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## **CONDOMINIUM MANAGEMENT AGREEMENT**

**BETWEEN:**

**HALTON STANDARD CONDOMINIUM CORPORATION No. 669**  
**(hereinafter; referred to as the Corporation)**  
**OF THE FIRST PART**

**AND:**

**ACTIVE MANAGEMENT (Ontario) LTD.**  
**Carrying on business as TAG MANAGEMENT**  
**(hereinafter; referred to as TAG or the Manager)**  
**OF THE SECOND PART**

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**CONDOMINIUM MANAGEMENT AGREEMENT**

THIS AGREEMENT MADE THIS 25<sup>TH</sup> DAY OF APRIL, 2017

**BETWEEN:**

HALTON STANDARD CONDOMINIUM CORPORATION No. 669  
(hereinafter; referred to as the "Corporation")  
**OF THE FIRST PART**

**AND:**

ACTIVE MANAGEMENT (Ontario) LTD.  
Carrying on business as TAG MANAGEMENT  
(hereinafter; referred to as TAG or the Manager)  
**OF THE SECOND PART**

**WHEREAS** the Corporation has been created pursuant to The Condominium Act, 1998 as amended, by the registration of a Declaration and a Description registered in the Land Registry Office for the Land Titles Division of the Region of Halton, the seventy one (71) residential units and the common elements of which including the land described in the Description located at 5001 Corporate Drive, Burlington, Ontario hereinafter referred to as "the Property";

**AND WHEREAS** the Corporation desires TAG to manage the Property and the assets of the Corporation and TAG desires to do so, in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and Agreements herein contained and other valuable consideration, the Corporation appoints TAG and TAG hereby accepts appointment as the exclusive Manager of the Property and the assets of the Corporation on the terms and conditions hereinafter set forth;

**I. NOMENCLATURE**

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, 1998 and its regulations (the "Act").

**II. TERM**

This Agreement shall come into force on the first day of May, 2017, and shall remain in force for a period of one (1) year and thereafter shall continue in force from year to year, unless sooner terminated in accordance with the provisions of Article XII or as otherwise provided by law.

### III. SUPERVISION OF THE BOARD

TAG acknowledges that it is familiar with the Act and its Regulations and with the terms of the Declaration and By-laws registered pursuant to the Act in connection with the property as of the date of this Agreement and its management of the Property shall be subject to the specific instructions of the Corporation as expressed by its Board of Directors and to each and every term and condition in this Agreement contained, and it further agrees to carry out the lawful instructions of the Condominium Corporation and its Board of Directors.

### IV. MANAGEMENT

TAG agrees to act as a managing agent and to manage the property on behalf of the Corporation during the term of this Agreement in a faithful, diligent and honest manner and to enter into such contracts and Agreements solely on behalf of the Corporation as may be necessary in the performance of its duties hereunder. TAG shall manage the property and assets of the Corporation and without limiting the generality of the foregoing shall perform the following specific duties, subject to the direction of the Board of Directors of the Corporation. The duties of the Manager shall not include the duties of the officers of the Corporation as set forth in the By-laws, except as otherwise specifically provided in this Agreement. The Manager shall perform, in particular, the following specific duties, subject to the direction of the Board.

#### (a) Corporation Funds

To collect, receive, and deposit in trust for the Corporation all moneys payable pursuant to the Act, Declaration, By-laws and agreements authorized by By-Law and to deposit the same forthwith in separate account(s) to be opened with a Canadian chartered bank and maintained by TAG in the name of the Corporation as the Board may from time to time direct. TAG shall maintain two separate accounts on behalf of the Corporation one which shall be a general account, with the other to be used specifically as a reserve fund to be maintained solely for the purpose of funding major repairs and replacements in accordance with the Act. TAG shall record all financial transactions in the Corporation's general and reserve fund accounts. No amounts shall be paid from the Corporation's accounts except pursuant to a cheque signed by the authorized bank signing officers of the Corporation, signed in accordance with the Directors written instructions. All such monies shall be used to perform the duties of the Manager, which include but are not limited to:

- i) Disbursements  
to make payment of all accounts properly incurred by or on behalf of the Corporation.
- ii) Insurance  
to arrange for the insurance required by the Corporation in accordance with the provisions of the Act, the Declaration and By-Laws, and the

amounts of such insurance shall be as directed by the Board of Directors.

iii) General Maintenance & Repairs

to repair and maintain or cause to be so repaired and maintained those parts of the Property and assets of the Corporation which require repair and maintenance by the Corporation in accordance with the provisions of the Declaration and By-laws, and agreements authorized by By-Law and, without limiting the generality of the foregoing, to arrange for the supply as may be required for electricity, water and other utilities and services and to arrange (subject to (g) herein below) through use of Property employees and/or independent contractors as in each instance may seem the more desirable for the effective and economical operation, maintenance and repair of the Property and its equipment as may be required by the Corporation or deemed desirable by the Manager or so as to comply with the enforcement of any regulations and requirements of which TAG is notified by the local Board of Health, Police and any other Municipal, Provincial and Federal authorities having jurisdiction which affect the Property, and without limiting the generality of the foregoing, such arrangements shall include where applicable to the Property removal of litter and disposal of waste, snow and ice removal, landscaping and grounds maintenance, fire hydrant servicing, exterior painting, alterations and any supervision and maintenance necessary in connection with the Property, and subject to (g) below to maintain such staff on behalf of and at the expense of the Corporation as may be required at all times promptly and efficiently to carry out the foregoing, and any other requirements and instructions of the Board of Directors of the Corporation.

(iv) Reserve Fund

To establish to the credit of the Corporation in a special account for major repairs and replacement of the common elements and assets of the Corporation, on a scheduled basis, transfer the proportionate amount of the total budgeted expenditure allocated by the Corporation in its budget statement for the establishment of the reserve fund to ensure that such monies so allocated by the Corporation are not used in the payment of operating expenses from the general operating account established under paragraph IV (a) above. In addition, TAG shall work with an investment advisor as approved by the Board to obtain the highest possible return on all revenues of the Corporation including interest accumulating on surplus cash and on long term reserve accounts and, in this endeavor, TAG shall ensure that investments are made in the name of the Corporation, as directed by the Board subject to the terms of the Act, the Declaration and the By-laws.

- (b) **By-law Enforcement**  
To take such action within its power short of legal action to enforce the terms of the Act and the Declaration, the By-laws, and any rules and regulations or amendments to any of the foregoing which may be in force from time to time subject to the direction of the Board, and to instruct legal action as directed by the Board at the expense of the Corporation.
- (c) **By-law Advisement**  
To advise and consult with the Board with respect to any further By-laws, rules and regulations which in the opinion of TAG ought to be established to further the harmonious and satisfactory operation of the Property for the common benefit of the Owners. TAG shall, if required, advise on the registration procedure of new By-laws at the local Registry Office as required by the Act.
- (d) **Improvement of Common Elements**  
To assist in the establishment of a long-term preventative maintenance program in consultation with the Board of Directors relating to all aspects of the physical components of the Property, including the mechanical, electrical and plumbing systems. To help prepare for the Board's approval, a general maintenance procedures and schedules to be followed by the on-site employees of TAG and any employees of the Corporation.
- (e) **Communication to the Owners**  
To forthwith after their enactment communicate to all Owners the text and importance of any by-laws or rules and regulations or amendments thereto. To provide the Board with a copy of written, emailed or faxed communications from Owners. Further to prepare and have the Board review newsletters sent to Owners at a minimum of twice per year or for maintenance notices upon the direction of the Board. To provide the Board with a current registry of Owner's and tenants and to maintain an updated registry. The Board agrees to accept notice by e-mail from the Manager when a Board member communicates in this method.
- (f) **Insurance Claims**  
To negotiate all insurance policies and arrange for any appraisal in connection therewith which may be required by the Corporation pursuant to the Declaration or By-laws, and to supervise insurance or other claims by or against the Corporation and to see that the rights of the Corporation in respect to such claims are protected including the filing of Notice of Claim but not including the adjusting of any loss or the provisions of any services of any kind save and except for the filing of liens for outstanding common expenses from time to time as permitted by the Act, but shall include the procuring of such services

upon the express instructions of the Board of Directors of the Corporation and at the expense of the Corporation.

- (g) **Employees of the Corporation**  
TAG may hire at the Corporation's expense, pay, supervise and discharge as may be necessary from time to time all persons required (subject to budgetary limitation agreed upon with the Corporation, subject also to the prior written approval of the Board of Directors) for the proper operation and maintenance of the Property and its equipment. All salaries, taxes and other expenses payable on account of such employees (save TAG's office and site staff) shall be operating expenses of the Corporation.
- (h) **Inadequate Performance by Contractors**  
To use reasonable diligence to assure that contracts and Agreements between the Corporation and supplier or service personnel are performed in accordance with their terms and to inform the board in the event performance is considered by TAG to be inadequate or contrary to the agreed terms and where services are improperly performed and/or materials not provided in accordance with the contract, and to take advantage of all trade discounts by prompt payment of trade invoices.
- (i) **Employee Records**  
To arrange for and maintain proper payroll records with respect to all persons engaged to work at the Property in accordance with the foregoing sub-clause (g) and to make all payroll reports and returns required by law and to remit to the proper authority all deductions and payments for income taxes, unemployment insurance, hospitalization, medical and other group coverage, Canada Pension Plan, premiums required under the Workplace Safety Insurance Act, 1997 and any other deductions or payments which may from time to time be applicable to any such persons and/or their employer.
- (j) **General Authority**  
Generally to do and perform and where desirable contract as agent for and in the name of the Corporation for all things desirable or necessary for the proper and efficient management of the Property (including the giving of proper attention to any complaints) and to perform every other act whatsoever in or about the Property to carry out the intent of this Agreement provided, however, that TAG shall not authorize any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 for any one item without first obtaining the corporation's approval to proceed with such work except for monthly or recurring operating charges, and provided further that in the case of any work, repairs, alterations or maintenance estimated to cost in excess of \$2,000.00 shall obtain and submit to the Board for



approval two or more independent estimates of the cost of any such work. The Board shall provide its approval or other direction to TAG within thirty (30) days of receipt of TAG's request for approval. In the event the aforementioned approval or other direction is not provided within the said 30 day period it shall be deemed that TAG shall use its sole discretion. If, in their opinion, there exists a hazardous situation which could cause personal injury or damage to the Property of the Corporation or its equipment or contents or which could impair the value of the Owner's investment or which could cause the suspension of any service to the Corporation at a time when the Corporation or its representatives cannot be reasonably located for the purpose of giving approval for such work, or if failure to do such work might expose either the Corporation or TAG or both to the imposition of penalties, fines, imprisonment or any other substantial liability, then TAG is hereby authorized to proceed with such work as in its sole and absolute discretion it reasonably determines to be urgently necessary for the protection and preservation of the Property of the Corporation or its equipment or the contents or the Owner's investment therein or to protect the Corporation or TAG from exposure to fines, penalties, imprisonment or any other substantial liability, subject, however, in each and every instance to the Act. TAG shall in the case of a hazardous situation report to the Corporation as soon as possible.

The Corporation hereby authorizes TAG, its servants or agents or employees to enter any unit in accordance with the Act, to effect such necessary work which in its sole and absolute discretion, acting reasonably, it determines to be urgently necessary for the protection and preservation of the Property of the Corporation or its equipment or contents or the Owners investment therein or to protect the Corporation or TAG from exposure to fines, penalties, imprisonment or any other substantial liability.

(k) **Work Schedule**

To prepare, specify and present a schedule duly approved by the Board and to arrange for the preparation of such work as may be necessary to direct on a regular basis the activities of all persons employed to work at the Property and to provide such supervision as may be reasonably necessary to prepare and provide to the Board a job description for maintenance staff and cleaners, specifying the frequency of performance of major responsibilities; to provide the necessary supervision of these employees and trades people required from time to time on the Corporation's site it being understood that these employees and trades people will take their direction only from TAG's authorized personnel. Work performed by the tradespeople required from time to time at the Corporation's site, whether employees of TAG or of a company not affiliated with TAG will be detailed on an

official work sheet adequately verified, timed and authorized. Further log books for all major mechanical and electrical equipment will be maintained in the equipment rooms indicating the nature and frequency of maintenance operations performed on the equipment.

(l) **Supervision of Employees**

To direct and supervise any and all persons employed pursuant to this Agreement, for the operation and maintenance of any equipment in existence or which might be in existence and which the Corporation desires or is obliged to operate and maintain, and shall arrange for any technical instructions of personnel employed at the Property which may be required for the proper operation and maintenance of such equipment.

(m) **Materials, Equipment and Supplies**

To purchase subject to (j) above and on behalf of the Corporation such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Property. All such purchases and contracts shall be in the name of and at the expense of the Corporation.

(n) **Inventory**

To maintain in so far as is reasonably possible, an up-to-date list of all inventory, equipment and chattels forming part of the assets of the Corporation including without limiting the generality of the forgoing all furniture, playground and gardening equipment, cleaning equipment and supplies and to report to the Corporation from time to time in this regard.

(o) **Emergency Situations**

TAG will at all times keep the Board of Directors advised of the telephone number or numbers at which an agent or employee of TAG may be reached at any time during normal business hours in respect to any infraction of the Declaration, the By-laws, the Common Element Rules or any other Rules and Regulations, or at any time during the day or night in respect of any emergency involving the Property and assets of the Corporation, and TAG will make arrangements to deal promptly with such infractions and immediately with any emergency arising in connection with the maintenance and operation of the Property and assets of the Corporation, TAG shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board of Directors any major emergency or persistent, flagrant or serious violation of the Declaration, the By-laws, the Common Element Rules or any other Rules and regulations. It is understood and agreed by the Parties hereto that TAG shall, in its discretion, determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

- (p) **Information**  
To receive in writing (except in case of emergency) and co-ordinate the disposition of, requests for information and service concerning or relating to the duties and obligations of TAG as provided by this Agreement, in all cases referring to the Board of Directors such requests as involve policy decisions or interpretations of the Declaration, By-laws and Rules and Regulations of the Corporation.
- (q) **Long-Term Contracts**  
TAG shall supply the Corporation with copies of all current contracts and Agreements which obligate the Corporation for terms greater than three (3) months. TAG shall advise the Corporation of the necessity of renewal of the foregoing, with such notice that the Board may approve of such contracts and Agreements as to provide uninterrupted service to the Corporation. TAG having received approval from the Board, shall act as the agent of the Corporation in entering into such terms contracts or Agreements.
- (r) **Unit Repairs**  
Notwithstanding any other provision of this Agreement, the Manager is given no authority or responsibility for maintenance of or repairs to the units which shall be the sole responsibility of the Owners individually, save and except in those circumstances where the Corporation has a legal obligation to repair the units after damage in accordance with the Act upon the express written direction of the Board.
- (s) **Sub Meters**  
Notwithstanding anything to the contrary that may be contained within this Agreement, either directly or impliedly, it is understood that the Manager shall not be responsible for reading meters, issuing invoices, collection of accounts for sub-metered utilities or any additional administrative duties that may relate to such sub-metered utilities.

## V. **MANAGEMENT SERVICES**

TAG agrees that during the currency of this Agreement, it will provide all management services required in connection with the Property and assets of the Corporation as may be necessary in the performance of its duties provided, that TAG shall not be responsible for the duties of the Board or of the Officers of the Corporation. TAG shall provide a site Property Manager who is satisfactory to the Board. In the event that the Board desires a change of the site Property Manager, after first attempting to resolve any and all concerns regarding the appointed representative, TAG agrees to facilitate said change within ninety (90) days of receipt from the Corporation of a formal written request for same. Without limiting the generality of the foregoing, TAG shall perform the following specific duties. If any plans, drawings, specifications and/or architectural or engineering assistance

becomes necessary or desirable to enable the Manager to discharge its duties pursuant to this Agreement, and if the Board or any of its designated representatives from time to time authorize the Manager to procure same, then the cost and expense of doing so shall be borne solely by the Corporation. However, with respect to undertaking any major repair, replacement or renovation of the common elements or any portion thereof, the Manager shall not be responsible for undertaking or fulfilling any of the obligations or functions ordinarily expected from a "project Manager" or "construction supervisor", and in such case the Corporation shall be obliged to engage the services of one or more qualified professionals.

(a) **Books and Records of the Corporation**

To keep the Corporation's books of account and retain full and proper records regarding all financial transactions involved in the management of the Property and to forward to the Corporation on or before the 20th day of each month a statement of receipt and disbursements summarizing the transactions made during the preceding month and as more particularly described in paragraph (c) herein below. All books and records kept in relation to the management of the Corporation shall be the property of the Corporation and shall be accessible to the Board, auditor or the unit owners at all reasonable times upon reasonable notice being given to TAG. Upon completion or termination of this Agreement, all books and records shall be forthwith surrendered to the Corporation or to a representative of the Corporation designated in writing.

(b) **Annual Budget**

To assist in the preparation of and present to the Board at least forty five (45) days before the commencement of each fiscal year during the term of this Agreement an estimated budget in writing for the following year and for the approval of the Board and to consult with the Board whenever it appears desirable or necessary to revise the Owner's contributions to the common expenses.

(c) **Financial Reporting**

To provide the Board of Directors with monthly and year to date itemized un-audited financial statements showing:

- i) Corporation income on an accrual basis;
- ii) dollar amount of common expenses collected;
- iii) dollar amount of each disbursement as compared with budgeted expenses by budget categories;
- iv) the names of the members of the Corporation who are delinquent in payment of their required contribution to common expenses and the amount of each delinquency;
- v) the names and amounts of all other delinquent accounts;
- vi) particulars of accounts, term deposits, securities and any other Instrument respecting investment income and other assets and

liabilities of the Corporation in accordance with good accounting principles as at the date of the financial statements.

All accounting and financial reporting which is required under the term of this Agreement being provided by TAG to the Corporation shall be in accordance with the reasonable requests of the Corporation's auditors as to format and shall be provided within the reasonable time limit prescribed by the Corporation's auditors.

- (d) **The Register**  
To maintain the Corporation's unit owner and mortgagee register's on behalf of the Corporation and as required pursuant to the Act and, as far as is reasonably practicable, to keep an up to date register of the names and addresses of owners and/or occupants of the units pursuant to the Act and mortgagees who advised the Corporation of their entitlement to notice.
- (e) **Access to Books and Records**  
To make available at reasonable times whenever requested to the Corporation, its auditors and other designated representatives all books and records pertaining to the operation of the Property and the business of the Corporation, subject to the provisions of any applicable federal or provincial privacy legislation and any privacy policy adopted by the Board and in effect from time to time.
- (f) **Approval of Invoices**  
To make all disbursements properly incurred for and on behalf of the Corporation with the approval of the Board; PROVIDED, however, that the approval of the Board shall not be required prior to payment by TAG of any items of expense as to which TAG has discretionary spending power pursuant to clause IV (j) aforementioned. Copies of all invoices will be provided to the Auditor along with financial statements.
- (g) **Meeting Notification & Representation**  
TAG agrees to provide a representative who shall attend twelve (12) monthly scheduled meetings of the Board of Directors and the Annual General Meeting of the Owners. TAG shall provide to the Board at least two (2) days prior to the Board meeting, copies of correspondence, and management report and copies of the financial statement and the arrears reports. The Board shall provide TAG with written notification of not less than 24 hours of all unit owner meetings or special meetings or requisition meetings including board meetings convened by the Board, without exception.

(h) **Status Certificates**

To prepare for signature of the Board or where a resolution of the Board has been delivered to TAG under corporate seal, status certificates in the form prescribed by regulation pursuant to the Act and to issue and provide status certificates together with the statements and information required pursuant to the Act to any person or persons acquiring an interest in any unit in the condominium plan within the time permitted for the delivery of such certificates, statements and information prescribed by the Act. TAG shall not be obliged or responsible for inspecting any of the units which are the subject of a request for a status certificate, in order to determine whether or not the Corporation has any claim for damages against the owner of such units, or whether any violation of the provisions of the Act, or Corporation's Declaration, By-laws and/or Rules exists, prior to issuing any status certificate in connection therewith. It is expressly understood and agreed that the purchaser, mortgagee or other party or parties requesting a status certificate shall be solely responsible for undertaking any such inspections. The fee permitted to be charged by the Act for such certificate shall be charged and retained by the Manager provided that all printing costs to be absorbed by the Corporation.

**VI. MANAGEMENT'S COMPENSATION**

The Corporation shall pay TAG as compensation for its management services rendered under this Agreement the following fee: Twenty One Thousand Three Hundred Eighty Four Dollars (\$21,384.00) per annum, plus applicable taxes payable monthly in advance in equal instalments of One Thousand Seven Hundred Eighty Two Dollars (\$1,782.00) plus applicable taxes during the first year of this Agreement. In each year thereafter the then current fee will increase by no less than a percentage equal to the cost of living, as determined by Statistics Canada published Consumer Price Index for this area or as mutually agreed. The Manager shall be entitled to draw the amount due as per the Agreement from the Corporation's account via electronic payment on a monthly basis. Any increase in management fees will be ratified during the annual budget process and the increase will take effect at the beginning of the next financial period. It is further understood and agreed that the foregoing remuneration of the Manager excludes the following:

**Additional Costs:**

It is agreed and understood that the Manager shall be additionally compensated for the following that are not included in the management fees payable under this Agreement as follows: Harmonized Sales Tax (HST), postage, courier service, record storage, stationary supplies and photocopying, recoverable administrative fees charged to unit owners for Form 14, lien process, NSF charges, or late payment administrative fees and electronic banking (PAP) convenience fees payable by unit owners and incurred by TAG, additional meetings above contracted meetings or make-up meetings of the Board of Directors or Owners, specialized/customized financial reports, emergency inspections, and attendance to lawsuits, courts, mediation, arbitration, evictions, insurance claims, Tarion/builder disputes or

meetings. Fees for these services are based on time and material as mutually agreed and approved in advance in writing and shall be charged at the Manager's hourly rate in effect at such time, as noted in the Managers Rate Chart. If the Corporation fails to pay any/or all amounts when due, such unpaid amounts shall bear interest payable from the due date thereof to the date of payment at the rate of Two Per Cent (2%) per month, calculated and compounded daily.

#### **VII. INDEMNIFICATION OF MANAGEMENT**

The Corporation shall, during and after the termination of this Agreement, indemnify and save TAG completely free and harmless from any and all damages or injuries to persons or property, or claims, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever and defend at the expense of the Corporation all suits which may be brought against the Manager in respect thereof, when TAG is carrying out the provisions of this Agreement or acting upon the direction of the Corporation unless as a result of the gross negligence of TAG or any of its employees, or as a result of the fraud or willful misconduct on the part of the Manager, its servants or any of its employees performed in the course of their duties.

#### **VIII. INDEMNIFICATION OF THE CORPORATION**

During and after the termination of this Agreement, TAG shall indemnify and save the Corporation completely free and harmless from any and all damages or injuries to person, property, claims, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever if TAG failed to carry out the provisions of the Agreement or if caused as a result of the gross negligence of TAG or any of its employees and TAG agrees, prior to the commencement of services under this Agreement, to provide the Corporation with a Certificate of Insurance as evidence that it is maintaining adequate liability insurance in an amount no less than \$3,000,000 for liability coverage and \$2,000,000 for errors and omissions coverage, for the purpose of indemnifying the Corporation pursuant to this clause which certificate shall include an undertaking that the insurer will provide the Corporation with a least ten (10) days prior written notice of cancellation or any material change in the provisions of such insurance policy.

#### **IX. COMPREHENSIVE LIABILITY INSURANCE**

The Corporation agrees to take out or authorize TAG to arrange for comprehensive liability insurance on the Property to a limit of not less than \$5,000,000.00 inclusive and further agrees that TAG shall be named as an insured party along with the Corporation as their interests may appear in each such policy or policies which shall provide protection against any claims for personal injury, death or property damage or loss for which either the Corporation or TAG might be held liable as a result of their respective obligations, and the Corporation further agrees, if so requested, to provide TAG with a Certificate of Insurance in respect of any such policy which shall include an undertaking that the Insurer will provide TAG with at least ten (10) days (or whatever number of days can be arranged) prior written notice of cancellation or any material change in the provisions of any such policy.

**X. LIAISON OFFICER**

The Corporation shall advise TAG in writing from time to time as required of the name of the Officer, Director or other representative who is authorized to provide instructions on behalf of the Board, to enable TAG to consult with the Corporation and/or obtain the Corporation's approval before proceeding with any work, act or actions. The Board shall designate a single individual mutually acceptable who shall be authorized to deal with TAG on any matters relating to the management of the Property. TAG is directed not to accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designations by the Board, the President of the Corporation may have this authority. The Corporation shall not permit, allow or cause any director, owner or employee to interfere with the Manager in the performance of its duties or the exercise of its powers hereunder. The Board agrees to co-operate with the Manager to the extent reasonably required, in order to enable the latter to perform expeditiously, efficiently and economically the Manager's services required or contemplated under this Agreement, and to provide such evidence of authority (i.e. by way of certified resolution or otherwise) and such specific directions as the Manager may reasonably require from time to time.

**XI. MISCELLANEOUS**

Collection of Accounts Receivable Including Common Expenses

TAG shall, in addition to its covenant to enforce the By-Laws of the Corporation as herein before contained, actively pursue the collection of outstanding common expenses from Owners and tenants respectively at all times and with a view to reducing these receivables to the lowest minimum monthly balance and without additional cost or expense to the Corporation save in those instances where legal action including the placement of Notices of Lien pursuant to the Act, is required. It is understood that TAG shall give proper notice and sufficient time to arrange that the Notice of Lien shall be filed in the appropriate Land Registry Office by the Corporation's legal counsel within three months of the date of original default by the particular Owner. TAG shall endeavour in collecting arrears of common expenses following the institution of legal action, to recover legal or other expenses incurred by the Corporation through its employment of TAG or counsel for this purpose; for example, in the event of a sale of a unit against which arrears of common expenses and legal costs pertain.

TAG is hereby and in accordance with the resolution attached to this Management Agreement, specifically authorized and instructed by the Corporation to execute a Notice of Lien, and Status Certificates under the seal of the Corporation and within the relevant statutory time periods as set out in the Act, TAG shall deliver to the Corporation's solicitors, on or before the 10th day of the third month in which a unit Owner continues to be in arrears of his contributions towards common expenses, a Notice of Lien form properly executed under the seal of the Corporation and in accordance with the form provided by the Corporation's solicitors setting out the amount claimed by the Corporation to be subject to the lien which amount shall be calculated to include all of the following:



1. The accumulation total to and including the date of delivery of the Notice of Lien from the Corporation's solicitors of the arrears of common expenses including any special or extraordinary assessment that may have been levied by the Corporation.
2. Arrears of payment required to be made under the provisions of the By-laws of the Corporation shall bear interest and shall be compounded monthly until paid.
3. All legal fees and disbursements calculated and as stated by the Corporation's solicitors.

In the event that TAG fails to properly instruct the Corporation's solicitors regarding the outstanding amounts and with respect to the lien that is required to be registered on the defaulting unit, TAG shall be liable to the Corporation for all losses or costs resulting therefrom.

## XII. TERMINATION

### I. TERMINATION RIGHTS

- a. During the term of this Agreement, either party may at its option, without cause, terminate this Agreement upon ninety (90) days written notice to the other, with such written notice only deemed as received on the last calendar day of the applicable month received, and despite such termination, the Corporation shall pay to TAG all management compensation remaining on the outstanding annual term as raised in paragraph VI 'Management's Compensation' of this Agreement, with such outstanding annual term being determined by reference to paragraph II 'Term' of this Agreement.
- b. The obligations upon TAG to account shall survive the termination of this Agreement for whatever cause. For a period of twelve (12) months after any termination and for the purpose of settling any dispute or defending any claim made against TAG, the Corporation shall provide access to TAG at all reasonable times and upon reasonable notice to all relevant contracts, records, files and other documents or information.
- c. TAG shall assist in the smooth transfer of management.
- d. In addition to the rights of the parties to terminate upon notice as hereinbefore set out, the Agreement shall terminate upon the happening of any of the following events:
  - i) The insolvency or bankruptcy of TAG, or upon TAG taking steps to wind up its business voluntarily or otherwise (including but without limiting the generality of the foregoing, if TAG has a petition for a receiving order filed against it; if the Manager makes a proposal in bankruptcy, if TAG makes an assignment of its property to the benefit of its creditors generally; or if a receiver or trustee is appointed to manage or investigate the affairs of TAG);  
or

- ii) The termination of the Corporation pursuant to the Act; or
  - iii) TAG is in breach of the terms of this Agreement after 10 days written notice to rectify such default has been provided to TAG, or fails to rectify any act or omission with respect to any fraud, intentional malfeasance, any criminal, illegal or dishonest act, breach of a provision of this Agreement, willful misconduct, breach of a duty as a trustee or agent of the Corporation or gross negligence on the part of TAG or any of its agents, employees or representatives within ten days after written notice to rectify such default has been provided to TAG, or if TAG fails to carry out any lawful written instructions given by the Board within ten working days of receipt of said written instruction, unless TAG advises the Board in writing that the instructions are unreasonable and a meeting between TAG and the Board takes place within five business days of receipt by TAG of said instruction to settle the matter.
- e. In the case of any dispute between the Corporation and the Manager during the term of this Agreement, and any extension, as to any matter arising under this Agreement, either party shall be entitled to give to the other party notice of the dispute and demand arbitration thereof and, the parties shall mutually agree upon the choice of a single arbitration within 10 days of the date of receipt of such notice. In the event the parties are unable to agree on the choice of an arbitrator, then either party may apply to the appropriate Judge or Court under the Provisions of the Arbitration Act, 1991 of Ontario, as amended for the appointment of a sole arbitrator. The proceedings before the arbitrator so chosen or appointed by the Judge or Court shall be governed by the provisions of the Arbitration Act, 1991 of Ontario, as amended and the decision of such arbitrator shall be final and binding on the parties hereto. The cost of the arbitration proceedings shall be borne equally by the parties hereto, unless otherwise provided by the Arbitrator.

2. UPON TERMINATION OF THIS AGREEMENT:

- Upon termination of this Agreement the Corporation shall pay to TAG any monies due to it up to the expiration date of the term and upon receipt of all monies due;
- a. TAG shall forthwith relinquish all signing authority of the Corporation's bank account and shall execute all necessary documents in recognition thereof as may be requested by the Corporation or the said bank, and shall as soon as possible thereafter render the final account to the Corporation;
  - b. TAG shall forthwith surrender to the Corporation all contracts, records, unit, files, bank accounts and other documents or information which may be pertinent to the continuing operation of the property both paper and electronic form, where available;
  - c. If it has not already done so, the Corporation shall assume the obligation of any and all contracts which TAG has properly made for the purpose of arranging the services

- to be provided pursuant to this Agreement except those related to the employees of TAG and to accounting services;
- d. TAG shall assist in the smooth transfer of Management of the Property to any new Property Manager in a professional manner; and
  - e. The Corporation shall provide the Manager with written notice duly signed by a majority of the members of the Board as conclusive evidence of lawful termination.

### XIII. NOTICES

Any notice required to be given by either party to the other shall be sufficiently given if delivered or mailed by prepaid registered post, addressed to the Corporation at the residence on the Property of its President or Vice-President from time to time holding office and to TAG MANAGEMENT at 1-5510 Mainway, Burlington, Ontario, L7L 6C4 and any such notice shall be conclusively deemed to have been given and received at the time of its personal delivery by one party to an Officer or Director of the other or in case of the Manager only to any person at the address of the Manager, or in the event of service by mail, on the next business day after the day of such mailing, provided that if normal mail service is disrupted by reasons of strikes, walk-outs, slow-downs or other irregularities, then so long as such disruptions exist, any notice required or permitted to be given hereunder shall be delivered personally or otherwise shall be deemed to be ineffective for all purposes hereof. Either party may by notice in writing to the other designate another address to which notices shall be addressed. The Corporation may also deliver any notice to TAG MANAGEMENT by fax at: (905) 333-0613, or by email at: mail@tagmanagement.ca or to such other address and fax number as TAG may notify the Corporation. Notwithstanding the aforementioned, such notice provisions as described in paragraph XII I(a) "Termination" shall not be deemed to have been delivered until the last calendar day of the applicable month as received.

### XIV. SUCCESSORS & ASSIGNS

This Agreement shall continue in full force and effect to the benefit of and be binding upon the respective successors and assigns of the parties hereto provided always that this contract may only be assigned with the express written consent of the Corporation.

### XV. GENERAL

1. TAG shall arrange, obtain and maintain a fidelity bond for and in respect of any of its employees or representatives dealing in any manner whatsoever with trust accounts or monies of the Corporation. The amount of the fidelity bond shall not be less than \$250,000.00 per occurrence with loss payable to the Corporation. TAG shall provide evidence of said bond prior to this Agreement becoming effective and annually thereafter as requested by the Corporation. The Corporation agrees that TAG shall be named as an insured party along with the Corporation and the fidelity bond shall not be terminable by either the insurer or the Corporation unless 10 days

prior notice of cancellation has been delivered by registered mail to the auditor of the Corporation, TAG and to the Board.

2. This Agreement shall constitute the entire Agreement between the parties hereto and no variance or modification thereof shall be valid and enforceable except by supplemental Agreement, in writing, executed and approved in the same manner as this Agreement.
3. If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions shall remain in full force and effect as if this Agreement has been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such parts hereof which might be declared invalid.
4. Mutual Non-Solicitation of Employees. During the term of this Agreement, and for a period of one year after termination, neither Party shall hire or offer to hire or assist affiliates or third parties to hire or offer to hire any employee of the other Party, or any person who was an employee of either Party during the previous twelve months prior to the termination of the Agreement, unless otherwise agreed to by the other Party in writing.

#### **XVI. INDEMNIFICATION SURVIVES TERMINATION**

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Corporation to have insured or to defend, reimburse, or indemnify TAG, and all provisions of this Agreement that require TAG to have insured or to defend, reimburse or indemnify the Corporation, shall survive termination of this Agreement.

#### **XVII. FIDUCIARY RELATIONSHIPS**

TAG shall not engage any parent or subsidiary corporation affiliated or otherwise connected with it (hereinafter called the "Affiliate") to perform any work or services for the Corporation within the scope of Manager's duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, provided the Board may in its discretion, upon prior written notice, authorize TAG to engage such an Affiliate Corporation and TAG has obtained at least two additional quotations from other competent suppliers or contactors who are not affiliates of TAG and the Board has approved the work or services to be performed by TAG's Affiliate.

#### **XVIII. CONFIDENTIAL INFORMATION**

1. In performing the services under this Agreement, TAG may be exposed to and may be required to use certain Confidential Information of the Corporation.

TAG shall not use, directly or indirectly, such Confidential Information for the benefit of any other party other than the Corporation, or disclose, permit access to, transfer, copy or reproduce, directly or indirectly, except as may be reasonably necessary for TAG to fulfill its obligations required by this Agreement, such Confidential Information without the prior written authorization of the Corporation or its authorized representative, either during or after the term of this Agreement.

2. For the purpose of this Agreement, "Confidential Information", includes, without limitation:
  - (i) any information provided by the Corporation to TAG in connection with the negotiation or performance of this Agreement, including, without limitation, all matters relating to unit owners or employees, agents and representatives of the Corporation;
  - (ii) all "Personal Information" as that term is defined in the Personal Information Protection and Electronic Documents Act (Canada) and the regulations thereunder, as amended; and
  - (iii) any of the terms and conditions of this Agreement and any information in any form which TAG acquires or becomes acquainted with, whether developed by TAG or by any third party in connection with the Agreement.

Notwithstanding the foregoing, Confidential Information does not include information which is in the public domain at the time of its disclosure or which thereafter enters the public domain otherwise than by any breach of this Agreement.

Upon the request of the Corporation, or upon the termination or expiration of this Agreement, TAG shall return forthwith to the Corporation all Confidential Information without retaining any copies thereof.

#### **XIX. MANAGER'S REPRESENTATIONS**

TAG represents warrants and agrees, without exception, that:

- (i) it has the corporate power and authority to enter into this Agreement and perform its obligations hereunder, and that this Agreement constitutes the legal, valid and binding obligation of TAG enforceable against TAG in accordance with its terms;
- (ii) TAG has the necessary experience and qualifications to perform the services required pursuant to this Agreement;
- (iii) none of the services or any part of this Agreement is or will be inconsistent with any obligation TAG may have to any third party.

TAG acknowledges that the Corporation has relied on these representations and warranties as a condition of entering into this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals, attested by the hands of their respective Officers duly authorized by the Corporation this 5th day of May, 2017

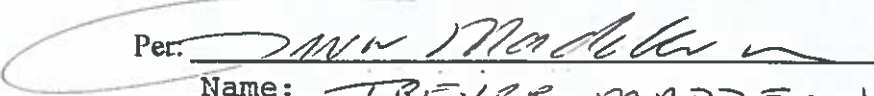
HALTON STANDARD CONDOMINIUM CORPORATION No. 669

Per:   
Muhammad Ahsan-President

Per:   
Phuong Nguyen-Secretary

We have authority to bind the Corporation.

ACTIVE MANAGEMENT (Ontario) LTD.  
Carrying on business as TAG MANAGEMENT

Per:   
Name: TREVOR MADDEN  
Position: PRESIDENT