement of the condensing unit owned by the Owner on top of or beside the existing air conditioning unit at the north west corner of the Condominium.

Specifications:

- * Moving the existing glass front from its present position flush with the entrance to the residential portion and to install sliding glass doors and to extend the south wall of the building to meet the new glass front, such extension to be identical to the existing south wall of the building.