

GO.2 CONDOMINIUMS IN MAPLE
100 Eagle Rock Way, Vaughan, Ontario

Disclosure Statement Amendment

Dated: August 19, 2019

This is a further amendment to the disclosure statement dated May 5, 2017, as amended on June 28, 2018 (collectively the "Disclosure Statement") by CHELSEA MAPLE RESIDENCES (PHASE II) INC., the declarant (the "Declarant") of the condominium project marketed as Go.2 Condominiums in Maple, in the City of Vaughan, Ontario. Any capitalized terms not defined herein shall have the meanings ascribed thereto in the Disclosure Statement. The Disclosure Statement is hereby amended as follows:

1. The boundaries of this Condominium have been amended and certain parking spaces at grade level will not form part of this Corporation.
2. The Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit have been amended.
3. The following agreement is an additional agreement required to be described under section 72(3)(n) of the Act:

(f) Eddy Building Solutions Intelligent Leak Detection Remote Monitors

Eddy building solutions intelligent leak detection remote monitors (the "Eddy Monitors") will be installed in certain locations, as determined by the Declarant or Eddy Home Inc. (hereinafter referred to as "Eddy Home"), in the residential dwelling units to monitor leakage of certain water pipes, as determined by the Declarant or Eddy Home, within the residential dwelling units. The Corporation will be required to enter into an agreement with Eddy Home with respect to the monitoring of such Eddy Monitors by Eddy Home (the "Water Leakage Detection Agreement"). During the term of the said Water Leakage Detection Agreement, all amounts or rates payable to Eddy Home for such monitoring of the Eddy Monitors shall comprise part of the common expenses of the Condominium, shall correspondingly be reflected in the Condominium's annual budget(s), and shall be allocated equally amongst all residential dwelling units regardless of such residential dwelling units' percentage contribution to common expenses set out in the column in Schedule D to the Declaration entitled "% Contribution to Common Expenses". Such equal percentage contribution by the residential dwelling unit owners to the costs of the Water Leakage Detection Agreement may be reflected in the column in Schedule D to the Declaration entitled "% Contribution to Eddy System. Said Water Leakage Detection Agreement will contain terms and conditions as are required by the Declarant and/or Eddy Home including, without limitation, terms and conditions regarding the term of the agreement, costs and fees with respect to the monitoring of the Eddy Monitors, fees payable if the Water Leakage Detection Agreement is terminated, covenants on the Corporation to grant a licence over common element areas of the Condominium and to maintain a certain level of insurance, clauses which require the Corporation to indemnify Eddy Home for damages that Eddy Home suffers or incurs arising out of or resulting from the Corporation's breach of the Water Leakage Detection Agreement and damage to the water leakage detection system.

The Declarant does not represent or warrant any aspect of any monitoring provided by Eddy Home nor any aspect of the Water Leakage Detection Agreement, including, without limitation, the quality of the monitoring to be provided and the effectiveness of the Eddy Monitors, it being expressly understood that the purchasers have fully satisfied themselves in respect therewith. In no event shall the Corporation, the unit owners in the Condominium or the purchasers have any claim whatsoever against the Declarant in respect of any monitoring provided by Eddy Home or the Water Leakage Detection Agreement or any matter related, directly or indirectly, thereto.

Purchasers are advised to refer to the proposed Exhibit "B" to By-Law No.5 attached hereto as Schedule XIII for further details as to the terms and provisions of the Water Leakage Detection Agreement.

4. The following section is inserted into the Declaration as Section 39:

"Section 39 – Warning Clauses

- (a) Purchasers and/or tenants are advised that despite the inclusion of noise control features within the Maple GO Station Secondary Plan area and within the dwelling units, sound from increasing road and rail traffic may continue to be of concern and may occasionally interfere with some activities of the dwelling occupants, as the outdoor traffic sound levels may exceed the noise criteria of the municipality and the Ministry of Environment and Climate Change ("MOECC").

- (b) This dwelling unit has been supplied with a central air conditioning system which allows windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the noise criteria of the Municipality and the Ministry of the Environment and Climate Change ("MOECC").
- (c) This dwelling unit has been fitted with a forced air heating system and the ducting etc., was sized to accommodate central air conditioning. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the criteria of the Municipality and the Ministry of the Environment and Climate Change ("MOECC"). (Note: The location an installation of the outdoor air conditioning device should minimize the noise impacts from the unit and comply with the criteria of MOECC publication NPC-216, Residential Air Conditioning Devices).
- (d) Purchasers/tenants are advised that due to the proximity of the adjacent commercial facilities, noise from the commercial facilities may at times be audible.
- (e) Purchasers and/or tenants are to be advised that the public pedestrian linkage shall be free and uninterrupted and unobstructed right in perpetuity as described on a future deposited reference plan.
- (f) The Owner/Condominium Corporation shall agree not to build or cause to be built any building, fence or other obstruction over the public pedestrian linkage.
- (g) The Owner shall agree to carry out any construction, maintenance or repairs of the public pedestrian access or related structures/ appurtenances, or use of the access area in a good safe, accessible and workmanlike manner in accordance with City of Vaughan Standards and By-laws and shall remove all debris with respect to any such construction, repair and/or maintenance of the public access or related structures / appurtenances and shall complete same as soon as and as quickly as reasonably practicable.
- (h) The Owner shall fully indemnify and save harmless the City in respect to any and all claims for damages, injury, or loss of any nature caused to any person or property resulting in any way either directly or indirectly from using the pedestrian access or related works caused by the negligence of its own agents or employees to the property.
- (i) Purchasers and/or tenants are to be advised that Canadian National Railway or its successors or assigns, have an operating right-of-way within 300 m from the land subject hereof and there may be alterations to the right-of-way including the possibility that the Railway may expand its operations, which expansion may affect the living environment of the residents notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the subdivision and individual units, and that the Railway will not be responsible for complaints or claims arising from use of its facilities and/or operations.
- (j) Purchasers and/or tenants are to be advised that the lot abuts a GO Transit parking lot of which noise and lighting may be of concern due to the nature of the parking lot operation.
- (k) Purchasers and/or tenants are advised that the cul-de-sac at the west terminus of Eagle Rock Way may be reconstructed in the future to facilitate the on-street bus loop without further notice.
- (l) Purchasers and/or tenants are advised that GO Transit is proposing a future structured parking lot expansion which noise and lighting may be of concern due to the nature of the parking lot operation.
- (m) Warning: Metrolinx, carrying on business as GO Transit, and its assigns and successors in interest are the Owners of lands within 300 m from the land which is the subject hereof. In addition to the current use of the lands owned by Metrolinx, there may be alterations to or expansions of the rail and other facilities on such lands in the future including the possibility that GO Transit or any railway entering into an agreement with GO Transit to use the Metrolinx lands or Metrolinx and their respective assigns or successors as aforesaid may expand their operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwellings. Metrolinx will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under its lands.
- (n) The Owner shall grant Metrolinx an environmental easement for operational emissions, registered on title against the subject residential dwellings in favour of Metrolinx."

The foregoing amendments to the condominium project have resulted in some amendments to the Disclosure Statement, and accordingly, the Disclosure Statement should be read in contemplation of such amendments. Attached hereto are the following replacement pages to the following components of the Disclosure Statement:

	Disclosure Statement Document	Delete the Following in the Disclosure Statement	Replace with the Following Attached Material
1.	Schedule I - Declaration	Schedule "D" of the Declaration - 9 Pages in the Disclosure Statement Amendment dated June 28, 2018 (schedule to the Declaration)	Schedule "D" of the Declaration - 6 Pages attached (schedule to the Declaration)
2.	Schedule VII - Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit	Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit - 23 Pages in the Disclosure Statement Amendment dated June 28, 2018	Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit - 22 Pages attached
3.	Schedule IX – Sketch of Site – Level 1 only	Schedule IX – Sketch of Site – Level 1 only – 1 Page in the Disclosure Statement dated May 5, 2017	Schedule IX – Sketch of Site – Level 1 only – 1 Page attached
4.	NEW: Schedule XIII – A copy of the Corporation's proposed By-Law No. 5	N/A	A copy of the Corporation's proposed By-Law No. 5 – 23 Pages attached

GO.2**SCHEDULE 'D'****PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO EDDY SYSTEM</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
1	1	0.3206	0.4777	0.5447
2	1	0.3206	0.4818	0.6790
3	1	0.3206	0.4039	0.4162
4	1	0.3206	0.4039	0.4162
5	1	0.3206	0.4039	0.4162
1	2	0.3206	0.2303	0.2225
2	2	0.3206	0.3514	0.3395
3	2	0.3206	0.3395	0.3280
4	2	0.3206	0.4188	0.4316
5	2	0.3206	0.3355	0.3242
6	2	0.3206	0.2422	0.2340
7	2	0.3206	0.2422	0.2340
8	2	0.3206	0.3514	0.3395
9	2	0.3206	0.2879	0.2781
10	2	0.3206	0.2422	0.2340
11	2	0.3206	0.2422	0.2340
12	2	0.3206	0.2640	0.2551
13	2	0.3206	0.2303	0.2225
14	2	0.3206	0.4262	0.4392
15	2	0.3206	0.3454	0.3337
16	2	0.3206	0.3514	0.3395
17	2	0.3206	0.2422	0.2340
18	2	0.3206	0.2422	0.2340
19	2	0.3206	0.3547	0.3587
20	2	0.3206	0.4150	0.4277
21	2	0.3206	0.3534	0.3414
22	2	0.3206	0.2362	0.2283
23	2	0.3206	0.2362	0.2283
24	2	0.3206	0.2362	0.2283
25	2	0.3206	0.2362	0.2283
26	2	0.3206	0.2343	0.2263
27	2	0.3206	0.2303	0.2225
28	2	0.3206	0.2640	0.2551
29	2	0.3206	0.2362	0.2283
30	2	0.3206	0.3534	0.3414
1	3	0.3206	0.2303	0.2225
2	3	0.3206	0.3514	0.3395
3	3	0.3206	0.3395	0.3280
4	3	0.3206	0.4188	0.4316
5	3	0.3206	0.3355	0.3242
6	3	0.3205	0.2422	0.2340
7	3	0.3205	0.2422	0.2340
8	3	0.3205	0.3514	0.3395
9	3	0.3205	0.2879	0.2781
10	3	0.3205	0.2422	0.2340
11	3	0.3205	0.2422	0.2340
12	3	0.3205	0.2640	0.2551
13	3	0.3205	0.2303	0.2225
14	3	0.3205	0.4262	0.4392
15	3	0.3205	0.3454	0.3337
16	3	0.3205	0.3514	0.3395
17	3	0.3205	0.2422	0.2340
18	3	0.3205	0.2422	0.2340
19	3	0.3205	0.3547	0.3587
20	3	0.3205	0.4150	0.4277

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SCHEDULE ' D '

**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO EDDY SYSTEM</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
21	3	0.3205	0.3534	0.3414
22	3	0.3205	0.2362	0.2283
23	3	0.3205	0.2362	0.2283
24	3	0.3205	0.2362	0.2283
25	3	0.3205	0.2362	0.2283
26	3	0.3205	0.2343	0.2263
27	3	0.3205	0.2303	0.2225
28	3	0.3205	0.2640	0.2551
29	3	0.3205	0.2362	0.2283
30	3	0.3205	0.3534	0.3414
1	4	0.3205	0.2303	0.2225
2	4	0.3205	0.3514	0.3395
3	4	0.3205	0.2303	0.2225
4	4	0.3205	0.4660	0.5313
5	4	0.3205	0.4794	0.5582
6	4	0.3205	0.2422	0.2340
7	4	0.3205	0.3514	0.3395
8	4	0.3205	0.2879	0.2781
9	4	0.3205	0.2422	0.2340
10	4	0.3205	0.2422	0.2340
11	4	0.3205	0.2362	0.2283
12	4	0.3205	0.3216	0.3107
13	4	0.3205	0.2362	0.2283
14	4	0.3205	0.2323	0.2244
15	4	0.3205	0.2323	0.2244
16	4	0.3205	0.3454	0.3337
17	4	0.3205	0.3514	0.3395
18	4	0.3205	0.2422	0.2340
19	4	0.3205	0.2422	0.2340
20	4	0.3205	0.3547	0.3587
21	4	0.3205	0.4710	0.5371
22	4	0.3205	0.2362	0.2283
23	4	0.3205	0.2362	0.2283
24	4	0.3205	0.2362	0.2283
25	4	0.3205	0.2362	0.2283
26	4	0.3205	0.2362	0.2283
27	4	0.3205	0.2362	0.2283
28	4	0.3205	0.2362	0.2283
29	4	0.3205	0.3216	0.3107
30	4	0.3205	0.2362	0.2283
31	4	0.3205	0.2362	0.2283
32	4	0.3205	0.3534	0.3414
1	5	0.3205	0.2303	0.2225
2	5	0.3205	0.3514	0.3395
3	5	0.3205	0.2303	0.2225
4	5	0.3205	0.4660	0.5313
5	5	0.3205	0.4794	0.5582
6	5	0.3205	0.2422	0.2340
7	5	0.3205	0.3514	0.3395
8	5	0.3205	0.2879	0.2781
9	5	0.3205	0.2422	0.2340
10	5	0.3205	0.2422	0.2340
11	5	0.3205	0.2362	0.2283
12	5	0.3205	0.3216	0.3107
13	5	0.3205	0.2362	0.2283
14	5	0.3205	0.2323	0.2244

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SCHEDULE ' D '

**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO EDDY SYSTEM</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
15	5	0.3205	0.2323	0.2244
16	5	0.3205	0.3454	0.3337
17	5	0.3205	0.3514	0.3395
18	5	0.3205	0.2422	0.2340
19	5	0.3205	0.2422	0.2340
20	5	0.3205	0.3547	0.3587
21	5	0.3205	0.4710	0.5371
22	5	0.3205	0.2362	0.2283
23	5	0.3205	0.2362	0.2283
24	5	0.3205	0.2362	0.2283
25	5	0.3205	0.2362	0.2283
26	5	0.3205	0.2362	0.2283
27	5	0.3205	0.2362	0.2283
28	5	0.3205	0.2362	0.2283
29	5	0.3205	0.3216	0.3107
30	5	0.3205	0.2362	0.2283
31	5	0.3205	0.2362	0.2283
32	5	0.3205	0.3534	0.3414
1	6	0.3205	0.2303	0.2225
2	6	0.3205	0.3514	0.3395
3	6	0.3205	0.2303	0.2225
4	6	0.3205	0.4660	0.5313
5	6	0.3205	0.4794	0.5582
6	6	0.3205	0.2422	0.2340
7	6	0.3205	0.3514	0.3395
8	6	0.3205	0.2879	0.2781
9	6	0.3205	0.2422	0.2340
10	6	0.3205	0.2422	0.2340
11	6	0.3205	0.2362	0.2283
12	6	0.3205	0.3216	0.3107
13	6	0.3205	0.2362	0.2283
14	6	0.3205	0.2323	0.2244
15	6	0.3205	0.2323	0.2244
16	6	0.3205	0.3454	0.3337
17	6	0.3205	0.3514	0.3395
18	6	0.3205	0.2422	0.2340
19	6	0.3205	0.2422	0.2340
20	6	0.3205	0.3547	0.3587
21	6	0.3205	0.4710	0.5371
22	6	0.3205	0.2362	0.2283
23	6	0.3205	0.2362	0.2283
24	6	0.3205	0.2362	0.2283
25	6	0.3205	0.2362	0.2283
26	6	0.3205	0.2362	0.2283
27	6	0.3205	0.2362	0.2283
28	6	0.3205	0.2362	0.2283
29	6	0.3205	0.3216	0.3107
30	6	0.3205	0.2362	0.2283
31	6	0.3205	0.2362	0.2283
32	6	0.3205	0.3534	0.3414
1	7	0.3205	0.2303	0.2225
2	7	0.3205	0.3514	0.3395
3	7	0.3205	0.2303	0.2225
4	7	0.3205	0.4660	0.5313
5	7	0.3205	0.4794	0.5582
6	7	0.3205	0.2422	0.2340

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SCHEDULE ' D '

**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO EDDY SYSTEM</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
7	7	0.3205	0.3514	0.3395
8	7	0.3205	0.2879	0.2781
9	7	0.3205	0.2422	0.2340
10	7	0.3205	0.2422	0.2340
11	7	0.3205	0.2362	0.2283
12	7	0.3205	0.3216	0.3107
13	7	0.3205	0.2362	0.2283
14	7	0.3205	0.2323	0.2244
15	7	0.3205	0.2323	0.2244
16	7	0.3205	0.3454	0.3337
17	7	0.3205	0.3514	0.3395
18	7	0.3205	0.2422	0.2340
19	7	0.3205	0.2422	0.2340
20	7	0.3205	0.3547	0.3587
21	7	0.3205	0.4710	0.5371
22	7	0.3205	0.2362	0.2283
23	7	0.3205	0.2362	0.2283
24	7	0.3205	0.2362	0.2283
25	7	0.3205	0.2362	0.2283
26	7	0.3205	0.2362	0.2283
27	7	0.3205	0.2362	0.2283
28	7	0.3205	0.2362	0.2283
29	7	0.3205	0.3216	0.3107
30	7	0.3205	0.2362	0.2283
31	7	0.3205	0.2362	0.2283
32	7	0.3205	0.3534	0.3414
1	8	0.3205	0.2303	0.2225
2	8	0.3205	0.3514	0.3395
3	8	0.3205	0.2303	0.2225
4	8	0.3205	0.4660	0.5313
5	8	0.3205	0.4794	0.5582
6	8	0.3205	0.2422	0.2340
7	8	0.3205	0.3514	0.3395
8	8	0.3205	0.2879	0.2781
9	8	0.3205	0.2422	0.2340
10	8	0.3205	0.2422	0.2340
11	8	0.3205	0.2362	0.2283
12	8	0.3205	0.3216	0.3107
13	8	0.3205	0.2362	0.2283
14	8	0.3205	0.2025	0.1956
15	8	0.3205	0.2025	0.1956
16	8	0.3205	0.3454	0.3337
17	8	0.3205	0.3514	0.3395
18	8	0.3205	0.2422	0.2340
19	8	0.3205	0.2422	0.2340
20	8	0.3205	0.3547	0.3587
21	8	0.3205	0.4710	0.5371
22	8	0.3205	0.2362	0.2283
23	8	0.3205	0.2362	0.2283
24	8	0.3205	0.2362	0.2283
25	8	0.3205	0.2362	0.2283
26	8	0.3205	0.2362	0.2283
27	8	0.3205	0.2362	0.2283
28	8	0.3205	0.2362	0.2283
29	8	0.3205	0.3216	0.3107
30	8	0.3205	0.2362	0.2283
31	8	0.3205	0.2362	0.2283

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SCHEDULE ' D '

**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO EDDY SYSTEM</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>
32	8	0.3205	0.3534	0.3414
1	9	0.3205	0.2303	0.2225
2	9	0.3205	0.3514	0.3395
3	9	0.3205	0.2303	0.2225
4	9	0.3205	0.4660	0.5313
5	9	0.3205	0.4794	0.5582
6	9	0.3205	0.2422	0.2340
7	9	0.3205	0.3514	0.3395
8	9	0.3205	0.2879	0.2781
9	9	0.3205	0.2422	0.2340
10	9	0.3205	0.2422	0.2340
11	9	0.3205	0.2362	0.2283
12	9	0.3205	0.3216	0.3107
13	9	0.3205	0.2362	0.2283
14	9	0.3205	0.2025	0.1956
15	9	0.3205	0.2025	0.1956
16	9	0.3205	0.3454	0.3337
17	9	0.3205	0.3514	0.3395
18	9	0.3205	0.2124	0.2052
19	9	0.3205	0.2124	0.2052
20	9	0.3205	0.3547	0.3587
21	9	0.3205	0.4424	0.5045
22	9	0.3205	0.2362	0.2283
23	9	0.3205	0.2362	0.2283
24	9	0.3205	0.2362	0.2283
25	9	0.3205	0.2362	0.2283
26	9	0.3205	0.2362	0.2283
27	9	0.3205	0.2362	0.2283
28	9	0.3205	0.2362	0.2283
29	9	0.3205	0.3216	0.3107
30	9	0.3205	0.2362	0.2283
31	9	0.3205	0.2362	0.2283
32	9	0.3205	0.3534	0.3414
1	10	0.3205	0.2303	0.2225
2	10	0.3205	0.3514	0.3395
3	10	0.3205	0.2303	0.2225
4	10	0.3205	0.4660	0.5313
5	10	0.3205	0.4794	0.5582
6	10	0.3205	0.2422	0.2340
7	10	0.3205	0.3514	0.3395
8	10	0.3205	0.2879	0.2781
9	10	0.3205	0.2124	0.2052
10	10	0.3205	0.2124	0.2052
11	10	0.3205	0.2362	0.2283
12	10	0.3205	0.3216	0.3107
13	10	0.3205	0.2362	0.2283
14	10	0.3205	0.2025	0.1956
15	10	0.3205	0.2025	0.1956
16	10	0.3205	0.3454	0.3337
17	10	0.3205	0.3514	0.3395
18	10	0.3205	0.2124	0.2052
19	10	0.3205	0.2124	0.2052
20	10	0.3205	0.3547	0.3587
21	10	0.3205	0.4424	0.5045
22	10	0.3205	0.2362	0.2283
23	10	0.3205	0.2362	0.2283

GO.2

SCHEDULE ' D '

**PERCENTAGE CONTRIBUTION TO COMMON EXPENSES AND PERCENTAGE
INTEREST IN COMMON ELEMENTS BY UNIT AND LEVEL NUMBER**

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>% CONTRIBUTION TO EDDY SYSTEM</u>	<u>% CONTRIBUTION TO COMMON EXPENSES</u>	<u>% INTEREST IN COMMON ELEMENTS</u>	
24	10	0.3205	0.2362	0.2283	
25	10	0.3205	0.2362	0.2283	
26	10	0.3205	0.2362	0.2283	
27	10	0.3205	0.2362	0.2283	
28	10	0.3205	0.2362	0.2283	
29	10	0.3205	0.3216	0.3107	
30	10	0.3205	0.2362	0.2283	
31	10	0.3205	0.2362	0.2283	
32	10	0.3205	0.3534	0.3414	
1	11	0.3205	0.2303	0.2225	
2	11	0.3205	0.3514	0.3395	
3	11	0.3205	0.2303	0.2225	
4	11	0.3205	0.4577	0.5006	
5	11	0.3205	0.4643	0.5294	
6	11	0.3205	0.2124	0.2052	
7	11	0.3205	0.3514	0.3395	
8	11	0.3205	0.2879	0.2781	
9	11	0.3205	0.2124	0.2052	
10	11	0.3205	0.4318	0.4450	
11	11	0.3205	0.4560	0.4699	
12	11	0.3205	0.3534	0.3414	
1	12	0.3205	0.2303	0.2225	
2	12	0.3205	0.3514	0.3395	
3	12	0.3205	0.5144	0.7251	
4	12	0.3205	0.4643	0.5294	
5	12	0.3205	0.2124	0.2052	
6	12	0.3205	0.3514	0.3395	
7	12	0.3205	0.2879	0.2781	
8	12	0.3205	0.2124	0.2052	
9	12	0.3205	0.4336	0.4469	
10	12	0.3205	0.4676	0.5332	
11	12	0.3205	0.3534	0.3414	
TOTAL RESIDENTIAL PERCENTAGE		100.0000	91.5448	91.5448	
PARKING UNITS (0.0271 EACH)					
312	Parking Units	A, B & C	0.00	8.4552	8.4552
TOTAL PERCENTAGE		100.0000	100.0000	100.0000	

SCHEDULE VII

GO.2 CONDOMINIUMS IN MAPLE

BUDGET STATEMENT

GO.2 CONDOMINIUMS IN MAPLE

**BUDGET STATEMENT FOR THE COMMON EXPENSES FOR THE YEAR
FOLLOWING REGISTRATION OF THE DECLARATION AND DESCRIPTION OF
GO.2 CONDOMINIUMS IN MAPLE
100 & 110 EAGLE ROCKWAY, VAUGHAN, ONTARIO**

I REVENUE

Common Charges	\$1,759,517	
Interest Income	<u>1,683</u>	
TOTAL REVENUE		\$1,761,200

II OPERATING EXPENDITURES

A. UTILITIES

Hydro	307,300	
Water Sewage	148,000	
Gas	<u>156,000</u>	
TOTAL UTILITIES		611,300

B. REPAIRS AND MAINTENANCE

Windows	1,000	
Electrical	1,000	
Plumbing	2,000	
Painting / Common Element Maintenance	1,500	
Garage Door / Gate Arm	2,000	
Carpets	5,000	
Locks and Doors	1,500	
Fire Safety	3,500	
Security Access Equipment	2,000	
Mechanical	1,500	
Amenities and Recreation Expense	3,000	
Miscellaneous	<u>1,000</u>	
TOTAL REPAIRS AND MAINTENANCE		25,000

C. SERVICE CONTRACTS

Pest Control	1,500	
Window Washing	9,000	
Garage Power Washing	7,800	
Elevators	26,000	
Property Management	134,000	
Landscaping	7,000	
Telephone / Enterphone	6,000	
Tractor Lease	7,000	
Waste Removal	25,000	
Housekeeping	98,700	
HVAC - Preventative Maintenance	32,000	
HVAC - Fan Coil Maintenance	<u>9,000</u>	
TOTAL SERVICE CONTRACTS		363,000

D. STAFF

Superintendent	52,000	
Employee Benefits	<u>8,000</u>	
TOTAL STAFF		60,000

E.	<u>SUPPLIES</u>		
	Lighting Supplies	\$3,000	
	Cleaning Supplies	4,000	
	Maintenance Supplies	2,000	
	Small Tools / Equipment	1,500	
	Landscaping / Non Contract	1,000	
	Miscellaneous	<u>2,000</u>	
	TOTAL SUPPLIES		\$13,500
F.	<u>INSURANCE</u>		38,000
G.	<u>GENERAL AND ADMINISTRATIVE</u>		
	General Meetings	4,009	
	Office Supplies / Equipment	5,000	
	Bank Charges	1,000	
	Legal Fees	1,500	
	Audit Fees	6,000	
	Condominium Administrative Fee (CAO)	3,774	
	Internet Web Page Maintenance / Administration	<u>6,100</u>	
	TOTAL GENERAL AND ADMINISTRATIVE		27,383
H.	<u>PERFORMANCE AUDIT</u>		28,000
I.	<u>EASEMENT AND COST SHARING AGREEMENT</u>		
	<u>SHARED FACILITES OPERATING EXPENSES</u>		
	<u>SHARED WITH OWNER(S) OF COMMERCIAL</u>		
	<u>AND ADJACENT LANDS (SCHEDULE 1)</u>		293,900
	TOTAL OPERATING EXPENSES		1,460,083
J.	<u>CONTRIBUTION TO RESERVE FUND</u>		
	Reserve Fund Provision	211,000	
	Reserve Fund Study Provision	<u>7,000</u>	
	TOTAL RESERVE FUND CONTRIBUTION		218,000
K.	EDDY WATER SYSTEM		83,117
	TOTAL EXPENDITURES		\$1,761,200

GO.2 CONDOMINIUMS IN MAPLE

BUDGET NOTES

I INDIVIDUAL UNIT ASSESSMENT

The monthly common expense for each unit is determined by dividing each of: (i) the total budgeted Eddy Water System charges attributed to the Property (\$83,117) and, (ii) the total of all Other budgeted common expense charges attributed to the Property (\$1,676,400) by twelve (12) to determine the monthly assessment. The monthly Eddy Water System amount is then multiplied by the unit's percentage contribution to the Eddy System, as shown in Schedule "D" of the proposed Declaration attributed to the Eddy Water System charges. The monthly amount of all Other budgeted expenses is then multiplied by each unit's percentage contribution to the Common Expenses, as shown in Schedule "D" of the proposed Declaration attributed to all Other budgeted expenses. The sum total of all amounts are added together to find the total monthly individual common charge.

1. **Total Monthly Common Expenses**

$$\$1,759,517 \div 12 = \$146,626.42$$

2. **Monthly Individual Common Expense**

The individual unit monthly common charge for the Eddy Water System is determined by multiplying the total monthly charge for the Eddy Water System (\$6,926.40) by the percentage contribution to the Eddy Water System for each unit in Schedule "D" of the proposed Declaration attributed to the Eddy Water System charges. The individual unit monthly common expense for all Other budgeted expenses is determined by multiplying the total of all Other monthly budgeted expenses (\$139,700) by the percentage contribution to Common Expense for each unit in Schedule "D" of the proposed declaration attributable to the Other Budgeted expenses. A schedule of monthly common charges for the Eddy Water System and a schedule of monthly common expenses for each residential unit and parking unit is attached to this budget statement. Parking spaces are treated as individual units. The monthly assessment payable by any owner is equal to the combined sum of the monthly common charge assigned to each residential unit for the Eddy Water System plus the monthly common expense assigned to each residential unit and parking unit purchased or assigned on the attached Schedule of Monthly Common Charges.

II OPERATING EXPENSES (\$1,460,083)

A. **UTILITIES (\$611,300)**

1. **Hydro (\$307,300)**

The budget is based on comparable property requirements and the current rates of supply per kilowatt hour (10.3 cents) excluding administrative/distribution charges escalated by 9% and compounded annually for the common elements. Each residential dwelling unit will be separately metered or check metered and the cost of consumption for the unit will be the responsibility of the individual unit owner. Should the rates for hydro delivered to the condominium, at time of registration be greater than 12.2 cents per kilowatt hour or the transmission, distribution, market operations charges, debt reduction charge, or customer charge have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

2. **Water Sewage** (\$148,000)

The budget is based on comparable property requirements and the current rates of \$3.45 per cubic meter have been escalated by 9% and compounded annually. The budget includes water and sewage charges for the common areas and the residential dwelling units on a bulk billing basis. Should the rates for water at time of registration be greater than \$4.10 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

3. **Gas** (\$156,000)

The budget is based on comparable property requirements and the current rate of 23.5 cents per cubic meter and administrative/distribution charges have been escalated by 3% and compounded annually. The budget includes natural gas costs for the common areas and the residential dwelling units to be billed on a bulk basis. This includes all water heated by natural gas for the fan coil units in each individual residential dwelling unit, all domestic hot water used within the building and the corridor fresh air systems. Should the rates for gas at time of registration be greater than 25.6 cents per cubic meter, or administrative/distribution, transportation charges have increased from current charges, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

B. REPAIRS AND MAINTENANCE (\$25,000)

This grouping of accounts pays for repairs and maintenance to the common elements of the Condominium Corporation as required by outside contractors.

1. **Windows** (\$1,000)

This account pays for costs associated with any repairs to common area windows and of units that are not covered by the Condominium Corporation's policies of insurance nor the warranties on windows.

2. **Electrical** (\$1,000)

Miscellaneous electrical repairs and maintenance to common area electrical systems and the cost of any infra-red scanning of transformers, bus ducts or electrical panels as part of a planned preventative maintenance program.

3. **Plumbing** (\$2,000)

Repairs by outside trades to common area domestic hot water or plumbing systems in the building and cleaning of drains that may be required.

4. **Painting / Common Element Maintenance** (\$1,500)

Painting and drywall repairs and maintenance to the common areas of the building including repairs after damage not covered by policies of insurance.

5. **Garage Door / Gate Arm** (\$2,000)

Costs associated with repairs and maintenance of the garage doors and or gate arms servicing the condominium corporation separating visitor and resident parking.

6. **Carpets** (\$5,000)

Costs associated with one full professional cleaning of the common area carpets, elevator mats, entrance mats and miscellaneous spot cleaning and repairs as may be required. Also provided for is a provision for the monthly leasing of carpet runners.

7. **Locks and Doors** (\$1,500)

Repairs to common area locks, door closures, door frames and access systems and any re-keying of doors that may be required.

8. **Fire Safety** (\$3,500)

This account is for the repairs and maintenance of fire bells, pull stations, the fire alarm panel, voice communication systems, heat detectors, fire hoses, extinguishers, sprinkler flow switches and fire pumps specific to the condominium corporation only. Also included is a provision for the monthly testing of the fire systems.

9. **Security Access Equipment** (\$2,000)

This account represents a provision for the repairs and maintenance of the common area CCTV equipment and other security equipment. Also included is a cost to provide remotes required by owners for building access system.

10. **Mechanical** (\$1,500)

This account is for the miscellaneous repairs to the common area mechanical systems not covered by any contract.

11. **Amenities and Recreation Expense** (\$3,000)

The estimated cost associated with maintaining, cleaning and servicing the amenities as more particularly described in the Disclosure Statement.

12. **Miscellaneous** (\$1,000)

Miscellaneous repairs to other mechanical systems and common elements including such items as intercom system, brickwork, and other items not described in this grouping of expenses.

C. SERVICE CONTRACTS (\$363,000)

1. **Pest Control** (\$1,500)

Costs for the monthly servicing of the common areas and for servicing units on an as required basis.

2. **Window Washing** (\$9,000)

Estimated costs for the cleaning of all windows not accessible by staff or residents at a frequency of once per year. Included as well is the cost of the annual roof anchor inspection.

3. **Garage Power Washing** (\$7,800)

Estimated cost for annual cleaning of garage at a frequency of once per year.

4. **Elevators** (\$26,000)

Annual costs associated with the repair and maintenance of the elevators of the Condominium Corporation according to government requirements. The elevator maintenance contract will be a full service and parts agreement with the original installer of the elevators. Provisions have also been made for licenses and government inspections.

5. **Property Management (\$134,000)**

The Declarant proposes to enter into a Management Agreement with Crossbridge Condominium Services Ltd. to provide property management services.

6. **Landscaping (\$7,000)**

The estimated cost to maintain the common area landscaping specific to the Condominium Corporation.

7. **Telephone / Enterphone (\$6,000)**

Costs associated with the telephones in the management office, the concierge desk, fire panel, elevators and utility meters. The cost to purchase and maintain two way radios for use between management and building staff has also been accounted for.

8. **Tractor Lease (\$7,000)**

An estimate of the cost of leasing a tractor to be used for moving garbage bins from the garage to the garbage pick up area at grade level. Included as well is a provision for annual maintenance of tractor.

9. **Waste Removal (\$25,000)**

The estimated cost to remove household waste, organic waste and recyclables using a private contractor.

10. **Housekeeping (\$98,700)**

To supply contract cleaners on the basis of 86 hours per week, 52 weeks per year at a maximum rate of \$22.00 per hour including holiday pay and HST.

11. **HVAC - Preventive Maintenance (\$32,000)**

The estimated cost for a maintenance and inspection contract with an independent service company for the regular servicing of mechanical systems in the building including the boilers, cooling tower, pumps, motors, fans and other equipment excluding in-suite fan coil units. Included is the cost of water treatment related to the air conditioning and heating systems.

12. **HVAC - Fan Coil Maintenance (\$9,000)**

The estimated contract cost for once a year to maintain the in-suite fan coil units, including filter change as required (notwithstanding that the cost to repair and maintain the fan coil is the responsibility of each owner).

D. STAFF (\$60,000)

1. **Superintendent (\$52,000)**

It is anticipated that one full time non Resident Superintendent will be hired for the Condominium. Duties will include the repair and maintenance of the mechanical systems in the building not covered by contract, responsibility for minor routine maintenance of common areas, garbage disposal and other duties.

2. **Employee Benefits (\$8,000)**

This is the estimated cost of supplying the Superintendent with fringe benefits available through the Property Management firm. This includes provisions for life insurance, and extended health care. Provisions have also been made for the employer's share of Employment Insurance and Canada Pension Plan premiums, and for

the Ontario Health Tax and coverage through the Workplace Safety and Insurance Board.

E. SUPPLIES (\$13,500)

This category includes the estimated costs for cleaning supplies, lighting supplies, maintenance supplies used by building staff, small tools and equipment.

F. INSURANCE (\$38,000)

The allocation in this category is for the cost of the insurance premium to meet the requirements of the Condominium Corporation. Included is all risks replacement cost property coverage, comprehensive public liability, boiler and machinery coverage, and Directors and Officers liability coverage. Also included is the cost of deductibles for claims and an insurance appraisal.

G. GENERAL AND ADMINISTRATIVE (\$27,383)

1. General Meetings (\$4,009)

This is the estimated cost of holding the Turnover or Special General Meeting of the Corporation during the first year as well as costs of a recording secretary at monthly board meetings.

2. Office Supplies / Equipment (\$5,000)

The budget provides for any office expenses directly related to the operation of the Condominium Corporation.

3. Bank Charges (\$1,000)

The budget provides for bank charges related to the Corporation bank account for deposits and pre-authorized funds transfers.

4. Legal Fees (\$1,500)

Provision has been made for the appointment of legal counsel for the Condominium Corporation at the discretion of the Board of Directors.

5. Audit Fees (\$6,000)

The cost of the first year turnover audit and year end audit, both of which are required by the *Condominium Act*.

6. Condominium Administrative Fee (CAO) (\$3,744)

Estimated annual fees associated with the creation of the new Condominium Authority of Ontario Office. This organization is an Administrative Authority, which will provide condominium owners with the tools and information that owners may need to understand condominium ownership, Board of Director training and use of the dispute resolution services.

7. Internet Web Page Maintenance / Administration (\$6,100)

Provision to design and maintain an internet web page for the condominium which will include newsletter and other features.

H. PERFORMANCE AUDIT (\$28,000)

The cost of the engineering study, to be conducted by the Board of Directors, to examine the common element areas and to file the report with TARION during the first year. This is a one-time expense.

The Condominium shall arrange with an independent engineering consultant to prepare a Performance Audit within one (1) year immediately following registration of the Declaration and the Description. The Performance Audit

shall be conducted by professional consulting engineers who shall make a thorough examination of the buildings and assess the as-constructed condition of the various systems and components of the building in order to provide the Condominium with a report on the building which will assist the Condominium in assessing repair and maintenance requirements and in preserving any rights which the Corporation may have under the Ontario New home Warranties Plan Act.

The Condominium is not restricted in its selection of consulting engineers or the Performance Audit being prepared as set out herein. In the event that the Corporation retains a consulting engineer to undertake the Performance Audit, at a higher cost than is reasonably established in the budget, then the Declarant shall only be responsible for the established price, pursuant to Section 75 of the Act, and any expenditures in excess of this stated amount shall be the sole responsibility of the Condominium.

**I. EASEMENT AND COST SHARING AGREEMENT
SHARED FACILITIES OPERATING EXPENSES SHARED
WITH OWNER(S) OF COMMERCIAL AND ADJACENT LANDS (\$293,900)**

Please see Schedule 1 for Shared Expenses with the Adjoining Owners.

J. CONTRIBUTION TO RESERVE FUND (\$218,000)

1. Reserve Fund Provision (\$211,000)

Section 93 (2) of the Condominium Act defines the Reserve Fund, as a fund set up by the Condominium corporation in a special account for the major repair and replacement of common elements and assets of the Condominium corporation. It is anticipated that one-twelfth of the annual contribution to the Reserve Fund will be made on a monthly basis. At the time of the preparation of this budget, a detailed Reserve Fund Study had not been prepared. **The provision is calculated at 15% of the estimated operating expenses exclusive of the Eddy Water System expense.** The monthly Eddy Water System is in addition to the monthly common expenses to each Residential Unit as set out on the attached Schedule of Monthly Common Expenses. Future allocations will be dictated by the reserve fund study, to be completed in the first year after registration.

2. Reserve Fund Study Provision (\$7,000)

In accordance with the *Condominium Act*, the Condominium Corporation will retain the services of an independent consultant to prepare a reserve fund study, which will establish the level of funding necessary to maintain an adequate reserve for future major repair and replacement of the common elements. Pursuant to the provisions of the *Condominium Act*, Section 94 (7), this expense will be charged to the Reserve Fund.

K. EDDY WATER SYSTEM (\$83,117)

As more particularly described in the Disclosure Statement and as determined by the Declarant, Eddy Building solutions intelligent leak detection technology will be installed within the residential dwelling units and/or the common elements in certain locations to monitor leakage of certain water pipes. Solely at the discretion of the Declarant, if such sensors were to be installed all amounts or rates payable to the Service Provider for such monitoring of the sensors shall comprise part of the common expenses of the Condominium and is reflected in the Condominium's annual budget. The cost of the Eddy Water System monitoring is based on an initial price of \$19.65 per unit per month, plus HST. The Eddy Water System will be funded out of the common expenses in accordance with the percentages outlined in Schedule D to the Declaration relating specifically to the Eddy Water System. Please refer to the Disclosure Statement for further details.

SCHEDULE I

BUDGET FOR THE EXPENSES **SHARED BETWEEN THE GO.2 CONDOMINIUM CORPORATION,** **THE ADJACENT CORPORATION AND** **THE OWNER(S) OF THE COMMERCIAL LANDS**

The following budget and notes describes the expenses that the this Corporation will share with the Adjacent Corporation and the owner(s) of the Commercial Lands as contemplated and more particularly described in The Disclosure Statement. The cost sharing expenses involving this Corporation and the Commercial Land Owner(s) relate to the shared costs in maintaining the Shared Facilities including landscaping, snow removal, utilities, the general maintenance of the sidewalks and associated facilities located at grade level, Shared Servicing Systems, the Outdoor Pedestrian Walkway and the Loading Area. The cost sharing expenses involving this Corporation and the Adjacent Corporation relate to the shared costs in maintaining the Shared Facilities including the Shared Visitor Parking Facilities, Shared Garage Entrance Ramp, utilities together with any associated equipment and Shared Servicing Systems servicing the visitor parking facilities and the Shared Concierge for visitor parking and access control services.

The Easement and Cost Sharing Agreement will establish the allocation of costs which shall be apportioned by the Declarant on an equitable basis as more particularly described in the Easement and Cost Sharing Agreement. This Corporation, the Adjacent Corporation and the owner(s) of the Commercial Lands will be responsible for its proportionate share of the cost of operating, maintaining, repairing and replacing the Residential and Commercial Shared Facilities as described in the Disclosure Statement either on the basis of the total net saleable area contained within this Corporation, or total net leasable area if referring to the Commercial Area, bears to the total net saleable area of this Corporation together with the net leasable area contained in the Commercial Area, and/or on the basis of the number of residential dwelling units contained within each of this Corporation and Adjacent Corporation bears to the total number of residential dwelling units contained in this Corporation, together with the total number of residential dwelling units in the Adjacent Corporation.

The Declarant shall determine said residential dwelling unit count, said set gross floor area and such determination shall be final and binding on all parties to the subject Easement and Cost Sharing Agreement.

With respect to the Adjacent Corporation and owner(s) of the Commercial Lands, the Easement and Cost Sharing Agreement will provide that until such time as the Adjacent Corporation is constructed and completed to a stage that will permit occupancy of the residential dwelling units therein by the public, and in the case of the Commercial Lands, until such time as any portion of the Commercial Area is constructed and completed to a stage that will permit occupancy of the commercial units/areas therein by the public, the owner of the Adjacent Corporation and the owner(s) of the Commercial Lands shall not be required to contribute towards its proportionate share of the expenses contemplated pursuant to the above referenced cost sharing mechanisms and such share will be borne by this Corporation alone. However, upon the construction of the Adjacent Corporation and Commercial Lands and completion to a stage that will permit occupancy thereof by the public, the proportionate share of the shared costs relating to such lands upon which such construction has occurred and occupancy is permitted shall be thereafter assumed by the owner of such portion by the Adjacent Corporation and by the owner(s) of the Commercial Lands.

	<u>Shared Facilities Costs</u>	<u>Shared Parking Garage Costs</u>	<u>Total Costs</u>
A) UTILITIES			
Hydro Visitor Garage Lighting and Ramp Hydro	0	8,000	8,000
Emergency Generator Gas	1,200	0	1,200
Loading Dock / Staging Area Hydro	<u>2,000</u>	<u>0</u>	<u>2,000</u>
TOTAL UTILITIES	3,200	8,000	11,200
B) REPAIRS AND MAINTENANCE			
Storm Tank Maintenance	500	0	500
Plumbing / Storm / Sanitary Systems	2,000	0	2,000
Visitor Garage - Electrical Repairs Maintenance	0	500	500
Visitor Garage Sprinkler System Repairs & Maintenance	0	500	500
Garage Ramp Grade to P1 Entrance Maintenance	0	1,000	1,000
Main Entrance Garage Door / Gate Arms Maintenance	0	2,000	2,000
CCTV / Access Control Equipment	0	1,500	1,500
Emergency Generator Repairs & Maintenance	4,000	0	4,000
Outdoor Pedestrian Walkway Repairs & Maintenance	500	0	500
Loading Area Overhead Garage Door Maintenance	2,000	0	2,000
Shared Service Doors & Locks Maintenance	<u>400</u>	<u>0</u>	<u>400</u>
TOTAL REPAIRS & MAINTENANCE	9,400	5,500	14,900
C) SERVICE CONTRACTS			
CACF Annual Test Below Grade Systems Visitor Parking	0	800	800
Visitor Garage - Housekeeping / Maintenance Personnel	0	7,500	7,500
Visitor Garage Power Wash / Sweep	0	1,000	1,000
Project - Landscaping	12,000	0	12,000
Project - Snow Removal	15,000	0	15,000
Outdoor Pedestrian Walkway Landscaping	2,000	0	2,000
Outdoor Pedestrian Walkway Snow Removal	3,000	0	3,000
CACF Annual Test	9,000	0	9,000
Concierge / Access Control Services	<u>0</u>	<u>196,000</u>	<u>196,000</u>
TOTAL SERVICE CONTRACTS	41,000	205,300	246,300
D) SUPPLIES			
Visitor Garage - Lighting Supplies / Maintenance Supplies	<u>0</u>	<u>1,000</u>	<u>1,000</u>
TOTAL SUPPLIES	0	1,000	1,000
E) GENERAL AND ADMINISTRATION			
Project - Insurance General Liability Coverage	4,000	0	4,000
Garage - Insurance General Liability Coverage	0	2,000	2,000
Audit Fees	2,500	0	2,500
Property Management	<u>12,000</u>	<u>0</u>	<u>12,000</u>
TOTAL GENERAL AND ADMINISTRATION	18,500	2,000	20,500
<u>TOTAL EASEMENT AND COST SHARING AGREEMENT</u>			
<u>OPERATING EXPENSES ALLOCATED BETWEEN</u>			
<u>THE GO.2 CONDOMINIUMS, ADJACENT CORPORATION</u>			
<u>AND COMMERCIAL LAND OWNER(S)</u>			
	72,100	221,800	293,900

Allocation of Easement and Cost Sharing Agreement

Allocated to GO.2 Condominiums	\$252,890
Allocated to Adjacent Corporation	34,495
Allocated to Commercial Lands	<u>6,515</u>
	\$293,900

As described in the Disclosure Statement, all Shared Facilities cost that would otherwise be allocated to the GO.2 Condominiums, the Adjacent Corporation and to the Owner(s) of the Commercial Lands will be solely the responsibility of the GO.2 Condominiums until such time as any portion of the Adjacent Corporation is constructed and completed to a stage that will permit occupancy of the residential dwelling units therein by the public and in the case of the Commercial Lands, until such time as any portion of the Commercial Area is constructed and completed to a stage that will permit occupancy of the commercial units/areas units therein by the public. Based on the Shared Facilities and services delivered with the registration of the GO.2 Condominiums, the cost to the GO.2 Condominium Corporation in the budget is established at \$293,900. As the Adjacent Corporation is developed and the Commercial Area is constructed and occupy able therein by the public, the proportionate share of the Shared Facilities Costs will be re-adjusted accordingly.

**SHARED BETWEEN THE GO.2 CONDOMINIUMS,
THE ADJACENT CORPORATION AND
THE OWNER(S) OF THE COMMERCIAL LANDS**

BUDGET NOTES TO SCHEDULE I

A. UTILITIES (\$11,200)

1. Hydro Visitor Garage Lighting and Ramp Hydro (\$8,000)

An estimate of hydro costs related to the visitor underground parking garage, drive aisles and the garage entrance ramp.

2. Emergency Generator Gas (\$1,200)

The budget provides for the cost of gas used in operating the shared emergency generator servicing this project and retail.

3. Loading Dock / Staging Area Hydro (\$2,000)

The budget provides for the hydro costs related to the loading dock area and all associated equipment.

B. REPAIRS AND MAINTENANCE (\$14,900)

1. Storm Tank Maintenance (\$500)

Estimated maintenance costs associated with maintaining the storm water room and tank.

2. Plumbing / Storm / Sanitary Systems (\$2,000)

Provision for any repairs and maintenance to the shared plumbing services and shared systems.

3. Visitor Garage - Electrical Repairs Maintenance (\$500)

Provision for any electrical repairs and maintenance to the lighting within the visitor parking garage area.

4. Visitor Garage Sprinkler System Repairs and Maintenance (\$500)

Provision for the repair and maintenance of the sprinkler system and all life safety system devices in the visitor parking garage.

5. Garage Ramp Grade to P1 Entrance Maintenance (\$1,000)

Provision for power washing and electrical repairs to the ramp providing access into the parking garage.

6. Main Entrance Garage Door / Gate Arms Maintenance (\$2,000)

Provision for repairs and maintenance of the garage entrance door and gate arm separating residential and visitor parking garage.

7. CCTV / Access Control Equipment (\$1,500)

Provision for any maintenance to any CCTV equipment, intercom call stations and or security access devices that may be installed servicing the parking garage.

8. Emergency Generator Repairs and Maintenance (\$4,000)

Estimated cost to inspect the emergency generator on a semi annual basis together with an allowance for any repairs.

9. Outdoor Pedestrian Walkway Repairs and Maintenance (\$500)

Provision to repair and maintain the Public Open Space.

10. Loading Area Overhead Garage Door Maintenance (\$2,000)

Estimated cost to repair and maintain the main entranceway overhead door leading into the interior laneway servicing the project.

11. Shared Service Doors and Locks Maintenance (\$400)

Provision for repairs to any shared service doors and door locks.

C. SERVICE CONTRACTS (\$246,300)

1. CACF Annual Test Below Grade Systems Visitor Parking (\$800)

Provision for the annual inspection and testing of the sprinkler system located within the visitor parking facilities in compliance with the Ontario Fire Code together with other life safety system testing.

2. Visitor Garage – Housekeeping / Maintenance Personnel (\$7,500)

Provision has been made for a daily litter pick up in the visitor parking garage and other maintenance/housekeeping duties.

3. Visitor Garage Power Wash / Sweep (\$1,000)

Provision for power washing and sweeping of the visitor parking facilities including shared drive aisles.

4. Project - Landscaping (\$12,000)

The estimated cost to maintain the shared landscaping and shared grounds associated with the Project.

5. Project - Snow Removal (\$15,000)

The estimated cost to maintain and keep the shared walkways and shared grounds and roadways, clear of snow and ice, including the cost of sand and salt.

6. Outdoor Pedestrian Walkway Landscaping (\$2,000)

The estimated cost to maintain as may be required any landscaping including trees located around the pedestrian walkway.

7. Outdoor Pedestrian Walkway Snow Removal (\$3,000)

The estimated cost to maintain and keep the pedestrian walkway clear of snow and ice, including the cost of sand and salt.

8. CACF Annual Test (\$9,000)

This account provides for the monthly and annual testing, as well as a provision for repairs to any shared life safety systems and devices as required by the Ontario Fire Code.

9. Concierge / Access Control Services (\$196,000)

The budget provides for one Concierge, 24 hours per day, 7 days per week to be located in the lobby of the GO.2 Condominiums. The only services provided to the Adjacent Corporation will include visitor parking and guest access services, together with emergency after hour services. Duties of the Concierge to the GO.2 Condominiums will include greeting guests and providing the resident services to the GO.2 residents only.

D. SUPPLIES (\$1,000)

1. Visitor Garage - Lighting Supplies / Maintenance Supplies (\$1,000)

Provision for lighting and maintenance supplies used for the shared visitor parking both at P1 and at grade level.

E. GENERAL AND ADMINISTRATION (\$20,500)

1. Project - Insurance General Liability Coverage (\$4,000)

Insurance premium for comprehensive general liability and any shared property coverage for the project.

2. Garage - Insurance General Liability Coverage (\$2,000)

Insurance premium for comprehensive general liability as it relates to the shared visitor parking garage.

3. Audit Fees (\$2,500)

An allowance for the year end audit related to the operation of the shared facilities has been accounted for.

4. Property Management (\$12,000)

The estimated management fees payable to the manager including all accounting services in maintaining the financial records pursuant to the cost sharing agreement.

ADDITIONAL STATEMENTS REQUIRED BY THE CONDOMINIUM ACT

1. The total common expenses of the proposed Condominium Corporation including the provision to the reserve fund for the first year after condominium registration is \$1,759,517.
2. This budget statement incorporates an assumed inflation factor of 6.5% per annum, based on a projected Condominium registration date of June 1, 2021 and in the event that registration occurs sometime thereafter, then this budget statement (and all figures reflecting expenses set forth herein) should be read and construed as automatically being increased by an inflation factor of 6.5% per annum. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget and the acceptance of such revised budget should not be construed as a material change to the Disclosure Statement. Furthermore, nothing set forth in this budget statement should be construed or interpreted as a representation or warranty that the actual registration of the Condominium shall take place by the date noted above, namely June 1, 2021.
3. Although this budget is based on the best available information as at the date of its preparation, purchasers should be aware that budgetary predications on future servicing and utility costs are, by their very nature, subject to change based on regulatory and other changes that are beyond the Declarant's control and reasonable expectations. The Declarant reserves the right to revise the first year budget statement to reflect the increases to utilities set out in, including but without limitation, items A(1), (2) and (3) of the Utilities Operating Expenses and to provide each unit purchaser with a revised copy of the Condominium Corporation's first year statement. In such event, purchasers acknowledge and agree that they shall be bound by such revised budget, and the acceptance of such revised budget should not be considered nor be construed as a material change as defined by the Condominium Act, 1998, nor will the Declarant be accountable to the Corporation for any budget shortfall as a result thereof.
4. The cost of Cable TV and telephone service to units will be on a user pay basis and is not a common expense and not included in the budget statement.
5. Approximately 15% of the common expenses will be paid into the reserve fund amount. The provision is \$218,000 for the Condominium Corporation. As at the date of the foregoing budget, the Condominium Corporation has not been created and accordingly, there are no amounts in the Reserve Fund. At the end of the first year after registration, there should be \$211,000 in the reserve fund account of the Condominium Corporation.
6. The cost of each expense item is shown on the budget statement. The cost of the Reserve Fund Study for the Condominium Corporation is \$7,000 inclusive of HST; the cost of the Performance Audit is \$28,000 inclusive of HST, and the cost of both the turnover and year end financial audits for the Condominium Corporation is \$6,000 inclusive of HST.
7. At the time of preparation of the Budget Statement of April 25, 2017 and updated Budget Statement of August 19, 2019, there are no pending lawsuits material to the property of which the Declarant has actual knowledge and that may affect the property after the registration of a deed to the unit from the Declarant to the purchaser.
8. There are no pending lawsuits material to the Property of which the Declarant has actual knowledge. There are no current or expected fees, charges, rents or other revenues to be paid by the Residential Unit owners or any of them for the use of the common elements save and except for cleaning charges or damage deposits in relation to the private use of Party Room, or perhaps for access cards and/or keys for example, and at rates to be established by the Board of Directors from time to time. There are no services not included in the foregoing budget (and Schedules thereto) that the Declarant provides, or expenses that the Declarant pays and that might reasonably be expected to become, at any subsequent time, a common expense.
9. As described in the Disclosure Statement, wherein a designated service provider will provide intelligent leak detection technology to be installed within the residential dwelling units and/or the common elements in certain locations to monitor leakage of certain water pipes, each Residential Unit owner in addition to the monthly common expenses, will be required to pay as part of the monthly common expenses a mandatory fee of \$19.65 (plus HST) per Residential Unit per month. The monthly Eddy Water System to each Residential Unit is set out on the attached Schedule of Monthly Common Charges. Please refer to the Disclosure Statement for further details.

10. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
11. Use of the Amenities will be subject to special rules that may be established from time to time by the Board of Directors.
12. The cost, type level of frequency of services are detailed in the budget notes.
13. Unit owners will be responsible for insuring any contents and improvements in their individual units. This insurance policy should also include personal third party liability insurance, reimbursement for living expenses outside of their units and protection against any deductible charges that might accrue to the owner from the Condominium Corporation. The Condominium Corporation shall insure the units (excluding contents and improvements) and the common elements for full replacement cost without deduction for depreciation with reference to the proposed standard unit.

GO.2**SCHEDULE OF MONTHLY COMMON CHARGES**
BY SUITE NUMBER

UNIT NO.	LEVEL NO.	SUITE NO.	MONTHLY COMMON CHARGE		TOTAL MONTHLY COMMON CHARGES
			EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	
1	1	101	22.20	667.35	689.55
2	1	102	22.20	673.07	695.27
3	1	103	22.20	564.25	586.45
4	1	104	22.20	564.25	586.45
5	1	105	22.20	564.25	586.45
1	2	201	22.20	321.73	343.93
2	2	202	22.20	490.91	513.11
3	2	203	22.20	474.28	496.48
4	2	204	22.20	585.06	607.26
5	2	205	22.20	468.69	490.89
6	2	206	22.20	338.35	360.55
7	2	207	22.20	338.35	360.55
8	2	208	22.20	490.91	513.11
9	2	209	22.20	402.20	424.40
10	2	210	22.20	338.35	360.55
11	2	211	22.20	338.35	360.55
12	2	212	22.20	368.81	391.01
13	2	213	22.20	321.73	343.93
14	2	214	22.20	595.40	617.60
15	2	215	22.20	482.52	504.72
16	2	216	22.20	490.91	513.11
17	2	217	22.20	338.35	360.55
18	2	218	22.20	338.35	360.55
19	2	219	22.20	495.52	517.72
20	2	220	22.20	579.76	601.96
21	2	221	22.20	493.70	515.90
22	2	222	22.20	329.97	352.17
23	2	223	22.20	329.97	352.17
24	2	224	22.20	329.97	352.17
25	2	225	22.20	329.97	352.17
26	2	226	22.20	327.32	349.52
27	2	227	22.20	321.73	343.93
28	2	228	22.20	368.81	391.01
29	2	229	22.20	329.97	352.17
30	2	230	22.20	493.70	515.90
1	3	301	22.20	321.73	343.93
2	3	302	22.20	490.91	513.11
3	3	303	22.20	474.28	496.48
4	3	304	22.20	585.06	607.26
5	3	305	22.20	468.69	490.89
6	3	306	22.20	338.35	360.55
7	3	307	22.20	338.35	360.55
8	3	308	22.20	490.91	513.11
9	3	309	22.20	402.20	424.40
10	3	310	22.20	338.35	360.55
11	3	311	22.20	338.35	360.55
12	3	312	22.20	368.81	391.01
13	3	313	22.20	321.73	343.93
14	3	314	22.20	595.40	617.60
15	3	315	22.20	482.52	504.72
16	3	316	22.20	490.91	513.11
17	3	317	22.20	338.35	360.55
18	3	318	22.20	338.35	360.55
19	3	319	22.20	495.52	517.72
20	3	320	22.20	579.76	601.96
21	3	321	22.20	493.70	515.90
22	3	322	22.20	329.97	352.17
23	3	323	22.20	329.97	352.17

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SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

UNIT NO.	LEVEL NO.	SUITE NO.	MONTHLY COMMON CHARGE		TOTAL MONTHLY COMMON CHARGES
			EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	
24	3	324	22.20	329.97	352.17
25	3	325	22.20	329.97	352.17
26	3	326	22.20	327.32	349.52
27	3	327	22.20	321.73	343.93
28	3	328	22.20	368.81	391.01
29	3	329	22.20	329.97	352.17
30	3	330	22.20	493.70	515.90
1	4	401	22.20	321.73	343.93
2	4	402	22.20	490.91	513.11
3	4	403	22.20	321.73	343.93
4	4	404	22.20	651.00	673.20
5	4	405	22.20	669.72	691.92
6	4	406	22.20	338.35	360.55
7	4	407	22.20	490.91	513.11
8	4	408	22.20	402.20	424.40
9	4	409	22.20	338.35	360.55
10	4	410	22.20	338.35	360.55
11	4	411	22.20	329.97	352.17
12	4	412	22.20	449.28	471.48
13	4	413	22.20	329.97	352.17
14	4	414	22.20	324.52	346.72
15	4	415	22.20	324.52	346.72
16	4	416	22.20	482.52	504.72
17	4	417	22.20	490.91	513.11
18	4	418	22.20	338.35	360.55
19	4	419	22.20	338.35	360.55
20	4	420	22.20	495.52	517.72
21	4	421	22.20	657.99	680.19
22	4	422	22.20	329.97	352.17
23	4	423	22.20	329.97	352.17
24	4	424	22.20	329.97	352.17
25	4	425	22.20	329.97	352.17
26	4	426	22.20	329.97	352.17
27	4	427	22.20	329.97	352.17
28	4	428	22.20	329.97	352.17
29	4	429	22.20	449.28	471.48
30	4	430	22.20	329.97	352.17
31	4	431	22.20	329.97	352.17
32	4	432	22.20	493.70	515.90
1	5	501	22.20	321.73	343.93
2	5	502	22.20	490.91	513.11
3	5	503	22.20	321.73	343.93
4	5	504	22.20	651.00	673.20
5	5	505	22.20	669.72	691.92
6	5	506	22.20	338.35	360.55
7	5	507	22.20	490.91	513.11
8	5	508	22.20	402.20	424.40
9	5	509	22.20	338.35	360.55
10	5	510	22.20	338.35	360.55
11	5	511	22.20	329.97	352.17
12	5	512	22.20	449.28	471.48
13	5	513	22.20	329.97	352.17
14	5	514	22.20	324.52	346.72
15	5	515	22.20	324.52	346.72
16	5	516	22.20	482.52	504.72
17	5	517	22.20	490.91	513.11
18	5	518	22.20	338.35	360.55
19	5	519	22.20	338.35	360.55
20	5	520	22.20	495.52	517.72

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SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

<u>UNIT</u> <u>NO.</u>	<u>LEVEL</u> <u>NO.</u>	<u>SUITE</u> <u>NO.</u>	<u>MONTHLY COMMON CHARGE</u>		<u>TOTAL MONTHLY</u> <u>COMMON CHARGES</u>
			<u>EDDY SYSTEM</u> <u>PER UNIT</u>	<u>MONTHLY COMMON</u> <u>CHARGE</u>	
21	5	521	22.20	657.99	680.19
22	5	522	22.20	329.97	352.17
23	5	523	22.20	329.97	352.17
24	5	524	22.20	329.97	352.17
25	5	525	22.20	329.97	352.17
26	5	526	22.20	329.97	352.17
27	5	527	22.20	329.97	352.17
28	5	528	22.20	329.97	352.17
29	5	529	22.20	449.28	471.48
30	5	530	22.20	329.97	352.17
31	5	531	22.20	329.97	352.17
32	5	532	22.20	493.70	515.90
1	6	601	22.20	321.73	343.93
2	6	602	22.20	490.91	513.11
3	6	603	22.20	321.73	343.93
4	6	604	22.20	651.00	673.20
5	6	605	22.20	669.72	691.92
6	6	606	22.20	338.35	360.55
7	6	607	22.20	490.91	513.11
8	6	608	22.20	402.20	424.40
9	6	609	22.20	338.35	360.55
10	6	610	22.20	338.35	360.55
11	6	611	22.20	329.97	352.17
12	6	612	22.20	449.28	471.48
13	6	613	22.20	329.97	352.17
14	6	614	22.20	324.52	346.72
15	6	615	22.20	324.52	346.72
16	6	616	22.20	482.52	504.72
17	6	617	22.20	490.91	513.11
18	6	618	22.20	338.35	360.55
19	6	619	22.20	338.35	360.55
20	6	620	22.20	495.52	517.72
21	6	621	22.20	657.99	680.19
22	6	622	22.20	329.97	352.17
23	6	623	22.20	329.97	352.17
24	6	624	22.20	329.97	352.17
25	6	625	22.20	329.97	352.17
26	6	626	22.20	329.97	352.17
27	6	627	22.20	329.97	352.17
28	6	628	22.20	329.97	352.17
29	6	629	22.20	449.28	471.48
30	6	630	22.20	329.97	352.17
31	6	631	22.20	329.97	352.17
32	6	632	22.20	493.70	515.90
1	7	701	22.20	321.73	343.93
2	7	702	22.20	490.91	513.11
3	7	703	22.20	321.73	343.93
4	7	704	22.20	651.00	673.20
5	7	705	22.20	669.72	691.92
6	7	706	22.20	338.35	360.55
7	7	707	22.20	490.91	513.11
8	7	708	22.20	402.20	424.40
9	7	709	22.20	338.35	360.55
10	7	710	22.20	338.35	360.55
11	7	711	22.20	329.97	352.17
12	7	712	22.20	449.28	471.48
13	7	713	22.20	329.97	352.17
14	7	714	22.20	324.52	346.72
15	7	715	22.20	324.52	346.72

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SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

<u>UNIT NO.</u>	<u>LEVEL NO.</u>	<u>SUITE NO.</u>	<u>MONTHLY COMMON CHARGE</u>		<u>TOTAL MONTHLY COMMON CHARGES</u>
			<u>EDDY SYSTEM PER UNIT</u>	<u>MONTHLY COMMON CHARGE</u>	
16	7	716	22.20	482.52	504.72
17	7	717	22.20	490.91	513.11
18	7	718	22.20	338.35	360.55
19	7	719	22.20	338.35	360.55
20	7	720	22.20	495.52	517.72
21	7	721	22.20	657.99	680.19
22	7	722	22.20	329.97	352.17
23	7	723	22.20	329.97	352.17
24	7	724	22.20	329.97	352.17
25	7	725	22.20	329.97	352.17
26	7	726	22.20	329.97	352.17
27	7	727	22.20	329.97	352.17
28	7	728	22.20	329.97	352.17
29	7	729	22.20	449.28	471.48
30	7	730	22.20	329.97	352.17
31	7	731	22.20	329.97	352.17
32	7	732	22.20	493.70	515.90
1	8	801	22.20	321.73	343.93
2	8	802	22.20	490.91	513.11
3	8	803	22.20	321.73	343.93
4	8	804	22.20	651.00	673.20
5	8	805	22.20	669.72	691.92
6	8	806	22.20	338.35	360.55
7	8	807	22.20	490.91	513.11
8	8	808	22.20	402.20	424.40
9	8	809	22.20	338.35	360.55
10	8	810	22.20	338.35	360.55
11	8	811	22.20	329.97	352.17
12	8	812	22.20	449.28	471.48
13	8	813	22.20	329.97	352.17
14	8	814	22.20	282.89	305.09
15	8	815	22.20	282.89	305.09
16	8	816	22.20	482.52	504.72
17	8	817	22.20	490.91	513.11
18	8	818	22.20	338.35	360.55
19	8	819	22.20	338.35	360.55
20	8	820	22.20	495.52	517.72
21	8	821	22.20	657.99	680.19
22	8	822	22.20	329.97	352.17
23	8	823	22.20	329.97	352.17
24	8	824	22.20	329.97	352.17
25	8	825	22.20	329.97	352.17
26	8	826	22.20	329.97	352.17
27	8	827	22.20	329.97	352.17
28	8	828	22.20	329.97	352.17
29	8	829	22.20	449.28	471.48
30	8	830	22.20	329.97	352.17
31	8	831	22.20	329.97	352.17
32	8	832	22.20	493.70	515.90
1	9	901	22.20	321.73	343.93
2	9	902	22.20	490.91	513.11
3	9	903	22.20	321.73	343.93
4	9	904	22.20	651.00	673.20
5	9	905	22.20	669.72	691.92
6	9	906	22.20	338.35	360.55
7	9	907	22.20	490.91	513.11
8	9	908	22.20	402.20	424.40
9	9	909	22.20	338.35	360.55
10	9	910	22.20	338.35	360.55

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SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

UNIT NO.	LEVEL NO.	SUITE NO.	MONTHLY COMMON CHARGE		TOTAL MONTHLY COMMON CHARGES
			EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	
11	9	911	22.20	329.97	352.17
12	9	912	22.20	449.28	471.48
13	9	913	22.20	329.97	352.17
14	9	914	22.20	282.89	305.09
15	9	915	22.20	282.89	305.09
16	9	916	22.20	482.52	504.72
17	9	917	22.20	490.91	513.11
18	9	918	22.20	296.72	318.92
19	9	919	22.20	296.72	318.92
20	9	920	22.20	495.52	517.72
21	9	921	22.20	618.03	640.23
22	9	922	22.20	329.97	352.17
23	9	923	22.20	329.97	352.17
24	9	924	22.20	329.97	352.17
25	9	925	22.20	329.97	352.17
26	9	926	22.20	329.97	352.17
27	9	927	22.20	329.97	352.17
28	9	928	22.20	329.97	352.17
29	9	929	22.20	449.28	471.48
30	9	930	22.20	329.97	352.17
31	9	931	22.20	329.97	352.17
32	9	932	22.20	493.70	515.90
1	10	1001	22.20	321.73	343.93
2	10	1002	22.20	490.91	513.11
3	10	1003	22.20	321.73	343.93
4	10	1004	22.20	651.00	673.20
5	10	1005	22.20	669.72	691.92
6	10	1006	22.20	338.35	360.55
7	10	1007	22.20	490.91	513.11
8	10	1008	22.20	402.20	424.40
9	10	1009	22.20	296.72	318.92
10	10	1010	22.20	296.72	318.92
11	10	1011	22.20	329.97	352.17
12	10	1012	22.20	449.28	471.48
13	10	1013	22.20	329.97	352.17
14	10	1014	22.20	282.89	305.09
15	10	1015	22.20	282.89	305.09
16	10	1016	22.20	482.52	504.72
17	10	1017	22.20	490.91	513.11
18	10	1018	22.20	296.72	318.92
19	10	1019	22.20	296.72	318.92
20	10	1020	22.20	495.52	517.72
21	10	1021	22.20	618.03	640.23
22	10	1022	22.20	329.97	352.17
23	10	1023	22.20	329.97	352.17
24	10	1024	22.20	329.97	352.17
25	10	1025	22.20	329.97	352.17
26	10	1026	22.20	329.97	352.17
27	10	1027	22.20	329.97	352.17
28	10	1028	22.20	329.97	352.17
29	10	1029	22.20	449.28	471.48
30	10	1030	22.20	329.97	352.17
31	10	1031	22.20	329.97	352.17
32	10	1032	22.20	493.70	515.90
1	11	1101	22.20	321.73	343.93
2	11	1102	22.20	490.91	513.11
3	11	1103	22.20	321.73	343.93
4	11	1104	22.20	639.41	661.61
5	11	1105	22.20	648.63	670.83

GO.2

SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

UNIT NO.	LEVEL NO.	SUITE NO.	MONTHLY COMMON CHARGE		TOTAL MONTHLY COMMON CHARGES
			EDDY SYSTEM PER UNIT	MONTHLY COMMON CHARGE	
6	11	1106	22.20	296.72	318.92
7	11	1107	22.20	490.91	513.11
8	11	1108	22.20	402.20	424.40
9	11	1109	22.20	296.72	318.92
10	11	1110	22.20	603.22	625.42
11	11	1111	22.20	637.03	659.23
12	11	1112	22.20	493.70	515.90
1	12	1201	22.20	321.73	343.93
2	12	1202	22.20	490.91	513.11
3	12	1203	22.20	718.62	740.82
4	12	1204	22.20	648.63	670.83
5	12	1205	22.20	296.72	318.92
6	12	1206	22.20	490.91	513.11
7	12	1207	22.20	402.20	424.40
8	12	1208	22.20	296.72	318.92
9	12	1209	22.20	605.74	627.94
10	12	1210	22.20	653.24	675.44
11	12	1211	22.20	493.70	515.90
TOTAL RESIDENTIAL COMMON CHARGES			6,926.40	127,888.02	134,814.42
PARKING UNITS (\$37.86 EACH)					
312 Parking Units			0.00	11,812.32	11,812.32
TOTAL COMMON CHARGES			6,926.40	139,700.34	146,626.74

**PLAN OF SURVEY
PART OF BLOCK 35
PLAN 65M-4477
CITY OF VAUGHAN
REGIONAL MUNICIPALITY OF YORK**

SCALE 1:250
10m 0 10m 20metres

R-PE SURVEYING LTD., O.L.S.

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

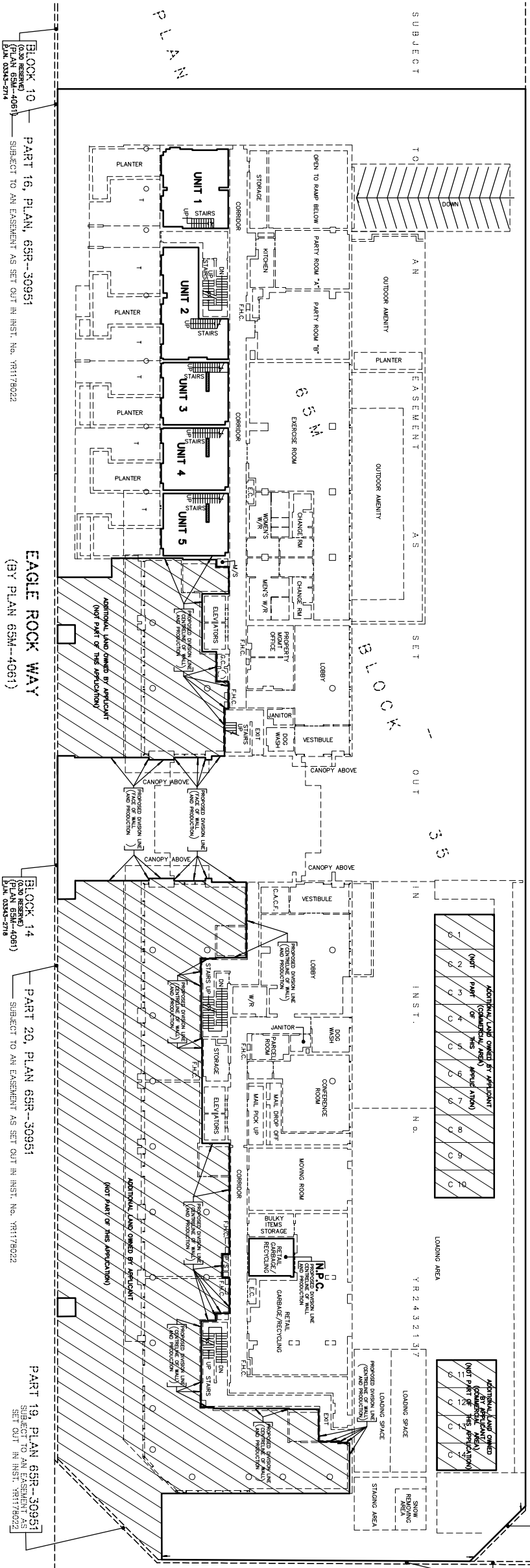
**SALTERTON CIRCLE
(BY PLAN 65M-4477)
P.I.N. 03343 - 3040**

**BLOCK 54
(O.S. RESERVATION)
PLAN 65M-4477
P.L.N. 03343-2738**

**PART 19, PLAN 65R-30951
SUBJECT TO AN EASEMENT AS
SET OUT IN INST. NO. YR1178022**

**BLOCK 13
(O.S. RESERVATION)
(PLAN 65M-4061)
P.L.N. 03343-2717**

**TRON AVENUE
(BY PLAN 65M-4061)
P.L.N. 03343 - 2742**



**EAGLE ROCK WAY
(BY PLAN 65M-4061)
P.I.N. 03343 - 2741**

**BLOCK 14
(O.S. RESERVATION)
(PLAN 65M-4061)
P.L.N. 03343-2718**

**PART 20, PLAN 65R-30951
SUBJECT TO AN EASEMENT AS
SET OUT IN INST. NO. YR1178022**

**PART 19, PLAN 65R-30951
SUBJECT TO AN EASEMENT AS
SET OUT IN INST. NO. YR1178022**

**UNITS 1 TO 5 INCLUSIVE
LEVEL 1 (LOWER FLOOR)**

**R-PE SURVEYING LTD.
ONTARIO LAND SURVEYORS
643 Christa Road, Suite 2A3
Woodbridge, Ontario L4L 8A3
Tel: (416) 635-5000 Fax (416) 635-5001
Tel: (905) 264-0881 Fax (905) 264-2099
Website: www.r-pe.co**

**CHECKED: SL.
DRAWN: SL.
JOB No. 18-177 CAD FILE No. 18177MARKETING**

SCHEDULE XIII

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. *

BY-LAW NO. 5

Be it enacted as a by-law of **YORK REGION STANDARD CONDOMINIUM CORPORATION NO. *** (hereinafter referred to as the "Corporation" or "this Corporation") as follows:

1. That the Corporation enter into the INTELLIGENT LEAK DETECTION AND SERVICES AGREEMENT (CONDOMINIUM CORPORATION) (the "**EDDY AGREEMENT**") with Eddy Home Inc. substantially in the form attached hereto as Exhibit "A".
2. That the President and the Secretary of the Corporation are hereby authorized to execute, on behalf of the Corporation, the EDDY AGREEMENT together with all other documents, agreements or instruments which are ancillary to the EDDY AGREEMENT, if any, including without limitation, all instruments or affidavits which may be required in order to register the said EDDY AGREEMENT on title to the Corporation's property and all instruments, etc. registered from time to time in order to give effect to the provisions of the EDDY AGREEMENT. The affixation of the corporate seal of the Corporation to all such documents, agreements and instruments is hereby authorized, ratified, sanctioned and confirmed.
3. That all terms, provisions and conditions set out in the EDDY AGREEMENT and the Agreement, including without limitation, all covenants and agreements made by or on behalf of the Corporation, are hereby authorized, ratified and sanctioned and confirmed.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. * hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of the Condominium Act, 1998, S.O. 1998, c. 19, as amended.

DATED this ____ day of _____, 20__.

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. *

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Corporation.

Exhibit "A"

**INTELLIGENT LEAK DETECTION AND SERVICES
AGREEMENT (CONDOMINIUM CORPORATION)**

BETWEEN

York Region Standard Condominium Corp.#: XXXX

- and -

EDDY HOME INC.

**INTELLIGENT LEAK DETECTION AND SERVICES AGREEMENT
(CORPORATION)**

THIS AGREEMENT made _____, between
(the “Corporation”) and Eddy Home Inc. (“**Eddy Home**” and each of Eddy Home and the
Corporation, a “**Party**”).

WHEREAS Eddy Home operates a business of providing a suite of flood and
leak detection products and related services;

AND WHEREAS the Corporation is the registered condominium corporation in
respect of the lands listed on Schedule “A” consisting of the multi-unit building(s)
(the “**Buildings**”);

AND WHEREAS the Corporation desires to engage Eddy Home to
install certain of Eddy Home’s leak detection equipment in the Buildings and to provide
monitoring services in relation thereto, all upon the terms and subject to the conditions contained
herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration
of the covenants and agreements herein contained and other good and valuable consideration (the
receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Defined Terms.

In this Agreement the capitalized terms set forth in the preamble and the recitals
shall have the meanings set out therein and the following capitalized terms shall have the
meanings hereinafter set forth:

- (a) “**Act**” means the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended or
restated from time to time, and the regulations made thereunder;
- (b) “**Agreement**” means, collectively, this Intelligent Leak Detection and Services
Agreement (Corporation) and all exhibits and schedules attached to it;
- (c) “**Applicable Laws**” with respect to a Person, property, transaction or event,
means all applicable federal, provincial and municipal laws (including the
common law and principles of equity), statutes, regulations, treaties, by-laws,
ordinances, judgments, decrees and all applicable official directives, rules,
consents, approvals, authorizations, guidelines, standards, codes of practice,
orders (including judicial or administrative orders) and policies having the force
of law of any Governmental Authority having authority over, or application to,
that Person, property, transaction or event, as the same may be amended;

- (d) “**Business Day**” means any day other than a day which is a Saturday, a Sunday or a statutory holiday;
- (e) “**Commissioning Date**” means the date on which the Corporation is created pursuant to the Act;
- (f) “**Damages**” means any direct loss, liability, damage or expense (including reasonable legal fees and expenses but excluding indirect or consequential damages);
- (g) “**Eddy Apps**” means any online or mobile portal or software program through which the Corporation accesses the information collected, generated, stored or otherwise derived from the Intelligent Leak Detection System;
- (h) “**Eddy Service Terms**” means the terms and conditions applicable to the use of the Eddy App;
- (i) “**Fees**” means the Hardware and Installation Fees and the Monitoring Fees;
- (j) “**Governmental Authority**” means a government, court, ministry, minister, official, government department, government authority, government agency, regulatory authority, regulatory agency, administrative tribunal or body, or any subdivision or authority of any of the foregoing, that administers Applicable Laws;
- (k) “**Hardware and Installation Fees**” means the amounts identified as such on Schedule “D”;
- (l) “**Intelligent Leak Detection System**” means all equipment, fixture and things as Eddy Home deems necessary for the services to be provided by Eddy Home pursuant to this Agreement including, without limitation, the equipment set out on Schedule “C”;
- (m) “**License**” means the license granted by the Corporation to Eddy Home pursuant to Section 2.2;
- (n) “**Licensed Premises**” means the common element portions of the Buildings to which Eddy Home and its personnel reasonably require access for the implementation of this Agreement including, without limitation, mechanical and electrical rooms and closets, lockers, corridors and other common areas;
- (o) “**occupant**” means the occupant of a unit in the Buildings and “**occupants**” means more than one occupant or all occupants, as the context so requires;
- (p) “**Person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization;

- (q) **“Monitoring Fees”** means the amounts identified as such on Schedule “D”;
- (r) **“Services”** means the provision of leak-monitoring services and the related services described in Schedule “B” hereto;
- (s) **“Term”** means the term of this Agreement as set out in Section 6.1;
- (t) **“unit”** means a unit or any other unit in a Building and **“units”** means more than one unit or all of the units, as the context so requires; and
- (u) **“unit owner”** means the owner of a unit in the Buildings and **“unit owners”** means more than one unit owner or all unit owners, as the context so requires.

1.2 Rules of Construction.

In this Agreement, (1) unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders, (2) the words “include”, “includes” and “including” mean “include”, “includes” or “including”, in each case “without limitation”, (3) reference to any statute means such statute as amended from time to time, any replacement statute as enacted or amended from time to time and any regulations thereto as enacted or amended from time to time, (4) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, restated, replaced and/or supplemented from time to time, (5) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends, (6) the division of this Agreement into Articles, Sections and portions thereof and the insertion of recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and (7) unless otherwise stated, references in this Agreement to an Article, Section or Schedule refers to the specified Article, Section or Schedule to the Agreement and the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section, Schedule, or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Currency.

Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of Canada.

1.4 Choice of Law.

This Agreement shall be governed by and construed in accordance with the laws of the province in which the Buildings are located and the laws of Canada applicable therein and each party hereby attorns to the non-exclusive jurisdiction of the courts of that province.

1.5 Date for any Action.

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Incorporation of Schedules.

The schedules attached hereto and described below shall, for all purposes hereof, be incorporated by reference into, and form an integral part of this Agreement:

Schedule "A"	Building
Schedule "B"	Services
Schedule "C"	Specifications of the Intelligent Leak Detection System
Schedule "D"	Fees

**ARTICLE 2
ENGAGEMENT, GRANT OF LICENSE AND OWNERSHIP**

2.1 Engagement.

The Corporation hereby engages Eddy Home, on an exclusive basis, to maintain an Intelligent Leak Detection System in the Buildings and to provide the Services to the Corporation in respect of the Buildings and Eddy Home hereby accepts such engagement, all in accordance with the terms of this Agreement.

2.2 License and Grant of Rights.

The Corporation hereby:

- (a) grants to Eddy Home (including its employees, agents and sub-contractors) in accordance with the terms of this Agreement, a non-exclusive license (the "**License**") to access and use the Licensed Premises during the Term solely for the purposes of performing this Agreement, the Services and any activities in connection therewith, which License will be at no cost to Eddy Home, subject only to the reasonable requirements of the Corporation relating to safety and security; provided that any work, maintenance, repairs, inspections and/or testing of the Intelligent Leak Detection System or any part thereof that will require or may result in the interruption of the supply of water in the Units or any part thereof must be scheduled with the Corporation in advance;
- (b) grants to Eddy Home (including its employees, agents and sub-contractors), as a necessary part of the Licence, the right at all reasonable times and on prior written notice to the Corporation, to enter and exit those portions of the Buildings and Licensed Premises as may be reasonably necessary to enable Eddy Home (including its employees, agents and sub-contractors) to design, deliver, install,

inspect, repair, relocate, maintain, test, connect, replace, disconnect or remove the Intelligent Leak Detection System or any part thereof;

- (c) consents to Eddy Home, at Eddy Home's sole cost and expense, obtaining such permits, licences or other authorizations as may be reasonably necessary to operate the Intelligent Leak Detection System at the Buildings; provided however, such permits, licenses or other authorizations shall not interfere with or impede any permits, licenses or other authorizations the Corporation may have or may apply for in respect of the Units and surrounding lands. Upon the Corporation's request, Eddy Home shall promptly provide the Corporation with copies of all permits, authorizations and/or certifications issued by any Governmental Authority in relation to the Intelligent Leak Detection System.

2.3 Ownership of Intelligent Leak Detection System.

The Intelligent Leak Detection System installed in the Buildings are, and shall at all times after installation be the property of Eddy Home, its successors and assigns and used exclusively in accordance with this Agreement, save and except for the portion(s) of the Intelligent Leak Detection System within the units. For clarity, the parties acknowledge and agree that, notwithstanding installation of the Intelligent Leak Detection System in the Buildings, the Intelligent Leak Detection System shall not be characterized as fixtures or common elements of the Buildings while it is under Eddy Home ownership. The Corporation acknowledges that Eddy Home shall have the right to attach markings or identification plates to the Intelligent Leak Detection System in order to give notice of its ownership interest. The Corporation agrees not to alter or interfere with such markings or identification plates whatsoever. All plans, specifications and other information relating to the water distribution system of the Buildings shall clearly identify Eddy Home's ownership interest in the Intelligent Leak Detection System.

ARTICLE 3 COVENANTS AND REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

3.1 Corporation's Covenants.

The Corporation hereby covenants and agrees that it shall:

- (a) provide Eddy Home with access to such telecommunications, hydro and other services as Eddy Home shall reasonably require to facilitate the performance of Eddy Home's obligations under this Agreement and the costs of such access shall be borne by the Corporation;
- (b) provide commercially reasonable cooperation to Eddy Home in connection with the maintenance of the Intelligent Leak Detection System in the Buildings;
- (c) be responsible for the compliance in all material respects by its employees, contractors, agents, representatives with this Agreement;

- (d) at all times comply in all material respects with Applicable Laws related to the Intelligent Leak Detection System are applicable to building owners or managers;
- (e) make reasonable efforts to ensure that the Licensed Premises are secure at all times consistent with sound building practice for projects similar to the Buildings in the vicinity thereof;
- (f) provide commercially reasonable assistance to Eddy Home, at Eddy Home's expense, in the exercise of all its lawful rights and remedies available to it under Applicable Laws to prevent or restrain the occurrence of any vandalism, tampering, interference or misuse of the Intelligent Leak Detection System by any Person;
- (g) treat the financial particulars of this Agreement in the strictest confidence and shall not disclose such financial particulars to any Persons other than in strict confidence to the Corporation's professional advisers and/or partners or to potential purchasers or lenders if and when required or as required by Applicable Laws;
- (h) not, directly or indirectly, interfere with the operation of, or remove, relocate, suspend, disconnect, alter, terminate or damage, the Intelligent Leak Detection System or interfere with the billing and collection activities of Eddy Home, unless same is required by Applicable Law; and
- (i) at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury or property damage with not less than \$5,000,000 coverage per occurrence, as a result of or incidental to damage to the hydro, electrical mechanical or other Buildings systems or the Intelligent Leak Detection System caused by the Corporation (or any of its employees, contractors, agents, representatives and/or others for whom the Corporation is responsible at law).

ARTICLE 4

COVENANTS AND REPRESENTATIONS AND WARRANTIES OF EDDY HOME

4.1 Eddy Home's Covenants.

Eddy Home hereby covenants and agrees that it shall:

- (a) as required from time to time promptly maintain, repair and replace the Intelligent Leak Detection System, with such work to be performed by Eddy Home, its employees, agents and sub-contractors in a good, workmanlike manner and in accordance with Applicable Laws. The party responsible for the cost of such work shall be determined in accordance with Schedule B hereto; however, where (i) the Corporation (or a third party not authorized by Eddy Home) has moved the Intelligent Leak Detection System from the place of installation, (ii) service and repairs are necessary because the Intelligent Leak Detection System was used for an unintended or unauthorized purpose, or (iii) the Corporation (or a third party

not authorized by us) has removed, modified, repaired, disconnected or otherwise tampered with the Intelligent Leak Detection System, it shall be at Eddy's discretion as to whether it will undertake any required repairs and the costs of any such repairs will be borne entirely by the Corporation;

- (b) comply with all provisions of the applicable construction legislation in the province in which the Buildings are situated and shall take all steps necessary to ensure that no lien in respect of the supply and/or maintenance of the Intelligent Leak Detection System shall attach against the Units or the lands upon which they are situated. Provided that if any such lien arises, Eddy Home shall arrange, at Eddy Home's sole cost and expense, for such lien to be discharged or vacated within 10 Business Days of the date on which Eddy Home receives notice of such lien or Eddy Home shall take such legal proceedings and diligently pursue same (including, if necessary, seeking injunctive relief) so that the lien claimant cannot enforce its lien against the Units, the lands upon which they are situated or any part thereof; provided, however, that Eddy Home shall not be responsible for any construction lien relating to any work done or improvements for which the Corporation or its contractors is responsible;
- (c) maintain in good standing, at its sole cost and expense any licenses, permits or other authorizations that may be required by any and all Governmental Authorities to perform its obligations under this Agreement. If any of such licenses, permits or other authorizations is revoked, suspended, modified or limited in any material way, Eddy Home shall immediately inform the Corporation of same;
- (d) at its sole cost and expense, acquire and maintain a policy or policies of general liability insurance covering personal injury or property damage with not less than \$5,000,000 coverage per occurrence (which insurance shall also cover any of Eddy Home's employees, contractors, agents, representatives and/or others for whom Eddy Home is responsible at law); and
- (e) obtain the permission of the superintendent or manager of the Buildings before any of its employees, agents and sub-contractors enter the Buildings.

4.2 Eddy Home's Representations and Warranties.

Eddy Home hereby represents and warrants to the Corporation as follows:

- (a) Eddy Home is a corporation duly incorporated, is valid and subsisting under the laws of Ontario and is authorized to carry on business in the province in which the Buildings are situated. Eddy Home has all necessary corporate power, authority and legal capacity to enter into this Agreement and to perform all of its obligations under this Agreement. Eddy Home has taken all necessary corporate or other actions and proceedings to approve or authorize, validly and effectively, the entering into of, and the execution, delivery and performance of, this Agreement. This Agreement has been duly executed and delivered by Eddy Home

and is a legal, valid and binding obligation of it enforceable against it in accordance with its terms;

- (b) none of the execution, delivery or performance of this Agreement by Eddy Home will constitute or result in a violation or breach of or default under, or cause the termination of or the acceleration of any obligations of Eddy Home under any term or provision of any:
 - (i) of its articles, by-laws or other constating documents,
 - (ii) contract, agreement, lease, license, instrument, option, commitment, understanding or any other document, arrangement or obligation to which Eddy Home is a party or by which it is bound, or
 - (iii) Applicable Law or order of any court or other Governmental Authority;
- (c) Eddy Home is not required to obtain any consent, approval or waiver of a party under any contract, agreement, lease, license, instrument, option, commitment, understanding or any other document, arrangement or obligation to which Eddy Home is a party or by which it is bound to any of the transactions contemplated by this Agreement. Eddy Home is not required to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority as a condition to the lawful performance by it of this Agreement;
- (d) Eddy Home has all necessary licenses, authorizations and certifications to provide the Services and associated services as contemplated by this Agreement;
- (e) that the Intelligent Leak Detection System shall: (i) be delivered in unused condition; (ii) be free from material defects; and (iii) comply with all Applicable Laws;
- (f) there are no actions, suits, proceedings or other claims pending or, to its knowledge, threatened, against or affecting Eddy Home, at law or in equity or before or by any Governmental Authority, which could affect its ability to perform its obligations under this Agreement. To the knowledge of Eddy Home, there is no factual or legal basis on which any such actions, suits, proceedings or other claims might be commenced with any reasonable likelihood of success; and
- (g) Eddy Home is not a non-resident of Canada within the meaning of section 116 of the *Income Tax Act* (Canada).

ARTICLE 5 PAYMENTS AND BILLING PROCEDURE

5.1 Payments.

The Fees for the Corporation's use of the Intelligent Leak Detection System and use of the Services is set out on Schedule "D". Eddy Home will bill the Monitoring Fees

and the Corporation agrees to pay such amount by pre-authorized payment, credit card or any other payment method approved by Eddy Home. The Corporation will make all of the payments due under this Agreement, including HST and any other applicable taxes or permitted charges, in full by the date specified on each invoice. Should any payment be returned for non-sufficient funds, Eddy Home will be entitled to charge an additional \$25 when the invoice is re-issued. A late payment charge of 1.5% per month (for an effective rate of 19.56% per year) will apply to any late payment by the Corporation. The Corporation agrees that Eddy Home can charge any unpaid and outstanding amount, including any late payment charges, on the Corporation's account to the Corporation's credit card, bank account or any other payment method pre-authorized by the Corporation for payment of Eddy Home's charges at any time after such payments are due. For clarity, the Hardware and Installation Fees shall only apply in accordance with Section 6.5 herein.

5.2 Tax.

Fees do not include local, provincial, federal or foreign sales, use, value-added, excise or personal property or other similar taxes or duties now in force or enacted in the future imposed on the transaction and/or the delivery of the Intelligent Leak Detection System and Services, all of which the Corporation shall be responsible for and pay in full (without reduction for any offset, withholding or other claims) except those taxes based on the net income of Eddy Home. If the Corporation is exempt from the payment of any such taxes, upon execution of the Agreement, the Corporation shall provide Eddy Home with a valid tax exemption certificate authorized by the appropriate taxing authority

**ARTICLE 6
TERM AND TERMINATION**

6.1 Term.

The term of this Agreement (the "Term") shall be 7 years from the Commissioning Date unless the Agreement is otherwise terminated in accordance with its terms or by operation of law. After the expiry of the Term, the Agreement shall automatically continue on a month to month basis unless and until either Party provides thirty days' notice that it wishes to terminate this Agreement.

6.2 Termination by the Corporation

This Agreement may be terminated by the Corporation for any reason on the giving of sixty (60) notice days of termination to Eddy Home.

6.3 Termination for Breach.

This Agreement may be terminated by either party upon a breach of any material term of this Agreement by the other party (the "**Defaulting Party**") if such breach is not cured within thirty (30) days (in the case of a breach of a payment obligation) or ninety (90) days (in the case of a breach of any other obligation) of the Defaulting Party receiving written notice of such breach from the other party (the "**Non-Defaulting Party**"). Upon receipt of such a written

notice, the Defaulting Party shall take reasonable commercial efforts to cure such breach within the applicable cure period. Notwithstanding the foregoing, if, in the case of a breach of an obligation that is not a payment obligation that is not reasonably capable of being cured within the ninety (90) day cure period, the Defaulting Party has begun to take commercially reasonable efforts to commence to cure such breach within such ninety (90) day period then the Non-Defaulting Party shall not have the right to terminate this Agreement for such breach for so long as the Defaulting Party diligently takes commercially reasonable efforts to cure such breach. The Defaulting Party shall pay to the Non-Defaulting Party all damages, costs and expenses (including, without limitation, all legal fees on a substantial indemnity basis) incurred by the Non-Defaulting Party in enforcing the terms of this Agreement, together with interest thereon.

6.4 Additional Rights of Termination.

This Agreement may be terminated by either party if:

- (a) the other party admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency;
- (b) the other party institutes any proceeding or executes any agreement to authorize its participation in or commencement of any proceeding:
 - (i) seeking to adjudicate it a bankrupt or insolvent, or
 - (ii) seeking liquidation, dissolution winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of any province ; or
- (c) any proceeding is commenced against or affecting the other party:
 - (i) seeking to adjudicate it a bankrupt or insolvent;
 - (ii) seeking liquidation, dissolution, winding up, reorganization, arrangement, protection, relief or composition of it or any of its property or debt or making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws (including, without limitation, any application under the *Companies' Creditors Arrangement Act* (Canada) or any reorganization, arrangement or compromise of debt under the laws of any province); or
 - (iii) seeking appointment of a receiver, trustee, agent, custodian or other similar official for it or for any material part of its property;

and such proceeding is not being contested in good faith by appropriate proceedings and, if so contested, remains outstanding, undismissed and unstayed

more than sixty (60) days from the commencement of such first mentioned proceeding.

6.5 Consequences of Termination

- (a) In the event that this Agreement is terminated during the Term pursuant to Section 6.3 and Eddy Home is the “Defaulting Party” or is terminated by the Corporation pursuant to Section 6.4, Eddy Home shall, if so instructed by the Corporation, remove, at its own expense, all or part of the Intelligent Leak Detection System from the Buildings in which case the Corporation shall cooperate with Eddy Home and all termination, disconnection and removal fees incurred by Eddy Home to disconnect and remove all or any part of the Intelligent Leak Detection System shall be at the sole cost of Eddy Home. From and after termination of this Agreement, Eddy Home shall have no further obligation to provide the Services.
- (b) In the event that this Agreement (i) is terminated pursuant to Section 6.2, (ii) is terminated pursuant to Section 6.3 and the Corporation is the “Defaulting Party”, (iii) is terminated by Eddy Home pursuant to Section 6.4, or (iv) is terminated by the Corporation pursuant to Section 112 of the Act, the Corporation shall forthwith pay Eddy Home the balance of any unpaid Schedule “D” Hardware and Installation Fees which would have been payable had the Agreement not been terminated, and Eddy Home may remove all or part of the Intelligent Leak Detection System from the Buildings, save and except for the portion(s) of the Intelligent Leak Detection System within the units, at the Corporation’s expense, in which case the Corporation shall cooperate with Eddy Home in such removal.
- (c) Forthwith upon termination of this Agreement, Eddy Home shall cease provision of all Services and the Corporation shall thereafter have no further right to the Services or to any information concerning the Intelligent Leak Detection System, whether through the Eddy Apps or otherwise.

ARTICLE 7 INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification by the Corporation.

The Corporation shall, and does hereby agree to, fully and absolutely defend, indemnify and hold harmless Eddy Home and its officers, directors, employees and agents from and against all Damages and claims for Damages that any of them suffers or incurs arising out of or resulting from any of the following:

- (a) any breach or inaccuracy of any representation or warranty given by the Corporation set forth in this Agreement;
- (b) any failure of the Corporation to perform or fulfill any of its covenants or obligations under this Agreement or any instrument delivered hereunder;

- (c) any breach by any of its employees, contractors, agents or representatives of the Eddy Service Terms; and
- (d) any damage to the Intelligent Leak Detection System or injury caused by the negligence or wilful misconduct of the Corporation (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law).

7.2 Indemnification by Eddy Home

Eddy Home shall, and does hereby agree to, fully and absolutely defend, indemnify and hold harmless the Corporation and its officers, directors, employees and agents from and against all Damages and claims for Damages that any of them suffers or incurs arising out of or resulting from any of the following:

- (a) any breach or inaccuracy of any representation or warranty given by Eddy Home set forth in this Agreement;
- (b) any failure of Eddy Home to perform or fulfill any of its covenants or obligations under this Agreement or any instrument delivered hereunder;
- (c) any breach by any of its employees, contractors, agents, representatives with the terms of this Agreement;
- (d) any damage to the Buildings or injury caused by the wilful misconduct of Eddy Home (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law); and
- (e) any damage to the Buildings caused by Eddy Home (or any of its employees, agents, contractors, consultants or any other party for whom it is responsible in law) in the installation and/or removal of the Intelligent Leak Detection System in/from the Buildings.

7.3 Disclaimers of Warranties and Limited Liability.

Corporation acknowledges that:

- (a) The Services are intended to be accessed and used for information purposes and not for time-sensitive, life-saving or other critical purposes. While Eddy Home intends that the Services will be reliable, the Parties acknowledge that the Services are not intended to be, nor will they be, available or reliable 100% of the time. The Services are not connected to emergency services and Eddy Home is not responsible for contacting utility providers or emergency services. The Services may be suspended temporarily without notice for security reasons, system failures, maintenance and repair, or as otherwise required to improve the Services. The Services rely on third party service providers of the Corporation and Eddy Home (including wireless, mobile or internet providers) and Eddy

Home is not responsible for any failure of the Services caused by any third party service provider.

- (b) Without limiting Section 7.3(a): (i) in no event will Eddy Home be liable for any indirect, incidental, consequential, punitive or exemplary damages or liability (including reasonable attorneys' fees) that result from or are related to the Agreement or any of the Services or Intelligent Leak Detection System whether in contract, tort or otherwise even if Eddy Home knew or ought to have known of the possibility of such damages; and (ii) Eddy Home's total cumulative liability arising from or related to the Agreement or any of the Services or Intelligent Leak Detection System (including in respect of Section 7.2(a) to (d)) will be limited to an amount equal to 12 months' Service Fees, save and except for Eddy Home's liability arising out of 7.2(e) which will not be limited.
- (c) In no event will the Corporation be liable for any indirect, incidental, consequential, punitive or exemplary damages or liability (including reasonable attorneys' fees) that result from or are related to the Agreement or any of its obligations hereunder whether in contract, tort or otherwise even if the Corporation knew or ought to have known of the possibility of such damages; and (ii) the Corporation's total cumulative liability arising from or related to the Agreement or any of its obligations hereunder (including in respect of Section 7.2) will be limited to an amount equal to any of the remaining unpaid Hardware and Installation Fees. For clarity, and notwithstanding the foregoing, the parties acknowledge and agree that if there is exercise of termination rights pursuant to this Agreement, the Corporation's total cumulative liability arising from or related to this Agreement or any of its obligations hereunder (including in respect of Section 7.2) will be limited to the consequences set out in section 6.5.

ARTICLE 8 GENERAL PROVISIONS

8.1 Further Assurances.

Each of the parties hereby covenants and agrees that at any time and from time to time after the date of this Agreement it will, upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, agreements, documents, deeds, assignments, transfers, conveyances a assurances as may be necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the transactions contemplated hereby.

8.2 Notices.

Any demand, notice or other communication to be given in connection with this Agreement shall be given in writing and may be given by personal delivery (including by prepaid courier) or by facsimile transmission with the original to follow by mail addressed to the recipient as follows:

- (a) in the case of Eddy Home:

Eddy Home Inc.
5255 Yonge Street,
Suite 900, Toronto, ON M2N 6S6

Attn: Legal Dept.

- (b) in the case of Corporation:

[*]

or such other address, e-mail or individual as may be designated by notice by a party to the other party. A communication shall be conclusively deemed to have been given, sent, delivered and received: (i) if personally delivered on a Business Day, on that day; (ii) if personally delivered on a day that is not a Business Day, on the next Business Day; and (iii) if sent by e-mail, on the date sent (as can be shown by the sender's records). No party shall prevent, hinder or delay, or attempt to prevent, hinder or delay the service on that party of a communication.

8.3 Expenses of Parties.

Each of the parties shall bear its own expenses incurred by it in connection with this Agreement and the transactions contemplated by this Agreement except as set out herein.

8.4 Assignment.

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable, except as part of a financing, reorganization, acquisition, divestment or other similar activity.

8.5 Successors and Assigns.

This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

8.6 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, representations, warranties, statements, expressions of interest, bid letters, letters of intent, promises, information, arrangements, understandings, negotiations and discussions, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement. The parties further acknowledge and agree that, in entering into this Agreement, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement.

8.7 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Corporation or Eddy Home, as applicable. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

8.8 Remedies Cumulative.

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

8.9 Dispute Resolution.

In the event of a dispute regarding any matter related to this Agreement, including its interpretation and the services required to be provided hereunder, which the parties have attempted unsuccessfully to resolve with good faith negotiations, the parties agree to refer the dispute to a mediator. If the mediation does not result in the dispute being resolved, the parties agree that the dispute shall be determined by arbitration in accordance with the legislation governing arbitrations in the province in which the Buildings are situated. Until the dispute is resolved, the parties shall continue to honour their respective obligations under this Agreement.

8.10 Amendments.

No modification or amendment to this Agreement may be made unless agreed to by all of the parties in writing, provided that certain of the Schedules hereto may be amended by Eddy Home as specified in this Agreement.

8.11 Severability.

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation or agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

8.12 Force Majeure.

No party hereto shall be held responsible or liable or be deemed to be in default or in breach of this Agreement for its delay, failure or inability to meet any of its obligations under this Agreement (other than any obligation to pay money) caused by or arising from any cause which is unavoidable or beyond the reasonable control of such party, including war, warlike

operations, riot, insurrection, orders of government, strikes, lockouts, disturbances or any act of God or other cause which frustrates the performance of this Agreement, but this shall not include failure to perform as a result of financial inability or from failure to act diligently.

8.13 Counterparts.

This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by PDF format and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

8.14 Negotiation.

This Agreement has been negotiated and approved by counsel on behalf of all parties and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party by reason of the authorship of any of the provisions hereof.

8.15 Independent Legal Advice.

Each party acknowledges that it: (a) has read and understood this Agreement; and (b) has had the opportunity to obtain independent legal advice in connection with this Agreement and the provisions hereof and either has obtained independent legal advice or has chosen not to do so.

8.16 Relationship of the Parties.

The parties acknowledge and agree that (i) the relationship between the Corporation and Eddy Home shall be that of independent contractor, (ii) the Corporation and Eddy Home are not partners or joint venturers with each other or agents of one another, (iii) nothing herein shall be construed so as to make the Corporation or Eddy Home partners, joint venturers or agents or to impose any liability as partner, joint venturer or agent on the Corporation or Eddy Home. Nothing in this Agreement confers on either party any authority to act, or hold such party out as agent, for the other party or to bind the other party to perform any obligation to third parties, and the parties shall so inform all third parties with whom they deal.

8.17 Survival of Provisions.

ARTICLE 5, ARTICLE 7 and Sections 2.3, 3.1(h) and 6.4 shall survive termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

York Region Standard Condominium Corp.#: XXXX

Per _____
Name: _____
Title: _____

Per _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

EDDY HOME INC.

Per Allan
Name: Travis Allan
Title: CEO

I have authority to bind the Corporation

Schedule "A"

Buildings

Name of Building: Go.2

Municipal Address of Building:

100 Eagle Rock Way, Vaughan

312 Suites

Schedule “B”

Services

Eddy Home shall complete the following pursuant to the terms of the Agreement:

- 1) Complete the design, supply and installation of the Intelligent Leak Detection System in the Buildings in order to provide a monitoring system for leaks in the Building, including a platform to self-monitor and if applicable, remotely shut off water to certain areas throughout the Building.
- 2) Maintain, repair, replace, test, commission and (re)certify the Intelligent Leak Detection System in accordance with best industry practices and Applicable Laws. Establish and maintaining connectivity of the equipment to Eddy Home and to the Eddy App.

Schedule “C”

Specifications of the Intelligent Leak Detection System

Eddy Home will provide, operate and maintain the following equipment as part of the Intelligent Leak Detection System:

Specific equipment list

IQ Meter		2
Leak Sensor	1726	
Gateway		10
Link		12
Valve		12
Fitting	14	



All infrastructures located beyond the Intelligent Leak Detection System, including all pipes or plumbing fixtures to which any Eddy Home equipment will be affixed or connected, are the responsibility of the Corporation

Schedule "D"

Fees

Hardware and Installation Fees:

If applicable pursuant to Section 6.5, the Corporation shall pay to Eddy Home the Hardware and Installation Fee on the termination of this Agreement by making a one time payment in the amount equal to the product obtained by multiplying the aggregate number of units in the Buildings by \$300 CAD

Monitoring Fees:

The Corporation shall pay to Eddy Home throughout the Term a monthly Monitoring Fee in an amount equal to the product obtained by multiplying the aggregate number of units in the Buildings by \$19.65 CAD, such Monitoring Fee to be payable monthly on the 1st day of each month from and after the Commissioning Date.

Eddy Home shall have the right to increase the Monitoring Fees on an annual basis provided such increase in not more than 2.5% of the amount payable per unit.



Pemberton



COMPREHENSIVE WATER PROTECTION

You are
protected with

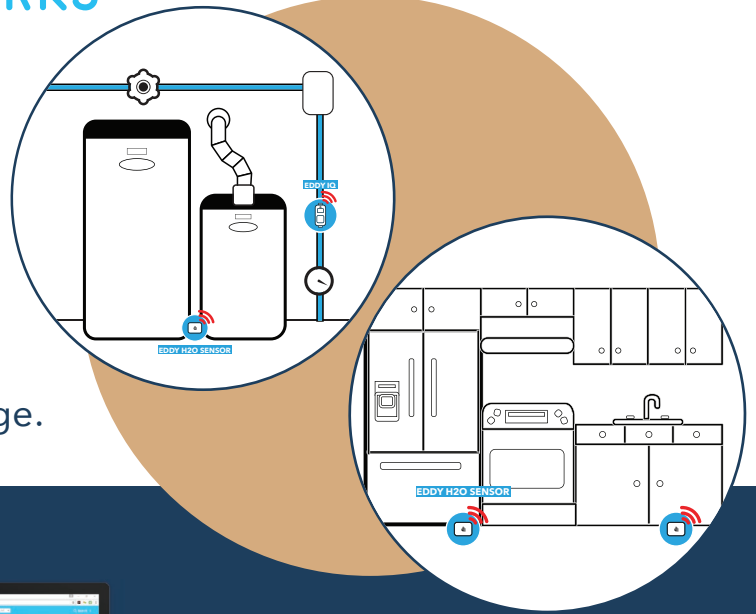
**INTELLIGENT
LEAK
DETECTION**

Water is Your Biggest Risk. And It's Everywhere.

Eddy's comprehensive system has been installed in the building to ensure that the moment an issue is detected, it is immediately mitigated to protect you and your property.

HOW THE EDDY SYSTEM WORKS

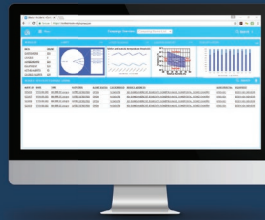
Eddy's sensors are placed in your suite next to water sources to track and alert Property Management to issues. Sensors and shutoffs are installed in and around water sources in the building, including the risers, water main, boiler room, and in common areas to ensure the building is completely protected against water damage.



H2O SENSOR



IQ



PROPERTY MANAGER DASHBOARD



SHUTOFF VALVE



LINK

Water damage accounts for billions in damages every year, making it the single greatest risk facing property owners. A comprehensive, intelligent system has been installed in the building to protect you.

BENEFITS OF EDDY



LEAK DETECTION

24/7 MONITORING



INSTANT NOTIFICATIONS & ACTIONS TO MANAGEMENT

INSURANCE DISCOUNTS

Residents may qualify for insurance discounts, including with **TD Insurance**. Visit tdinsurance.com/eddysolutions for a quote.

Or contact your existing insurance company to find out more.

For further information, please visit Eddysolutions.com/Pemberton



Pemberton

