

YORK CONDOMINIUM CORPORATION  
NO. 323

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BY-LAW NO. 5

BE IT ENACTED as a by-law of York Condominium Corporation No. 323 (hereinafter referred to as the "corporation") as follows:

That subject to the obtaining of the consent thereto of The Municipality of Metropolitan Toronto, the corporation, together with Starburst Investments Limited, accept and execute the Assignment of Lease and Agreement in the form annexed hereto, together with the consent aforesaid.

York Condominium Corporation No. 323 hereby enacts the foregoing By-Law No. 5 by the vote of its sole member STARBURST INVESTMENTS LIMITED, a company incorporated under the laws of the Province of Ontario, which owns 100% of the common elements.

DATED at Toronto, this 27 day APRIL  
1977.

YORK CONDOMINIUM CORPORATION  
NO. 323, by its sole member

STARBURST INVESTMENTS LIMITED

Per:   
SECRETARY

PER:   
AUTHORIZED SIGNATORY

AUTH. SIGN. OFFICER

RECEIVED

101-539657

Received at the Office of Land Titles  
St. TORONTO at 3:15 o'clock

of the 25th Day of May  
A.D. 1977 and entered in

Volume / Vol. -- Parcel --  
CONSTITUTION INDEX

YORK COND. PLAN NO 323

*[Handwritten signature]*  
BY-LAW NO. 5

DATE

YORK CONDOMINIUM CORPORATION  
NO. 323

BY-LAW NO. 5

018-75/3246 - DMB/3:rc

GOODMAN AND CAHN  
2800 YORK CENTRE  
145 KING STREET WEST  
TORONTO, ONTARIO M5H 3K1

THIS AGREEMENT made in quadruplicate this 27th day  
of April, 1977.

B E T W E E N :

ENVOY APARTMENTS (1963) LIMITED, TOMORROW  
APARTMENTS (1963) LIMITED, PROVERB INVESTMENTS  
LIMITED and ENDURING INVESTMENTS LIMITED,  
carrying on business under the firm name and  
style of GREENWIN HOLDINGS, and THE CADILLAC  
FAIRVIEW CORPORATION LIMITED, all carrying on  
business as GOthic DEVELOPMENTS,

hereinafter called the "ASSIGNOR",

of the FIRST PART;

- and -

YORK CONDOMINIUM CORPORATION NO. 323, a  
corporation located in the City of Toronto,  
in the Municipality of Metropolitan Toronto,

- and -

STARBURST INVESTMENTS LIMITED, a  
corporation incorporated under the laws  
of the Province of Ontario,

hereinafter called the "ASSIGNEE",

of the SECOND PART;

WHEREAS by Lease dated the 19th day of September, 1972  
("the Lease"), a notice of which was duly registered in the Land  
Registry Office for the City of Toronto, on the 22nd day of August,  
1974, as Instrument No. CT 84056, the Municipality of Metropolitan  
Toronto did demise and lease unto Cadillac Development Corporation  
Limited those certain lands and premises described in Schedule "A"  
attached hereto (the "Demised Premises").

TO HAVE AND TO HOLD for a term of forty (40) years  
from the 15th day of July, 1972 to the 14th day of July, 2012  
together with and subject to the covenants and agreements  
contained in the Lease, and with the right of renewal after  
the initial term for a further period of twenty-six (26) years,  
and a further right of renewal after the first renewal period  
for a further period of thirty-three (33) years.

AND WHEREAS by agreement dated the 20th day of October, 1975, duly registered in the said Land Registry Office on the 17th day of November, 1975 as Instrument No. CT 150828, the Lease was modified and assigned to Gothic Developments, the Assignor herein.

AND WHEREAS Starburst Investments Limited is the owner of the lands described in Schedule "B" attached hereto.

AND WHEREAS Starburst Investments Limited intends to develop the Demised Premises and the lands in Schedule "B" (the "Lands") by providing thereon two tennis courts, open green space and 51 parking spaces (the "recreational and other facilities").

AND WHEREAS the recreational and other facilities to be provided are intended to be for the common use of the owners and occupants of the dwelling units on York Condominium Plan No. 323 and the owners and occupants of the dwelling units to be constructed on lands adjacent thereto described as Parts 1 and 2, Plan 66R-8721.

AND WHEREAS to give effect to this intention, the Assignor has agreed to assign the said Lease to the Assignee, which assignment is in satisfaction of the requirements of the City of Toronto as set out in Instrument No. A-610653, registered in the Office of Land Titles at Toronto.

AND WHEREAS Starburst has agreed to convey an undivided interest in the lands described in Schedule B to York Condominium Corporation No. 323.

AND WHEREAS Starburst and York Condominium Corporation No. 323 have agreed to enter into an agreement with respect to the operation of the recreational and other facilities.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents, covenants and agreements contained to be respectively paid and performed, other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) now paid by the Assignee to the Assignor and by each of the assignees, one to the other, (the receipt whereof is hereby by each acknowledged) the parties hereto do agree as follows:

ARTICLE I

PREMISES

1.01 The Assignor doth hereby grant and assign unto York Condominium Corporation No. 323 (York) an undivided 36.5% interest and unto Starburst Investments Limited (Starburst) the remaining undivided 63.5% interest in the Demised Premises, together with the residue unexpired of the term of years and every renewal thereof in the said Lease mentioned and the said Lease and all benefits and advantages to be derived therefrom.

1.02 To have and to hold the same unto the Assignee, its successors and permitted assigns, subject to the payment of the rent and the observance and performance of the Lessee's covenants and conditions in the said Lease contained.

1.03 (a) The Assignor hereby covenants with the Assignee that notwithstanding any act of the Assignor, the Lease is a good, valid and subsisting Lease, and that the rents thereby reserved have been fully paid up to and including the 15th day of April, 1977, and the covenants and conditions therein contained have been duly observed and performed by the Assignor up to the day of the date hereof.

(b) And that notwithstanding as aforesaid, the Assignor now has in itself good right, full power and absolute authority to assign the Demised Premises under the Lease in manner aforesaid, according to the true intent and meaning of these presents.

(c) And that subject to the said rent and the Lessee's covenants and conditions therein contained, the Assignee may enter into and upon and hold and enjoy the Demised Premises for the residue of the Term granted by the Lease, and every renewal thereof, for its own use and benefit and except as hereinbefore provided, without any interruption of the Assignor or any other person whomsoever claiming or to claim by, through or under it.

- (d) And that the Assignor shall and will from time to time, and at all times hereafter, at the request and cost of the Assignee, execute such further assurances of the Demised Premises as the Assignee shall reasonably require.
- (e) And the Assignee hereby covenants with the Assignor and the Lessor that the Assignee shall and will from time to time during all the residue of the term granted by the Lease and every renewal thereof, pay the rent and perform the Lessee's covenants, conditions and agreement therein respectively contained, and indemnify and save harmless the Assignor therefrom, and from all actions, suits, costs, losses, charges, damages and expenses for or in respect thereof.
- (f) And the parties hereto covenant and agree each with the other that this Assignment shall have the effect of conveying to and vesting in the Assignee all rights, privileges, advantages and benefits in any way arising out of the Lease, and subjecting the Assignee to all duties and covenants arising therefrom as fully and effectively as if the said Assignee had been the Lessee in the original Lease.

## ARTICLE II

### RENT AND OPERATING EXPENSES

2.01 All rental payments provided for under the Lease and the cost of the observance and performance of the Lessee's covenants and conditions in the Lease contained together with all other costs, charges, repairs and operating expenses incurred with respect to the Lands and in respect of any additional buildings or improvements erected thereon or in connection therewith and in connection with the continued existence, operation and maintenance of the recreational and other facilities to be provided thereon both foreseeable and unforeseeable shall be shared by York and Starburst in the following proportion:

(i) by Starburst 63.5%

(ii) by York 36.5%

ARTICLE III

INSURANCE

3.01 York and Starburst do mutually covenant and agree to obtain and keep in force adequate insurance against both damage to the recreational facilities and public liability in such amounts and on such terms and conditions as would be obtained by a prudent owner.

ARTICLE IV

ARBITRATION

4.01 Any difference or dispute arising between York and Starburst as to the meaning or construction of this Agreement and the Lease, or any part thereof, or as to any matter or claim arising thereunder or in connection therewith shall be referred to a single arbitrator if York and Starburst agree in writing upon one, otherwise to a board of three arbitrators, one to be appointed by York and one by Starburst and a third arbitrator to be appointed by the first two named arbitrators in writing; and, if York and Starburst shall refuse or neglect to appoint an arbitrator within five (5) days after the other shall have appointed an arbitrator and shall have served a written notice upon the party so refusing or neglecting to appoint an arbitrator requiring such party to make such appointment then the arbitrator first appointed shall, at the request of the party appointing him proceed to hear and determine the matters in difference or dispute as if he were a single arbitrator appointed by both York and Starburst for that purpose. If two arbitrators are so named in the time prescribed and they do not agree, within a period of five (5) days after the appointment of the last of the said two arbitrators, upon the appointment of the third arbitrator, then, upon the application of either York or Starburst, the

third arbitrator shall be appointed by a Judge of the Supreme Court of Ontario. The award or determination which shall be made by the said arbitrators or the majority of them or by the single arbitrator, as the case may be, both as to the matter in dispute and as to the costs of the said arbitration, shall be final and binding upon York and Starburst, their respective successors and assigns. The provisions of this paragraph shall be deemed to be a submission to arbitration within the provisions of The Arbitration Act, R.S.O. 1970, Chapter 25, and any statutory modification or re-enactment thereof. Nothing in this paragraph shall be deemed to relieve either Assignee of its obligation to pay the rent or other charges as hereinbefore agreed on the days hereinbefore specified.

ARTICLE V

BOARD OF DIRECTORS

5.01 The recreational and other facilities to be provided on the Lands shall be managed by a Board of Directors which board of directors shall be made up of four members, two directors to be appointed by York and two directors to be appointed by Starburst. At any meeting of the board of directors, a quorum shall consist of three of the four directors and except as may be provided herein, all decisions of the board of directors shall be by a majority.

5.02 The function of the board of directors shall be to operate and manage the recreational and other facilities, without restricting the generality of the foregoing:-

- (a) the appointment of professional management;
- (b) the maintenance, repair and operation of the recreational and other facilities, including landscaping and parking facilities provided on the Lands;



- (c) providing, making and publishing rules and regulations governing the use of the recreational and other facilities, including without limiting the generality of the foregoing, rules and regulations for the allocation of time for the use of such facilities, and enforcing such rules and regulations;
- (d) keeping the recreational facilities in a clean and wholesome condition and in good repair;
- (e) the keeping of financial records;
- (f) the preparation of an annual budget for each calendar year;
- (g) determining whether or not the Lands may be used by both the guests of owners and occupants of the dwelling units created or to be created on Parts 1 and 2, Plan 66R-8721 and by the guests of the owners and occupants of dwelling units on York Condominium Plan No. 323 or by guests of neither, and determining the basis upon which such use, if any, shall be permitted, including the charge of a fee for such use.

5.03 It is understood that the board of directors shall have the right to cancel or suspend the rights of any person to use the recreational facilities for misuse of the facilities, improper conduct in the recreational facilities or for any reason deemed adequate in the sole discretion of the board of directors.

5.04 The board of directors shall maintain adequate records, books and bank accounts and such records and books shall be retained at the office of the manager to be appointed and the representatives of York or Starburst shall have the right to inspect same at all reasonable times.

5.05 The board of directors of the recreational and other facilities shall, from time to time prepare an estimated budget for each calendar year, setting forth by categories

the board's best estimate for all expenses for the operation of the recreational and other facilities for the coming year, including without limiting the generality of the foregoing, rent, operating expenses, staff salaries, taxes, insurance, water, gas and electric rates, all costs of repairs, renewals, maintenance and supervision of the facilities and premises. Whenever, in the opinion of the board of directors of the recreational facilities, any change from the expenditures forecast in the annual budget makes it desirable to do so, the board shall submit to York and Starburst a supplementary budget covering the expenses of the operation of the recreational facilities for the then remaining portion of the current year. The budget prepared by the board shall include an estimate of all anticipated income to be received and shall indicate the balance of the expenses not anticipated to be met by such income.

5.06 York and Starburst shall contribute and be responsible for the payment of their proportionate shares of the annual cost of the operation of the recreational and other facilities in each annual period designated by the board of directors as such costs may be shown in the financial statements for such period or in accordance with the estimated budget. Such payments shall be made in the proportions as set out in Sec. 2.01 hereof and shall be paid in twelve equal consecutive monthly instalments, payable monthly on the first day of each and every month during the annual period. The contributions shall be adjusted at the end of each annual period designated by the board of directors immediately following the issuance of the financial statements for such period and all expenses payable which are not paid on the due date shall bear interest at the rate of 1-1/2% per month.

#### ARTICLE VI

#### CAPITAL EXPENDITURES

6.01 If the board of directors shall determine to make

capital expenditures with respect to the recreational facilities, or its furnishings, fixtures or equipment, then the parties hereto shall contribute their proportional share of the funds required therefor in accordance with the provisions hereof, provided however, that no capital expenditure shall be made exceeding \$2,000.00 in any one year without the unanimous consent of the parties hereto. All contributions payable under this paragraph which are not paid on the due date shall bear interest at the rate of 1-1/2% per month.

ARTICLE VII

DEFAULT

7.01 In the event of default by York or Starburst of its obligation to pay a proportionate share of costs or contributions as set out herein or in performance of any duty or obligation as set out herein, the non-defaulting party shall have the right (in addition to any and all other rights it may have) to suspend the right and entitlement of such party including its owners and occupants to use and enjoy the recreational and other facilities until such default is cured.

ARTICLE VIII

ASSIGNMENT

8.01 Neither party hereto shall be permitted to assign or to sublet its respective interests in the Lease and the within Agreement without first having obtained the consent in writing to such assignment or subletting from the other party, which consent may be arbitrarily withheld.

Notwithstanding the foregoing, Starburst shall be

permitted to assign its interest in the Lease and the within Agreement without consent, to a corporation or corporations created pursuant to The Condominium Act in respect of Parts 1 and 2, Plan 66R-8721.

#### ARTICLE IX

##### DEFINITIONS

9.01 It is mutually agreed between the parties hereto respectively that words importing the singular number only shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.

#### ARTICLE X

##### NOTICE

10.01 Any notice herein provided for or permitted to be given by York to Starburst shall be sufficiently given if delivered or if mailed in the Municipality of Metropolitan Toronto, postage prepaid, addressed to Starburst at 111 Davisville Avenue, Toronto, and any notice herein provided for or permitted to be given by Starburst to York shall be sufficiently given if delivered or if mailed in the Municipality of Metropolitan Toronto, postage prepaid, addressed to York at 50 Quebec Avenue, Toronto. Any such notice given as aforesaid shall be deemed to have been given on the day on which such notice is delivered, or on the next business day following the day on which such notice is mailed, as the case may be. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice, and from and after the giving of such notice,

the address therein specified shall be deemed to be the address of such party for the giving of notices hereunder. The word "notice" in this paragraph shall be deemed to include any request, statement or other writing in this lease provided for or permitted to be given by York to Starburst or by Starburst to York.

ARTICLE XI

CAPTIONS AND TERMS

11.01 The captions in this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

ARTICLE XII

AMENDMENT

12.01 This Indenture shall not be modified or amended except by an instrument in writing of equal formality herewith and signed by the parties hereto or by their respective successors and assigns.

WITNESS the corporate seals attested to by the hands of their respective signing officers duly authorized in that behalf.

GOTHIC DEVELOPMENTS by

THE CADILLAC FAIRVIEW CORPORATION  
LIMITED

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

and

GREENWIN HOLDINGS by

ENVOY APARTMENTS (1963) LIMITED

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

TOMONACO APARTMENTS (1963) LIMITED

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

PROVERB INVESTMENTS LIMITED

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

ENDURING INVESTMENTS LIMITED

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

YORK CONDOMINIUM CORPORATION NO. 323

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

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

STARBURST INVESTMENTS LIMITED

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

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

SCHEDULE "A"

FIRSTLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and the Province of Ontario and being composed of parts of Lots 1, 2, 3, 4, 5, 6 and 7 according to a plan filed in the Registry Office for the Registry Division of the said City of Toronto as Number D-1408, and part of Parkview Gardens according to said Plan D-1408 and now closed by By-Law 22675 of the said City of Toronto, and Lot 48 and parts of Lots 50, 51, 52, 53, 54 and 55 according to a plan filed in the Registry Office for the Registry Division of the County of York as number 660 and now on file in the said City Registry Office, the boundaries of the said parcel being described as follows:

PREMISING that all bearings herein are astronomic and are referred to the meridian through the intersection of the Bloor Street and Yonge Street control lines;

COMMENCING at an iron bar planted at the north east angle of said Lot 48, being also the intersection of the southerly limit of Gothic Avenue with the westerly limit of Quebec Avenue;

THENCE South 17 degrees 07 minutes 40 seconds East along the easterly limit of said Lot 48, 59.98 feet more or less to an iron bar planted at the south east angle of said Lot 48;

THENCE South 73 degrees 10 minutes 20 seconds West along the southerly limit of said Lot 48, 119.66 feet more or less to an iron bar planted at a point therein distant, 25.00 feet measured easterly therealong from the north west angle of said Lot 50;

THENCE South 17 degrees 14 minutes East parallel to the Westerly limit of said Lot 50, 52.00 feet;

THENCE South 73 degrees 10 minutes 20 seconds West parallel to the northerly limit of said Lot 50, 25.00 feet to an iron bar planted in the said westerly limit of Lot 50;

THENCE South 17 degrees 14 minutes East along the said westerly limit of Lot 50, 8.20 feet more or less to an iron bar planted distant, 100.00 feet measured northerly therealong from the northerly limit of Bloor Street West as widened by By-Law 8425;

THENCE South 73 degrees 12 minutes 20 seconds West parallel to the said northerly limit of Bloor Street West, 39.59 feet more or less to a point therein distant, 27.00 feet measured easterly therealong from the westerly limit of said Lot 51;

THENCE South 17 degrees 13 minutes East parallel to the said westerly limit, 100.00 feet to the said northerly limit of Bloor Street West as widened;

THENCE South 73 degrees 12 minutes 20 seconds West along the said northerly limit, 9.00 feet;

THENCE North 17 degrees 13 minutes West parallel to the said westerly limit of Lot 51, 100.00 feet;

THENCE South 73 degrees 12 minutes 20 seconds West parallel to the northerly limit of Bloor Street West as widened, 236.13 feet more or less to an iron bar planted in the easterly limit of Parkview Gardens according to Plan D-1408;

THENCE North 16 degrees 59 minutes 25 seconds West along the said easterly limit of Parkview Gardens, 36.56 feet to an iron bar planted at the beginning of a curve;

THENCE Northerly along the said easterly limit of Parkview Gardens being along a curve to the left having a radius of 130.00 feet, a distance of 18.42 feet arc measurement to the southerly limit of Parkview Gardens as closed by By-Law 22675, the chord of the said arc being 18.40 feet measured on a course North 21 degrees 24 minutes 25 seconds West;

THENCE South 71 degrees 45 minutes 45 seconds West along the said southerly limit of Parkview Gardens as closed, 49.35 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 6.12 feet to an angle therein;

THENCE South 71 degrees 45 minutes 45 seconds West along the southerly limit of Parkview Gardens as closed, 11.00 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 9.92 feet to an angle therein;

THENCE South 71 degrees 45 minutes 45 seconds West along the said southerly limit of Parkview Gardens as closed, 13.47 feet to the westerly limit of Parkview Gardens as closed;

THENCE Northerly along the said westerly limit of Parkview Gardens as closed, being along a curve to the left having a radius of 64.00 feet a distance of 10.02 feet arc measurement to the end of the said curve, the chord of the said arc being 10.00 feet measured on a course North 53 degrees 08 minutes 25 seconds West;

THENCE North 56 degrees 43 minutes 25 seconds West along the said westerly limit of Parkview Gardens as closed, 37.41 feet to the northerly limit of Parkview Gardens as closed;

THENCE North 71 degrees 45 minutes 45 seconds East along the said northerly limit of Parkview Gardens as closed, 42.44 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 8.58 feet to an angle therein;

THENCE North 71 degrees 45 minutes 45 seconds East along the northerly limit of Parkview Gardens as closed, 11.00 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 7.46 feet to an angle therein;

THENCE North 71 degrees 45 minutes 45 seconds East along the northerly limit of Parkview Gardens as closed, 18.00 feet to the north east angle of Parkview Gardens as closed;

THENCE North 56 degrees 43 minutes 25 seconds West along the north easterly limit of Parkview Gardens according to said Plan D-1408, 2.71 feet more or less to a point therein distant, 0.25 feet measured north westerly therealong from the northerly limit of said Lot 6;



THENCE North 37 degrees 24 minutes 15 seconds East along a line connecting last mentioned point with a point distant 7.35 feet measured South 35 degrees 37 minutes East from the north east angle of said Lot 6, 97.91 feet to the line drawn on a course South 35 degrees 37 minutes East;

THENCE South 35 degrees 37 minutes East along said line, 33.20 feet to an iron bar planted in the southerly limit of said Lot 6 distant, 14.85 feet measured westerly therealong from the south east angle of said Lot 6;

THENCE South 38 degrees 19 minutes 20 seconds East, 14.50 feet to an iron bar planted;

THENCE North 70 degrees 56 minutes 40 seconds East, 3.67 feet to an iron bar planted;

THENCE North 87 degrees 22 minutes 40 seconds East, 28.00 feet to an iron bar planted in the easterly limit of said Lot 5;

THENCE North 70 degrees 45 minutes 20 seconds East, 46.58 feet to an iron bar planted;

THENCE North 45 degrees 37 minutes 10 seconds East, 18.16 feet to an iron bar planted;

THENCE North 70 degrees 56 minutes 40 seconds East, 27.46 feet to an iron bar planted;

THENCE North 19 degrees 42 minutes 20 seconds East, 10.00 feet to an iron bar planted;

THENCE North 72 degrees 18 minutes 30 seconds East, 56.08 feet to an iron bar planted in a line drawn parallel to the west limit of said Lot 1 and distant, 5.83 feet measured westerly therefrom at right angles thereto;

THENCE North 17 degrees 21 minutes 30 seconds West along said parallel line, 40.42 feet to an iron bar planted in the northerly limit of said Lot 1, being also the southerly limit of Gothic Avenue;

THENCE Easterly along the said northerly limit of Lot 1 and Lot 48, being the southerly limit of Gothic Avenue being along a curve to the left having a radius of 680.00 feet, a distance of 200.30 feet arc measurement to the point of commencement, the chord of the said arc being 199.57 feet measured on a course South 85 degrees 49 minutes 40 seconds East.

TOGETHER with a right of way for all those entitled thereto, in, over, along and upon part of Lot 51 according to said Plan 660, described as follows:

COMMENCING at a point in the easterly limit of said Lot 51 distant, 100.00 feet measured northerly therealong from the northerly limit of Bloor Street West as widened by By-Law 8425 of the said City of Toronto;

THENCE South 73 degrees 12 minutes 20 seconds West parallel to the said northerly limit of Bloor Street West as widened, 38.59 feet more or less to a point ~~thereon~~, 27.00 feet measured North 73 degrees 12 minutes 20 seconds East therealong from the westerly limit of said Lot 51;

THENCE South 17 degrees 13 minutes East parallel to the said westerly limit of Lot 51, 12.00 feet;

THENCE North 73 degrees 12 minutes 20 seconds East parallel to the said northerly limit of Bloor Street West as widened, 38.59 feet more or less to the said easterly limit of Lot 51;

THENCE North 17 degrees 14 minutes West along the said easterly limit of Lot 51, 12.00 feet to the said point of commencement.

TOGETHER with a right of way for all those entitled thereto, in, over, along and upon parts of Lots 51, 52, 53, 54 and 55 according to said Plan 660, described as follows:

COMMENCING at a point distant, 18.00 feet measured easterly from the westerly limit of said Lot 51 along a line drawn parallel to the said northerly limit of Bloor Street West as widened by By-Law 8425 and distant, 100.00 feet measured northerly therefrom on a course parallel to the said westerly limit of Lot 51;

THENCE South 73 degrees 12 minutes 20 seconds West parallel to the said northerly limit of Bloor Street West as widened, 236.13 feet more or less to a point in the easterly limit of Parkview Gardens according to said Plan D-1408;

THENCE South 16 degrees 59 minutes 25 seconds East along the said easterly limit of Parkview Gardens, 15.00 feet;

THENCE North 73 degrees 12 minutes 20 seconds East parallel to the said northerly limit of Bloor Street West as widened, 206.19 feet more or less to a point distant, 12.00 feet measured westerly therealong from the easterly limit of said Lot 52;

THENCE North 17 degrees 13 minutes West parallel to the easterly limit of said Lot 52, 3.00 feet;

THENCE North 73 degrees 12 minutes 20 seconds East parallel to the said northerly limit of Bloor Street West as widened, 30.00 feet to a line drawn parallel to the said westerly limit of Lot 51 through the said point of commencement;

THENCE North 17 degrees 13 minutes West along last mentioned parallel line, 12.00 feet to the said point of commencement.

SUBJECT to a right of way for all those entitled thereto, in, over, along and upon part of Lot 51 according to said Plan 660, described as follows:

COMMENCING at a point distant, 18.00 feet measured easterly from the westerly limit of said Lot 51 along a line drawn parallel to the said northerly limit of Bloor Street West as widened and distant, 100.00 feet measured northerly therefrom on a course parallel to the said westerly limit;

THENCE North 73 degrees 12 minutes 20 seconds East parallel to the said northerly limit of Bloor Street West as widened, 9.00 feet;

THENCE South 17 degrees 13 minutes East parallel to the said westerly limit of Lot 51, 12.00 feet;

THENCE South 73 degrees 12 minutes 20 seconds West parallel to the said northerly limit of Bloor Street West as widened, 9.00 feet;

THENCE North 17 degrees 13 minutes West, 12.00 feet to the said point of commencement.

TOGETHER with a right of way for all those entitled thereto in, over, along and upon parts of Lots 6 and 7 according to said Plan D-1408, described as follows:

COMMENCING at a point in the said north easterly limit of Parkview Gardens distant, 0.25 feet measured North 56 degrees 43 minutes 25 seconds West therealong from the limit between said Lots 6 and 7;

THENCE North 37 degrees 24 minutes 15 seconds East, 50.00 feet;

THENCE North 56 degrees 43 minutes 25 seconds West parallel to the said north easterly limit of Parkview Gardens, 3.50 feet;

THENCE South 37 degrees 24 minutes 15 seconds West, 50.00 feet to the said north easterly limit;

THENCE South 56 degrees 43 minutes 25 seconds East along the said north easterly limit, 3.50 feet to the said point of commencement.

SUBJECT to a right of way for all those entitled thereto, in, over, along and upon parts of said Lots 6 and 7 according to Plan D-1408 described as follows:

COMMENCING at a point in the north easterly limit of Parkview Gardens distant, 0.25 feet measured North 56 degrees 43 minutes 25 seconds West therealong from the limit between said Lots 6 and 7;

THENCE North 37 degrees 24 minutes 15 seconds East, 50.00 feet;

THENCE South 56 degrees 43 minutes 25 seconds East parallel to the said north easterly limit of Parkview Gardens, 3.50 feet;

THENCE South 37 degrees 24 minutes 15 seconds West, 50.00 feet to the said north easterly limit;

THENCE North 56 degrees 43 minutes 25 seconds West along the said north easterly limit, 3.50 feet to the said point of commencement.

SUBJECT to a right of way for all those entitled thereto in, over, along and upon part of Lot 1 according to said Plan D-1408;

COMMENCING at the north east angle of said Lot 1, being a point in the southerly limit of Gothic Avenue;

THENCE North westerly along the said northerly limit of Lot 1 being along a curve to the right having a radius of 680.00 feet, a distance of 6.74 feet arc measurement more or less to a line drawn parallel to the easterly limit of said Lot 1 and distant, 5.83 feet measured westerly therefrom at right angles thereto, the chord of the said arc being 6.74 feet measured on a course North 77 degrees 25 minutes 40 seconds West;

THENCE South 17 degrees 21 minutes 30 seconds East along said parallel line, 40.42 feet;

THENCE North 72 degrees 18 minutes 30 seconds East, 5.83 feet to the said easterly limit of Lot 1;

THENCE North 17 degrees 21 minutes 30 seconds West along the said easterly limit of Lot 1, 37.02 feet to the point of commencement.

SECONDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and the Province of Ontario and being composed of parts of Lots 4, 5 and 6 according to a plan filed in the Registry Office for the Registry Division of the said City of Toronto as Number D-1408 and all of Parkview Gardens according to said Plan D-1408 and now closed by By-Law 22675 of the said City of Toronto and parts of Lots 54 and 55 according to a plan filed in the Registry Office for the Registry Division of the County of York as Number 660 and now on file in the said City Registry Office, the boundaries of the said parcel being described as follows:

PREMISING that all bearings herein are astronomic and are referred to the meridian through the intersection of Bloor Street and Yonge Street control lines;

COMMENCING at the south east angle of the lands herein described which said angle is located as follows;

BEGINNING at the north east angle of said Lot 48, being also the intersection of the southerly limit of Gothic Avenue with the westerly limit of Quebec Avenue;

THENCE South 17 degrees 07 minutes 40 seconds East along the easterly limit of said Lot 48, 48.70 feet;

THENCE South 71 degrees 45 minutes 45 seconds West, 367.63 feet;

THENCE South 18 degrees 14 minutes 15 seconds East, 5.62 feet to the said point of commencement;

THENCE South 71 degrees 45 minutes 45 seconds West to and along the south limit of Parkview Gardens as closed, 111.50 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the west limit of Parkview Gardens as closed, 6.12 feet to an angle therein;

THENCE South 71 degrees 45 minutes 45 seconds West along the southerly limit of Parkview Gardens as closed, 11.00 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 9.92 feet to an angle therein;

THENCE South 71 degrees 45 minutes 45 seconds West along the said southerly limit of Parkview Gardens as closed, 13.47 feet to the westerly limit of Parkview Gardens as closed;

THENCE Northerly along the said westerly limit of Parkview Gardens as closed being along a curve to the left having a radius of 64.00 feet a distance of 10.02 feet arc measurement to the end of the said curve, the chord of the said arc being 10.00 feet measured on a course North 53 degrees 08 minutes 25 seconds West;

THENCE North 56 degrees 43 minutes 25 seconds West along the said westerly limit of Parkview Gardens as closed, 37.41 feet to the northerly limit of Parkview Gardens as closed;

THENCE North 71 degrees 45 minutes 45 seconds East along the said northerly limit of Parkview Gardens as closed, 42.44 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 8.58 feet to an angle

THENCE North 71 degrees 45 minutes 45 seconds East along the northerly limit of Parkview Gardens as closed, 11.00 feet to an angle therein;

THENCE North 18 degrees 14 minutes 15 seconds West along the westerly limit of Parkview Gardens as closed, 7.46 feet to an angle therein;

THENCE North 71 degrees 45 minutes 45 seconds East along the northerly limit of Parkview Gardens as closed, 18.08 feet to the north east angle of Parkview Gardens as closed;

THENCE South 56 degrees 43 minutes 25 seconds East along the north easterly limit of Parkview Gardens as closed, 1.41 feet;

THENCE North 71 degrees 49 minutes East, 92.51 feet to a line drawn on a course North 18 degrees 14 minutes 15 seconds West through the said point of commencement;

THENCE South 18 degrees 14 minutes 15 seconds East, 68.42 feet to the said point of commencement.

THE SAID parcel lies below a plane having an elevation of 366.25 feet Geodetic Datum.

THIRDLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto in the Municipality of Metropolitan Toronto and the Province of Ontario and being composed of parts of Lots 1, 2, 3, 4 and 5 according to a plan filed in the Registry Office for the Registry Division of the said City of Toronto as Number D-1408 and part of Lot 48 according to a plan filed in the Registry Office for the Registry Division of the County of York as Number 660 and now on file in the said City Registry Office, the boundaries of the said parcel being described as follows:

PREMISING that all bearings herein are referred to the meridian through the intersection of the Bloor Street and Yonge Street control lines;

COMMENCING at an iron bar planted at the north east angle of said Lot 48, being also the intersection of the southerly limit of Gothic Avenue with the westerly limit of Quebec Avenue;

THENCE South 17 degrees 07 minutes 40 seconds East along the easterly limit of said Lot 48, 48.70 feet;

THENCE South 71 degrees 45 minutes 45 seconds West, 367.63 feet;

THENCE North 18 degrees 14 minutes 15 seconds West, 58.34 feet

THENCE North 71 degrees 45 minutes 45 seconds East, 334.30 feet more or less to the said southerly limit of Gothic Avenue;

THENCE Easterly along the said southerly limit of Gothic Avenue being along a curve to the left having a radius of 680.00 feet a distance of 35.60 feet arc measurement more or less to the point of commencement, the chord of the said arc being 35.60 feet measured on a course North 87 degrees 28 minutes 40 seconds East.

THE SAID parcel lies below an inclined plane, the westerly extremity of the said plane having an elevation of 359.00 feet Geodetic Datum and the easterly extremity of the said plane having an elevation of 357.81 feet Geodetic Datum.

FOURTHLY:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Toronto in the Municipality of Metropolitan Toronto and the Province of Ontario and being composed of parts of Lots 5, 6 and 7 according to a plan filed in the Registry Office for the Registry Division of the City of Toronto as Number D-1408, the boundaries of the said parcel being described as follows:

PREMISING that all bearings herein are referred to the meridian through the intersection of the Bloor Street and Yonge Street control lines;

COMMENCING at a point in the north easterly limit of Parkview Gardens according to said Plan D-1408 distant, 0.25 feet measured North 56 degrees 43 minutes 25 seconds West therealong from the limit between said Lots 6 and 7;

THENCE North 37 degrees 24 minutes 15 seconds East, 11.99 feet;

THENCE North 71 degrees 49 minutes East, 37.29 feet;

THENCE North 88 degrees 05 minutes East, 35.70 feet;

THENCE South 71 degrees 49 minutes West, 92.51 feet to the north easterly limit of Parkview Gardens as closed by By-Law 22675 of the City of Toronto;

THENCE North 56 degrees 43 minutes 25 seconds West along the north easterly limit of Parkview Gardens as closed and the north easterly limit of Parkview Gardens according to said Plan D-1408 4.11 feet to the said point of commencement.

SCHEDULE "B"

ALL AND SIGNULAR that certain parcel or tract of land and premises situate lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto and being composed of that part of Lots 1 and 2 as shown on Plan D-1408, registered in the Land Registry Office for the Registry Division of Toronto (No. 63) and designated as Part 1 on a Plan of Survey of Record deposited in the said Registry Office as Number 63R-1020.



DATED April 27th, 1977.

GOTHIC DEVELOPMENTS

- and -

YORK CONDOMINIUM CORPORATION NO. 323

- and -

STARBURST INVESTMENTS LIMITED

- and -

THE MUNICIPALITY OF METROPOLITAN  
TORONTO

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ASSIGNMENT OF LEASE AND AGREEMENT

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018-75/3246 - DMJ/3

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