

BY-LAW NO. 5

CARLETON CONDOMINIUM CORPORATION No. 15

Enacted this 3rd day of *May*, 1982

LEASING OF COMMON ELEMENTS

1. The Board of Directors of the Corporation is hereby authorized to enter into agreements from time to time for the leasing or licensing of such part or parts of the common elements as they in their discretion deem fit and on the terms and conditions they deem appropriate and any two directors are hereby authorized to execute and deliver any leases, licences, agreements, instruments and other documents they deem necessary to carry into effect any agreement to lease or license any part or parts of the said common elements or to generally carry out the intent of this by-law.

2. The execution and delivery of an agreement to lease a part of the common elements to Haseman's Laundry Equipment Limited for the purposes of the operation of laundry facilities dated the 1st day of *August* 1978, a copy of which is annexed hereto.

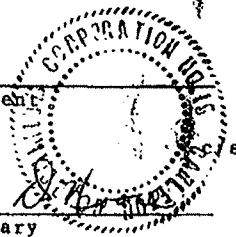
The foregoing by-law is hereby made By-Law No. 5 of Carleton Condominium Corporation No. 15.

Dated at the city of Vanier this 3rd day of *May* 1982.

CARLETON CONDOMINIUM CORPORATION No. 15

PER: *W. Adams*
President

PER: *Margaret O. ...*
Secretary



HASEMAN'S LAUNDRY EQUIPMENT LIMITED

413 Bolkon Road, Richmond Hill, Ontario

LEASE AGREEMENT

THIS INDENTURE OF LEASE made the first day of August 19 78 BETWEEN: 158 "B" McArthur - Carleton Condominium Corporation # 15 hereinafter called "Lessor"

HASEMAN'S LAUNDRY EQUIPMENT LIMITED hereinafter called "Lessee"

WHEREAS the Lessor is the owner of certain lands and apartment building(s), known as Chateau Vanier "B" located at 158 "B" McArthur in the city of Vanier, hereinafter called the "Lessor's premises".

NOW THIS INDENTURE WITNESSETH:

- 1. In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor does demise and lease unto the Lessee the laundry room or rooms located on the ground floor(s) of the Lessor's premises.
2. To have and to hold the demised premises for and during the term of five (5) years to be computed from the 1st day of August 1978 provided that this lease shall automatically renew itself for a further term of Five (5) years, unless the Lessee, at least three months prior to the end of the term hereby granted or any renewal thereof, gives notice in writing to the Lessor of its intention to terminate this Lease.
3. Yielding and paying therefor during the term hereby granted and any renewal thereof, unto the Lessor the sum of \$2.60 per occupied unit, per month. (169 units) payable as rent, the first of such payments to become due and payable on the 1st day of Sept. 1978 monthly or before the 15th of each month. The Lessee covenants and agrees that the demised premises shall be used only for the purpose of carrying on the business of an automatic laundry.
4. The Lessor covenants with the Lessee for quiet enjoyment.
5. The Lessor further covenants and agrees as follows:
(a) the Lessee shall have the sole and exclusive right to install and maintain as many automatic washing machines and dryers, coin-changers and soap machines as the Lessee in its absolute discretion shall deem necessary to properly serve the tenants of the Lessor's premises, as well as installing from time to time such other machines and equipment as the Lessee shall deem necessary. See
(b) the authorized employees and agents of the Lessee shall have free access to the demised premises at all reasonable times to install, inspect, service, repair or remove the said machines and equipment and to collect the monies deposited therein;
(c) notwithstanding anything contained in the Landlord and Tenant Act, Revised Statutes of Ontario, 1960, Chapter 206, and amendments thereto (the benefit of which the Lessor hereby irrevocably waives) or any other Act of the Province of Ontario both present and future, the said machines and equipment referred to herein shall not be subject to distress or seizure by the Lessor or its agents by reason of any default whatever by the Lessee, its employees and agents; and the said machines and equipment shall not become fixtures of the Lessor, but shall remain the personal property of the Lessee.
(d) to pay all charges for water and electricity incurred as a result of the use of the said machines and equipment;
(e) to permit the tenants of the Lessor's premises to have free access to the demised premises and to have the use of the machines and equipment at all reasonable times;
(f) in the event the Lessor's premises shall be sold during the term hereby granted or any renewal thereof, then the Lessor shall, prior to the closing of any such purchase and sale, obtain from the purchaser and remit to the Lessee a written acknowledgment by the purchaser that he agrees to be bound by the terms, covenants and conditions set forth herein;
(g) the Lessor will pay all taxes, duties and assessments whatsoever whether municipal, parliamentary or otherwise which during the said term may be charged upon the demised premises or upon the Lessor or Lessee in respect hereof;
(h) no part of the Lessor's premises shall during the term hereby granted or any renewal thereof, be leased, licensed or in any other way granted to any other person or corporation other than the Lessee for any of the aforementioned purposes.
7. Provided that the Lessee may remove the said machines and equipment.
8. Provided that in the event the demised premises are damaged by reason of fire, lightning, tempest or any of the other elements, then rent shall cease until the demised premises are rebuilt.
9. Provided that in the event the Lessor's premises other than the demised premises are rendered wholly unfit for occupancy by the tenants thereof, by reason of fire, lightning, tempest or for any other reason whatever, then the rent provided for herein shall cease until such time as the Lessor's premises are restored to the condition they were in prior to being rendered unfit for occupancy and the said Lessor's premises are again reoccupied to the extent of the occupancy prior to such damage; provided further that in the event any part of the Lessor's premises normally occupied by tenants are rendered unfit for occupancy, then the rent provided for herein shall abate in the proportion that the part of the Lessor's premises occupied by tenants after such damage bears to that part of the Lessor's premises ordinarily occupied by tenants.
10. Provided that if in the opinion of the Lessee, the Lessor has been in breach of any of the terms, covenants and agreements contained herein, the Lessee may terminate this Lease upon seven (7) days' written notice to the Lessor.
11. Any notice required or contemplated by any of the provisions of this Lease or which the Lessor or Lessee may desire to give to the other shall be sufficiently given to the Lessee by personal delivery or by registered letter, postage prepaid addressed to the Lessee at 413-Bolkon Road, Richmond Hill, Ontario, and to the Lessor by registered mail postage prepaid and addressed to the said Lessor at 158B McArthur Rd., Vanier, Ontario ATTN: Mr. D. O'Donnell

12. This Lease shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have executed these presents.

SIGNED, SEALED AND DELIVERED.

in the presence of

Lessor

[Signature] (Seal)

HASEMAN'S LAUNDRY EQUIPMENT LIMITED

Pert

[Signature]

(Seal)

* The lessee shall have the sole and exclusive right to install and maintain 9 automatic washers and 9 dryers to properly serve the tenants of the lessor's premises.

C E R T I F I C A T E

CARLETON CONDOMINIUM CORPORATION NO. 15 hereby certifies that By-Law No. 5 attached hereto was made in accordance with The Condominium Act, ^{1980.} being Chapter 84 of the Revised Statutes of Ontario, 1980 and any amendments thereto, the Declaration and the By-Laws of the Corporation, and that the said By-Law No. 5 has not been amended and is in full force and effect.

DATED AT VANIER, Ontario this *3rd* day of *May* 1982.

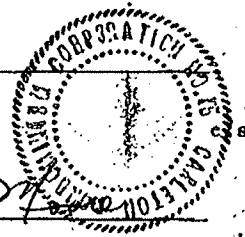
CARLETON CONDOMINIUM CORPORATION No. 15

PER:

W. S. L...
President

PER:

Margaret D. ...
Secretary



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RECEIVED
LAND RECORDS DIVISION
BOSTON

JUN 29 3 15 PM '82

J. T. Coyle
JAMES T. COYLE
DEPUTY LAND REGISTRAR

NO DUPLICATE
LAND REGISTRY #4

REC. BY	BC
F.F. NO. OR PAGE	704
ASST. BY	<i>[Signature]</i>
CHECKED BY	
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P.O.C. #15
158 B Myrtle St
Dennis, Ont.

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