

9th & MAIN

Stouffville, Ontario

Disclosure Statement Amendment

Dated: February 12, 2021

This is an amendment to the disclosure statement dated April 8, 2018 (the "Disclosure Statement") by Ninth and Main General Partner Inc., in its capacity as general partner of and on behalf of Ninth and Main Limited Partnership, the declarant (the "Declarant") of the condominium project marketed as 9th & MAIN, in Stouffville, 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. Two residential dwelling units on level 8 have been combined therefore the number of residential dwelling units has decreased from 246 to 245. The number of parking units has decreased from 254 to 252, the number of combined parking/locker units has increased from 30 to 32 and the number of locker units has increased from 184 to 196.
2. The percentage of the common interests appurtenant to and the percentage of contribution to common expenses allocated to various residential dwelling units have been amended.
3. The Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit have been amended.
4. The following agreement is an additional agreement required to be described under section 72(3)(n) of the Act:

(a) **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.6 attached hereto as Schedule XIV for further details as to the terms and provisions of the Water Leakage Detection Agreement.

The foregoing amendments 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 “C” of the Declaration - 4 Pages in the Disclosure Statement (schedule to the Declaration) | Schedule “C” of the Declaration - 4 Pages attached (schedule to the Declaration) |
| 2. | Schedule I - Declaration | Schedule “D” of the Declaration - 5 Pages in the Disclosure Statement (schedule to the Declaration) | Schedule “D” of the Declaration - 5 Pages attached (schedule to the Declaration) |
| 3. | Schedule I - Declaration | Schedule “F” of the Declaration - 1 Page in the Disclosure Statement (schedule to the Declaration) | Schedule “F” of the Declaration - 1 Page attached (schedule to the Declaration) |
| 4. | Schedule VII - Budget Statement and Schedule to the Budget Showing the Monthly Common Element Fees per Unit | Budget and Schedule to the Budget Showing the Monthly Common Element Fees per Unit - 17 Pages in the Disclosure Statement | Budget and Schedule to the Budget Showing the Monthly Common Element Fees per Unit - 17 Pages attached |
| 5. | Schedule IX – Proposed Sketch of Site | Schedule IX – Proposed Sketch of Site – Level 8 ONLY – 1 Page in the Disclosure Statement | Schedule IX – Proposed Sketch of Site – Level 8 ONLY – 1 Page attached |
| 6. | NEW: Schedule XIV – A copy of the Corporation’s proposed By-Law No. 6 | N/A | A copy of the Corporation’s proposed By-Law No. 6 – 23 Pages attached |

SCHEDULE “C”

Each Residential Dwelling Unit, Parking Unit, Locker Unit, Combined Parking/ Locker Unit and Guest Suite Unit shall comprise the area within the heavy lines shown on Part 1, Sheets __ to __, inclusive, of the description with respect to the unit numbers indicated thereon. The monuments controlling the extent of the units are the physical surfaces referred to immediately below, and are illustrated on Part 1, Sheets __ to __, inclusive, of the description, and all dimensions shall have reference to them.

Without limiting the generality of the foregoing, the boundaries of each Residential Dwelling Unit, Parking Unit, Locker Unit, Combined Parking/ Locker Unit and Guest Suite Unit are as follows:

BOUNDARIES OF THE RESIDENTIAL DWELLING UNITS

(Being Units 7 and 24 on Level 1, Units 1 to 42, inclusive, on Levels 3, 4, 5 and 6, Units 1 to 28, inclusive, on Level 7, Units 1 to 15, inclusive, on Level 8 on Part 1, Sheets __ of the Description filed concurrently herewith):

1. Each Residential Dwelling Unit shall be bounded vertically by:
 - i) The upper surface and plane of the unfinished concrete floor slab and production.
 - ii) The lower surface and plane of the unfinished concrete ceiling slab and production.
 - iii) The upper surface and plane and production of the drywall suspended ceiling where applicable on Level __.

2. Each Residential Dwelling Unit shall be bounded horizontally by:
 - i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
 - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
 - iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

BOUNDARIES OF THE RESIDENTIAL DWELLING UNITS CONTAINING STORAGE AREA

(Being Units 9, 10, 26, and 27 on Level 1 on Part 1, Sheets __ of the Description filed concurrently herewith):

1. Each Residential Dwelling Unit containing Storage Area shall be bounded vertically by:
 - i) The upper surface and plane of the unfinished concrete floor slab and production.
 - ii) The lower surface and plane of the unfinished concrete ceiling slab and production.
 - iii) The upper surface and plane and production of the drywall suspended ceiling where applicable on Level __.

2. Each Residential Dwelling Unit containing Storage Area shall be bounded horizontally by one or more of:
 - i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
 - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.

- iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
- iv) The unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

BOUNDARIES OF THE RESIDENTIAL DWELLING UNITS CONTAINING STORAGE AREA, GARBAGE AREA AND PARKING AREA

(Being Units 1 to 6, inclusive, 8, 11 to 23, inclusive, 25, 28 to 34, inclusive, on Level 1 on Part 1, Sheets __ of the Description filed concurrently herewith):

1. Each Residential Dwelling Unit containing Storage Area, Garbage Area and Parking Area shall be bounded vertically by one or more of:
 - ii) The upper surface and plane of the unfinished concrete floor slab and production.
 - iii) The lower surface and plane of the unfinished concrete ceiling slab and production.
 - iv) The upper surface and plane and production of the drywall suspended ceiling where applicable on Level __.
 - v) The upper surface and plane of the unfinished concrete garbage floor slab and production.
 - vi) The plane 2.00 metres above and parallel to the upper surface and plane of the unfinished concrete garage floor slab measured perpendicularly therefrom.

2. Each Residential Dwelling Unit containing Storage Area, Garbage Area and Parking Area shall be bounded horizontally by one or more of:
 - i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
 - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
 - iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.
 - iv) The vertical plane established by measurements.
 - v) The vertical plane established by the line and face of concrete columns and/or the production thereof.
 - vi) The vertical plane established by the centreline of columns and/or the production thereof.
 - vii) The unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
 - viii) The vertical plane established by the centreline of column and perpendicular to the face of concrete/concrete block wall and/or the production thereof.
 - ix) The vertical plane established by measurements and perpendicular to the face of concrete/concrete block wall or column and/or the production.
 - x) The vertical plane establish by the face of the column and perpendicular to the face of the concrete/ concrete block wall.

BOUNDARIES OF THE PARKING UNITS

(Being 252 Units on Levels A, 1 and 2 as illustrated on Part 1, Sheet __ of the Description filed concurrently herewith):

1. Each Parking Unit is bounded vertically by:
 - i) The upper surface and plane of the unfinished concrete garage floor slab and production.
 - ii) The plane 2.00 metres above and parallel to the upper surface and plane of the unfinished concrete garage floor slab measured perpendicularly therefrom.

2. Each Parking Unit is bounded horizontally by:
 - i) The vertical plane established by measurements.
 - ii) The vertical plane established by the line and face of concrete columns and/or the production thereof.
 - iii) The vertical plane established by the centreline of columns and/or the production thereof.
 - iv) The unit side surface and plane of the concrete/concrete block wall and/or the production thereof.
 - v) The vertical plane established by the centreline of column and perpendicular to the face of concrete/concrete block wall and/or the production thereof.
 - vi) The vertical plane established by measurements and perpendicular to the face of concrete/concrete block wall or column and/or the production.
 - vii) The vertical plane establish by the face of the column and perpendicular to the face of the concrete/ concrete block wall.

BOUNDARIES OF THE LOCKER UNITS

(Being 196 Units on Levels A, 3, 4, 5, and 6 as illustrated on Part 1, Sheet ___ of the Description filed concurrently herewith)

1. Each Locker Unit shall be bounded vertically by:
 - i) The upper surface and plane of the unfinished concrete floor slab and production.
 - ii) The lower surface and plane of the steel wire mesh and frames forming the ceiling

2. Each Locker Unit shall be bounded horizontally by one or a combination of:
 - i) The unit side surface and plane of the steel wire mesh and frame walls separating the unit from another such unit or from the common elements.
 - ii) The unit side surface and plane and production of the concrete/concrete block walls or columns separating the unit from another such unit or from the common elements.
 - iii) The unit side surface and plane of the steel wire mesh door in closed position.

BOUNDARIES OF THE COMBINED PARKING/ LOCKER UNITS

(Being 32 Units on Level A as illustrated on Part 1, Sheets ___ of the description filed concurrently herewith):

1. Each Combined Parking/ Locker Unit is bounded vertically by one or a combination of:
 - i) The upper surface and plane of the unfinished concrete floor slab.
 - ii) The lower surface and plane of the unfinished concrete ceiling slab.
 - iii) The upper surface and plane of the unfinished concrete garage floor slab and production.
 - iv) The plane 2.00 metres above and parallel to the upper surface and plane of the unfinished concrete garage floor slab measured perpendicularly therefrom.

2. Each Combined Parking/ Locker Unit is bounded horizontally by one or a combination of:
 - i) The unit side surface and plane of the concrete or concrete block perimeter walls and walls separating said units from other units or from the common elements.
 - ii) The vertical plane established by measurements.
 - iii) The vertical plane established by the line and face of concrete columns and/or the production thereof.
 - iv) The vertical plane established by the centreline of columns and/or the production thereof.
 - v) The unit side surface and plane of the concrete/concrete block wall and/or the production thereof.

- vi) The vertical plane established by the centreline of column and perpendicular to the face of concrete/concrete block wall and/or the production thereof.
- vii) The vertical plane established by measurements and perpendicular to the face of concrete/concrete block wall or column and/or the production.
- viii) The vertical plane establish by the face of the column and perpendicular to the face of the concrete/ concrete block wall.

BOUNDARIES OF THE GUEST SUITE UNITS

(Being Units 1 and 2 on Level 2 on Part 1, Sheet ___ of the Description filed concurrently herewith):

- 1. Each Guest Suite Unit shall be bounded vertically by:
 - i) The upper surface and plane of the unfinished concrete floor slab and production.
 - ii) The lower surface and plane of the unfinished concrete ceiling slab and production.
 - iii) The upper surface and plane and production of the drywall suspended ceiling where applicable on Level ___.

- 2. Each Guest Suite Unit shall be bounded horizontally by:
 - i) The backside surface and plane and production of the drywall sheathing on all exterior walls or walls separating the unit from another unit or from the common element.
 - ii) The unfinished unit side surface and plane of the exterior doors and door frames, windows and window frames and the unit side surfaces of all glass panels located therein, the said windows and exterior doors being in a closed position.
 - iii) In the vicinity of ducts, pipe spaces and concrete columns, the unit boundaries are the backside surface of the drywall sheathing enclosing said ducts, pipe spaces and concrete columns.

I hereby certify that the written description of the monuments and boundaries of the Units contained herein accurately corresponds with the diagrams of the Units shown on Part 1, Sheets ___ to ___, inclusive, of the Description.

Dated

R. DenBroeder
Ontario Land Surveyor

Reference should be made to the provisions of the Declaration itself, in order to determine the maintenance and repair responsibilities for any Unit, and whether specific physical components (such as any wires, pipes, cables, conduits, equipment, fixtures, structural components and/or any other appurtenances) are included or excluded from the Unit, regardless of whether same are located within or beyond the boundaries established for such Unit.

9TH & MAIN
BUILDING A & B

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 BULK INTERNET</u> | <u>CONTRIBUTION TO EDDY SYSTEM</u> | <u>% CONTRIBUTION TO COMMON EXPENSES</u> | <u>% INTEREST IN COMMON ELEMENTS</u> |
|-----------------|------------------|--|------------------------------------|--|--------------------------------------|
| 1 | 1 | 0.4080 | 0.4080 | 0.6163 | 0.6673 |
| 2 | 1 | 0.4082 | 0.4082 | 0.5037 | 0.5223 |
| 3 | 1 | 0.4082 | 0.4082 | 0.5037 | 0.5223 |
| 4 | 1 | 0.4082 | 0.4082 | 0.5141 | 0.5331 |
| 5 | 1 | 0.4082 | 0.4082 | 0.5141 | 0.5331 |
| 6 | 1 | 0.4080 | 0.4080 | 0.5306 | 0.5503 |
| 7 | 1 | 0.4082 | 0.4082 | 0.4555 | 0.4742 |
| 8 | 1 | 0.4080 | 0.4080 | 0.5027 | 0.5456 |
| 9 | 1 | 0.4082 | 0.4082 | 0.4660 | 0.4847 |
| 10 | 1 | 0.4080 | 0.4080 | 0.4968 | 0.5412 |
| 11 | 1 | 0.4080 | 0.4080 | 0.5276 | 0.5471 |
| 12 | 1 | 0.4082 | 0.4082 | 0.5128 | 0.5316 |
| 13 | 1 | 0.4082 | 0.4082 | 0.5141 | 0.5331 |
| 14 | 1 | 0.4080 | 0.4080 | 0.5276 | 0.5471 |
| 15 | 1 | 0.4080 | 0.4080 | 0.5276 | 0.5471 |
| 16 | 1 | 0.4082 | 0.4082 | 0.5128 | 0.5316 |
| 17 | 1 | 0.4080 | 0.4080 | 0.5848 | 0.6331 |
| 18 | 1 | 0.4080 | 0.4080 | 0.6163 | 0.6673 |
| 19 | 1 | 0.4082 | 0.4082 | 0.5037 | 0.5223 |
| 20 | 1 | 0.4082 | 0.4082 | 0.5037 | 0.5223 |
| 21 | 1 | 0.4082 | 0.4082 | 0.5141 | 0.5331 |
| 22 | 1 | 0.4082 | 0.4082 | 0.5141 | 0.5331 |
| 23 | 1 | 0.4080 | 0.4080 | 0.5306 | 0.5503 |
| 24 | 1 | 0.4082 | 0.4082 | 0.4554 | 0.4742 |
| 25 | 1 | 0.4080 | 0.4080 | 0.5027 | 0.5456 |
| 26 | 1 | 0.4082 | 0.4082 | 0.4660 | 0.4847 |
| 27 | 1 | 0.4080 | 0.4080 | 0.4968 | 0.5412 |
| 28 | 1 | 0.4080 | 0.4080 | 0.5276 | 0.5471 |
| 29 | 1 | 0.4082 | 0.4082 | 0.5128 | 0.5316 |
| 30 | 1 | 0.4082 | 0.4082 | 0.5141 | 0.5331 |
| 31 | 1 | 0.4080 | 0.4080 | 0.5276 | 0.5471 |
| 32 | 1 | 0.4080 | 0.4080 | 0.5276 | 0.5471 |
| 33 | 1 | 0.4082 | 0.4082 | 0.5128 | 0.5316 |
| 34 | 1 | 0.4080 | 0.4080 | 0.5848 | 0.6331 |
| 1 | 2 | 0.0000 | 0.0000 | 0.0000 | 0.0001 |
| 2 | 2 | 0.0000 | 0.0000 | 0.0000 | 0.0001 |
| 1 | 3 | 0.4082 | 0.4082 | 0.2519 | 0.2356 |
| 2 | 3 | 0.4082 | 0.4082 | 0.2220 | 0.2075 |
| 3 | 3 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 4 | 3 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 5 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 6 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 7 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 8 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 9 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 10 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 11 | 3 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 12 | 3 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 13 | 3 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 14 | 3 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 15 | 3 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 16 | 3 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 17 | 3 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |

9TH & MAIN
BUILDING A & B

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 BULK INTERNET</u> | <u>CONTRIBUTION TO EDDY SYSTEM</u> | <u>% CONTRIBUTION TO COMMON EXPENSES</u> | <u>% INTEREST IN COMMON ELEMENTS</u> |
|-----------------|------------------|--|------------------------------------|--|--------------------------------------|
| 18 | 3 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 19 | 3 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 20 | 3 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 21 | 3 | 0.4082 | 0.4082 | 0.2437 | 0.2278 |
| 22 | 3 | 0.4082 | 0.4082 | 0.2520 | 0.2356 |
| 23 | 3 | 0.4082 | 0.4082 | 0.2220 | 0.2075 |
| 24 | 3 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 25 | 3 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 26 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 27 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 28 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 29 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 30 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 31 | 3 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 32 | 3 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 33 | 3 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 34 | 3 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 35 | 3 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 36 | 3 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 37 | 3 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 38 | 3 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 39 | 3 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 40 | 3 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 41 | 3 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 42 | 3 | 0.4082 | 0.4082 | 0.2437 | 0.2278 |
| 1 | 4 | 0.4082 | 0.4082 | 0.2970 | 0.2777 |
| 2 | 4 | 0.4082 | 0.4082 | 0.4270 | 0.4447 |
| 3 | 4 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 4 | 4 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 5 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 6 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 7 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 8 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 9 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 10 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 11 | 4 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 12 | 4 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 13 | 4 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 14 | 4 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 15 | 4 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 16 | 4 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 17 | 4 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 18 | 4 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 19 | 4 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 20 | 4 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 21 | 4 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 22 | 4 | 0.4082 | 0.4082 | 0.2970 | 0.2777 |
| 23 | 4 | 0.4082 | 0.4082 | 0.4270 | 0.4447 |
| 24 | 4 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 25 | 4 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 26 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 27 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 28 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 29 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 30 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |

9TH & MAIN
BUILDING A & B

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 BULK INTERNET</u> | <u>CONTRIBUTION TO EDDY SYSTEM</u> | <u>% CONTRIBUTION TO COMMON EXPENSES</u> | <u>% INTEREST IN COMMON ELEMENTS</u> |
|-----------------|------------------|--|------------------------------------|--|--------------------------------------|
| 31 | 4 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 32 | 4 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 33 | 4 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 34 | 4 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 35 | 4 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 36 | 4 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 37 | 4 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 38 | 4 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 39 | 4 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 40 | 4 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 41 | 4 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 42 | 4 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 1 | 5 | 0.4082 | 0.4082 | 0.2970 | 0.2777 |
| 2 | 5 | 0.4082 | 0.4082 | 0.4270 | 0.4447 |
| 3 | 5 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 4 | 5 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 5 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 6 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 7 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 8 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 9 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 10 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 11 | 5 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 12 | 5 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 13 | 5 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 14 | 5 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 15 | 5 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 16 | 5 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 17 | 5 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 18 | 5 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 19 | 5 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 20 | 5 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 21 | 5 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 22 | 5 | 0.4082 | 0.4082 | 0.2970 | 0.2777 |
| 23 | 5 | 0.4082 | 0.4082 | 0.4270 | 0.4447 |
| 24 | 5 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 25 | 5 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 26 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 27 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 28 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 29 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 30 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 31 | 5 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 32 | 5 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 33 | 5 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 34 | 5 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 35 | 5 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 36 | 5 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 37 | 5 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 38 | 5 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 39 | 5 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 40 | 5 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 41 | 5 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 42 | 5 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 1 | 6 | 0.4082 | 0.4082 | 0.2970 | 0.2777 |

9TH & MAIN
BUILDING A & B

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 BULK INTERNET</u> | <u>CONTRIBUTION TO EDDY SYSTEM</u> | <u>% CONTRIBUTION TO COMMON EXPENSES</u> | <u>% INTEREST IN COMMON ELEMENTS</u> |
|-----------------|------------------|--|------------------------------------|--|--------------------------------------|
| 2 | 6 | 0.4082 | 0.4082 | 0.4270 | 0.4447 |
| 3 | 6 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 4 | 6 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 5 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 6 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 7 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 8 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 9 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 10 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 11 | 6 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 12 | 6 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 13 | 6 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 14 | 6 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 15 | 6 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 16 | 6 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 17 | 6 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 18 | 6 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 19 | 6 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 20 | 6 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 21 | 6 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 22 | 6 | 0.4082 | 0.4082 | 0.2970 | 0.2777 |
| 23 | 6 | 0.4082 | 0.4082 | 0.4270 | 0.4447 |
| 24 | 6 | 0.4082 | 0.4082 | 0.2203 | 0.2059 |
| 25 | 6 | 0.4082 | 0.4082 | 0.2236 | 0.2091 |
| 26 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 27 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 28 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 29 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 30 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 31 | 6 | 0.4082 | 0.4082 | 0.2286 | 0.2138 |
| 32 | 6 | 0.4082 | 0.4082 | 0.4001 | 0.3901 |
| 33 | 6 | 0.4082 | 0.4082 | 0.3986 | 0.3885 |
| 34 | 6 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 35 | 6 | 0.4082 | 0.4082 | 0.3906 | 0.3651 |
| 36 | 6 | 0.4082 | 0.4082 | 0.2102 | 0.1966 |
| 37 | 6 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 38 | 6 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 39 | 6 | 0.4080 | 0.4080 | 0.4806 | 0.5242 |
| 40 | 6 | 0.4082 | 0.4082 | 0.4661 | 0.4851 |
| 41 | 6 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 42 | 6 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 1 | 7 | 0.4080 | 0.4080 | 0.4663 | 0.5086 |
| 2 | 7 | 0.4080 | 0.4080 | 0.5865 | 0.6396 |
| 3 | 7 | 0.4080 | 0.4080 | 0.5879 | 0.6413 |
| 4 | 7 | 0.4080 | 0.4080 | 0.5879 | 0.6413 |
| 5 | 7 | 0.4080 | 0.4080 | 0.6250 | 0.6817 |
| 6 | 7 | 0.4080 | 0.4080 | 0.6294 | 0.6864 |
| 7 | 7 | 0.4080 | 0.4080 | 0.5651 | 0.6162 |
| 8 | 7 | 0.4082 | 0.4082 | 0.3104 | 0.2902 |
| 9 | 7 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 10 | 7 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 11 | 7 | 0.4080 | 0.4080 | 0.4835 | 0.5274 |
| 12 | 7 | 0.4080 | 0.4080 | 0.4690 | 0.4881 |
| 13 | 7 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 14 | 7 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |

9TH & MAIN
BUILDING A & B

SCHEDULE 'D'

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

| UNIT NO. | LEVEL NO. | % CONTRIBUTION TO BULK INTERNET | CONTRIBUTION TO EDDY SYSTEM | % CONTRIBUTION TO COMMON EXPENSES | % INTEREST IN COMMON ELEMENTS |
|---------------------------------------|---------------|------------------------------------|--------------------------------|--------------------------------------|----------------------------------|
| 15 | 7 | 0.4080 | 0.4080 | 0.4663 | 0.5086 |
| 16 | 7 | 0.4080 | 0.4080 | 0.5865 | 0.6396 |
| 17 | 7 | 0.4080 | 0.4080 | 0.5879 | 0.6413 |
| 18 | 7 | 0.4080 | 0.4080 | 0.5879 | 0.6413 |
| 19 | 7 | 0.4080 | 0.4080 | 0.6250 | 0.6817 |
| 20 | 7 | 0.4080 | 0.4080 | 0.6293 | 0.6864 |
| 21 | 7 | 0.4080 | 0.4080 | 0.5651 | 0.6162 |
| 22 | 7 | 0.4082 | 0.4082 | 0.3104 | 0.2902 |
| 23 | 7 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 24 | 7 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 25 | 7 | 0.4080 | 0.4080 | 0.4835 | 0.5274 |
| 26 | 7 | 0.4080 | 0.4080 | 0.4690 | 0.4881 |
| 27 | 7 | 0.4082 | 0.4082 | 0.4129 | 0.4025 |
| 28 | 7 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 1 | 8 | 0.4082 | 0.4082 | 0.4496 | 0.4681 |
| 2 | 8 | 0.4082 | 0.4082 | 0.3104 | 0.2902 |
| 3 | 8 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 4 | 8 | 0.4082 | 0.4082 | 0.2154 | 0.2013 |
| 5 | 8 | 0.4080 | 0.4080 | 0.5908 | 0.6441 |
| 6 | 8 | 0.4080 | 0.4080 | 0.5636 | 0.6147 |
| 7 | 8 | 0.4082 | 0.4082 | 0.2153 | 0.2013 |
| 8 | 8 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 9 | 8 | 0.4082 | 0.4082 | 0.4496 | 0.4681 |
| 10 | 8 | 0.4082 | 0.4082 | 0.3104 | 0.2902 |
| 11 | 8 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| 12 | 8 | 0.4082 | 0.4082 | 0.2154 | 0.2013 |
| 13 | 8 | 0.4080 | 0.4080 | 0.5906 | 0.6441 |
| 14 | 8 | 0.4082 | 0.4082 | 0.7479 | 0.8160 |
| 15 | 8 | 0.4082 | 0.4082 | 0.3889 | 0.3635 |
| TOTAL RESIDENTIAL PERCE | | 100.0000 | 100.0000 | 92.0932 | 92.0932 |
| PARKING UNITS (0.0219 EACH) | | | | | |
| 252 | L A,1 & 2 | 0.0000 | 0.0000 | 5.5188 | 5.5188 |
| 54 | L 1 | 0.0000 | 0.0000 | | |
| LOCKER UNITS (0.0074 EACH) | | | | | |
| 196 | L A,3,4,5 & 6 | 0.0000 | 0.0000 | 1.4504 | 1.4504 |
| 32 | L 1 | 0.0000 | 0.0000 | | |
| PARKING / LOCKER UNITS (0.0293 EACH) | | | | | |
| 32 | L 1 | 0.0000 | 0.0000 | 0.9376 | 0.9376 |
| TOTAL PERCENTAGE | | 100.0000 | 100.0000 | 100.0000 | 100.0000 |

SCHEDULE “F”

The owner of each Unit shall have the exclusive use, subject to the provisions of the Act, the Declaration, the By-laws and rules of the Corporation and any rules and regulations passed pursuant thereto, of the following areas:

(A) BALCONY/TERRACE

The owners of Units 1 to 42, Levels 3, 4, 5 and 6, Units 1-28, Level 7 and Units 1-15, Level 8 from which there is sole and direct access to a balcony(ies) and/or terrace adjacent to their unit shall have the sole use and enjoyment of such balcony/terrace area as illustrated on Part 1, Sheets ___ of the Description.

(B) PATIOS

The Patio spaces on Level 1, being Exclusive Use portions of the Common Elements with the prefix “P” are illustrated on Part 2, Sheet 1 of the description. Each Owner of a Residential Dwelling Unit shall have the exclusive use of a Patio designated as follows:

| <u>Unit</u> | <u>Level</u> | <u>Patio</u> |
|--------------------|---------------------|---------------------|
| 1 | 1 | P1 |
| 2 | 1 | P2 |
| 3 | 1 | P3 |
| 4 | 1 | P4 |
| 5 | 1 | P5 |
| 6 | 1 | P6 |
| 7 | 1 | P7 |
| 18 | 1 | P18 |
| 19 | 1 | P19 |
| 20 | 1 | P20 |
| 21 | 1 | P21 |
| 22 | 1 | P22 |
| 23 | 1 | P23 |
| 24 | 1 | P24 |

SCHEDULE VII

9th AND MAIN

BUDGET STATEMENT

9th AND MAIN

**BUDGET STATEMENT FOR THE COMMON EXPENSES FOR THE YEAR
FOLLOWING REGISTRATION OF THE DECLARATION AND DESCRIPTION OF
THE 9TH AND MAIN CONDOMINIUM
STOUFFVILLE, ONTARIO**

I REVENUE

| | | |
|----------------------|--------------|-----------|
| Common Charges | 1,903,389 | |
| Interest Income | <u>1,511</u> | |
| TOTAL REVENUE | | 1,904,900 |

II OPERATING EXPENDITURES

A. UTILITIES

| | | |
|------------------------|----------------|---------|
| Hydro | 313,000 | |
| Water Sewage | 136,000 | |
| Gas | <u>140,000</u> | |
| TOTAL UTILITIES | | 589,000 |

B. REPAIRS AND MAINTENANCE

| | | |
|---|--------------|--------|
| Windows | 800 | |
| Electrical | 1,500 | |
| Plumbing | 3,000 | |
| Painting / Common Element Maintenance | 4,000 | |
| Fitness Equipment | 3,000 | |
| Garage Door / Gate Arm | 3,000 | |
| Carpets | 8,000 | |
| Locks and Doors | 2,000 | |
| Fire Safety | 12,000 | |
| Indoor / Outdoor Amenities & Recreation Expense | 6,000 | |
| Security Access Equipment | 2,300 | |
| Mechanical | 2,000 | |
| Miscellaneous | <u>2,400</u> | |
| TOTAL REPAIRS AND MAINTENANCE | | 50,000 |

C. SERVICE CONTRACTS

| | | |
|---------------------------------|---------------|---------|
| Pest Control | 1,800 | |
| Window Cleaning | 15,000 | |
| Garage Power Washing | 10,000 | |
| Elevators | 34,000 | |
| Property Management | 135,000 | |
| Landscaping / Snow Ploughing | 33,200 | |
| Telephone / Enterphone | 8,000 | |
| Concierge / Security | 240,000 | |
| Generator Maintenance | 5,500 | |
| Waste Removal | 25,000 | |
| Housekeeping | 131,000 | |
| Tractor Lease | 7,000 | |
| HVAC – Preventative Maintenance | 36,000 | |
| Lawn Irrigation System | 2,000 | |
| HVAC Heat Pump Maintenance | <u>18,000</u> | |
| TOTAL CONTRACTS | | 701,500 |

| | | |
|--|--------------|--------------------|
| D. <u>STAFF</u> | | |
| Superintendent | 56,000 | |
| Employee Benefits | <u>9,000</u> | |
| TOTAL STAFF | | 65,000 |
| E. <u>SUPPLIES</u> | | |
| Lighting Supplies | 5,000 | |
| Cleaning Supplies | 5,000 | |
| Maintenance Supplies | 2,000 | |
| Small Tools / Equipment | 2,500 | |
| Landscaping / Non Contract | 1,500 | |
| Miscellaneous | <u>2,000</u> | |
| TOTAL SUPPLIES | | 18,000 |
| F. <u>INSURANCE</u> | | 48,400 |
| G. <u>GENERAL AND MAINTENANCE</u> | | |
| General Meetings | 3,500 | |
| Office Supplies / Equipment | 6,500 | |
| Bank Charges | 1,200 | |
| Guest Suite Mortgage | 0 | |
| Guest Suite Property Taxes | 523 | |
| Guest Suite Land Transfer Tax | 4,000 | |
| Legal Fees | 2,000 | |
| Audit Fees | 6,560 | |
| Condominium Administrative Fee (CAO) | 2,940 | |
| Internet Web Page Maintenance/Administration | <u>6,098</u> | |
| TOTAL GENERAL AND MAINTENANCE | | 33,321 |
| H. <u>PERFORMANCE AUDIT</u> | | 28,000 |
| TOTAL OPERATING EXPENSES | | 1,533,221 |
| I. <u>CONTRIBUTION TO RESERVE FUND</u> | | |
| Reserve Fund Provision | 223,000 | |
| Reserve Fund Study Provision | <u>7,000</u> | |
| TOTAL RESERVE FUND CONTRIBUTION | | 230,000 |
| J. HIGH SPEED BULK INTERNET | | 76,411 |
| K. EDDY WATER SYSTEM | | 65,268 |
| TOTAL EXPENDITURES | | \$1,904,900 |

9TH AND MAIN

BUDGET NOTES

I INDIVIDUAL UNIT ASSESSMENT

The monthly common expense for each unit is determined by dividing each of; (i) the total budgeted High Speed Bulk Internet charges attributed to the Property (\$76,410.60), the total budgeted Eddy Water System charges attributed to the Property (\$65,268.00) and, (iii) the total of all Other budgeted common expense charges attributed to the Property (\$1,761,710.04) by twelve (12) to determine the monthly assessment. The High Speed Bulk Internet amount is then multiplied by the unit's percentage contribution to the Bulk Internet, as shown in Schedule "D" of the proposed Declaration attributed to the Bulk Internet charges. 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 of all three (3) amounts are added together to find the total monthly individual common charge.

1. **Total Monthly Common Charges**

$$\text{\$1,903,389} \div 12 = \text{\$158,615,75}$$

2. **Monthly Individual Common Charge**

The individual unit monthly common charge for High Speed Bulk Internet is determined by multiplying the total monthly charge for High Speed Bulk Internet (\$6,367.55) by the percentage contribution to High Speed Bulk Internet for each unit in Schedule "D" of the proposed Declaration attributable to the High Speed Bulk Internet charges. The individual unit monthly common charge for the Eddy Water System is determined by multiplying the total monthly charge for the Eddy Water System (\$5,439.00) 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 (\$146,809.17) by the percentage contribution to Common Expense for each unit in Schedule "D" of the proposed declaration attributed to the Other Budgeted expenses. A schedule of monthly common charges for the High Speed Bulk Internet a schedule of monthly common charges for the Eddy Water System and a schedule of monthly common expenses for each residential unit, parking, locker and parking/locker unit is attached to this budget statement. Parking, locker and parking/locker 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 Bulk Internet, the Eddy Water System plus the monthly common expense assigned to each residential unit, each parking unit and/or locker unit and/or parking/locker unit purchased or assigned on the attached Schedule of Monthly Common Charges.

II OPERATING EXPENSES (\$1,533,221)

A. **UTILITIES (\$589,000)**

1. **Hydro (\$313,000)**

The budget is based on comparable property requirements and the current rates of supply per kilowatt hour (8.4 cents) excluding administrative/distribution charges escalated by 6% 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 9.4 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** (\$136,000)

The budget is based on comparable property requirements and the current rates of \$4.41 per cubic meter have been escalated by 8% and compounded annually. The budget includes water and sewage charges for the common areas and the residential units on a bulk billing basis. Should the rates for water at time of registration be greater than \$5.14 per cubic meter, then the budget will be adjusted accordingly to reflect the rates at the time of registration.

3. **Gas** (\$140,000)

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 (\$50,000)

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

1. **Windows** (\$800)

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

2. **Electrical** (\$1,500)

Miscellaneous electrical repairs and maintenance to 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** (\$3,000)

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

4. **Painting / Common Element Maintenance** (\$4,000)

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

5. **Fitness Equipment** (\$3,000)

Estimated cost to maintain and service the fitness equipment on a monthly basis.

6. **Garage Door / Gate Arm** (\$3,000)

Costs associated with repairs and maintenance of the garage door / gate arm separating the condominium corporation from visitor parking.

7. **Carpets** (\$8,000)

Costs associated with one full professional cleaning of 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.

8. **Locks and Doors** (\$2,000)

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

9. **Fire Safety** (\$12,000)

This account is for the professional inspection and testing of the fire safety system and co-monitoring devices in compliance with the requirements of the Ontario Fire Code as well as for 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. Also included is the monthly testing and monitoring of the fire panel.

10. **Indoor / Outdoor Amenities & Recreation Expense** (\$6,000)

Repairs and maintenance by outside contractors to the various facilities located indoors and outdoors. Such amenities which are none particularly described in the Disclosure Statement include the multipurpose rooms, media room, pet wash rooms, kids room, theatre room and outdoor terrace located on the 3rd floor.

11. **Security Access Equipment** (\$2,300)

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

12. **Mechanical** (\$2,000)

This account is for the miscellaneous repairs to the mechanical systems not covered by any contract and testing PRV values and back flow preventers.

13. **Miscellaneous** (\$2,400)

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

C. **SERVICE CONTRACTS** (\$701,500)

1. **Pest Control** (\$1,800)

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

2. **Window Cleaning** (\$15,000)

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** (\$10,000)

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

4. **Elevators** (\$34,000)

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** (\$135,000)

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

6. **Landscaping / Snow Ploughing** (\$33,200)

The estimated cost to maintain and keep the public sidewalks clear of snow and ice, including the cost of sand and salt. Included as well, is the cleaning of snow on all common element dwell aisles and parking but does not include the clearing of any entrance way or sidewalk servicing a townhouse unit. In addition, to annual snow maintenance, the maintenance of all common area landscaping including trees located at perimeter of the project are also included. The maintenance of the planters falling within the exclusive use parking of the townhouses are also included and form part of the annual budget.

7. **Telephone / Enterphone** (\$8,000)

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

8. **Concierge / Security** (\$240,000)

The budget provides for one Concierge, 24 hours per day, 7 days per week to be located primarily in the lobby. Duties will include greeting residents and guests and providing other resident services.

9. **Generator Maintenance** (\$5,500)

The estimated cost to inspect the emergency generator on a semi-annual basis and maintain it as required.

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

The estimated cost to remove the condominium corporations, household garbage, organic waste and other receivables using a private garbage collection company.

11. **Housekeeping** (\$131,000)

To supply contract cleaners on the basis of 120 hours per week, 52 weeks per year at a maximum rate of \$21.00 per hour including holiday pay and HST.

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

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

13. **HVAC - Preventive Maintenance** (\$36,000)

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.

14. **Lawn Irrigation System** (\$2,000)

The estimated cost for the annual start up at shut down including the maintenance and repair of the irrigation system.

15. **HVAC Heat Pump Maintenance** (\$18,000)

The estimated contract cost for once a year to maintain the insuite 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** (\$65,000)

1. **Superintendent** (\$56,000)

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** (\$9,000)

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** (\$18,000)

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

F. **INSURANCE** (\$48,400)

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** (\$33,321)

1. **General Meetings** (\$3,500)

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 (\$6,500)**

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

3. **Bank Charges (\$1,200)**

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

4. **Guest Suite Mortgage (0)**

The purchase price of two Guest Suites each at a cost of \$223,100 inclusive of HST is payable by the Corporation by delivering to the Declarant on the transfer date a first mortgage having a term of six (6) years, bearing interest at a rate of 6.5% per annum commencing on the first anniversary of the transfer date, calculated semi-annually and not in advance, amortized over 7 years, payable in blended instalments, in arrears and shall be open for prepayment at any time without notice or bonus. Blended monthly instalments shall commence on thirteenth month following the registration of the Condominium.

5. **Guest Suite Property Taxes (\$523)**

Estimate of the property tax payable by the Condominium Corporation for the guest suite.

6. **Guest Suite Land Transfer Taxes (\$4,000)**

Estimated land transfer tax payable on the guest suite units.

7. **Legal Fees (\$2,000)**

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

8. **Audit Fees (\$6,560)**

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

9. **Condominium Administrative Fee (\$2,940)**

Estimated annual fees associated with the creation of the new Condominium Authority of Ontario Office. This organization is an Administrative Authority, and once designated, it 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.

10. **Internet Web Page Maintenance / Administration (\$6,098)**

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 Homeowner 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 Corporation 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 Corporation with a report on the building which will assist the Corporation 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 Declarant has negotiated a price for the Performance Audit which has been included in the Budget as a first year expense of the Corporation. The Corporation is not restricted to the consulting engineer. However, in the event that the Corporation retains a consulting engineer to undertake the Performance Audit, at a higher cost than established in the budget by the Declarant, the Declarant shall only be responsible for the amount of the contracted price pursuant to Section 75 of the Condominium Act 1998, and any expenses in excess of this stated amount shall be the sole responsibility of the Condominium Corporation.

I. CONTRIBUTION TO RESERVE FUND (\$230,000)

1. Reserve Fund Provision (\$223,000)

Section 93 (2) of the *Condominium Act 1998* 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 Bulk Internet expense and the Eddy Water System expense.** The monthly internet fee is in addition to the monthly common expenses to each Residential Unit as set out on the attached Schedule of Monthly Common Expenses. The collection and payment thereof to the Condominium Corporation by each Residential Unit owner will be deemed to be in addition to the common expenses and recoverable as such. 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.

J. HIGH SPEED BULK INTERNET (\$76,411)

A provision has been made for the Corporation to enter into an agreement with Rogers Communications Inc. to provide bulk Ultimate Ignite 250 High Speed Internet service to each of the residential units. The initial term of the agreement is 6 years with the right of the Condominium Corporation to extend on 90 days prior written notice for up to 4 additional years at pre-defined annual escalating rates. The cost of the bulk internet service is based on an initial price of \$23.00 per unit per month, plus HST. The High Speed Bulk Internet will be funded out of the common expenses in accordance with the percentages outlined in Schedule D to the Declaration relating specifically to the bulk internet service. Please refer to the Disclosure Statement for further details.

K. EDDY WATER SYSTEM (\$65,268)

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 the Declaration relating specifically to the Eddy Water System. Please refer to the Disclosure Statement for further details.

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 \$1,903,389.
2. This budget statement incorporates an assumed inflation factor of 6.5% per annum, based on a projected Condominium registration date of March 16, 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 March 16, 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. Pursuant to a Bulk Internet Agreement as described in the Disclosure Statement, wherein a designated service provider will provide certain building communications services for the residents of the building, 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 \$23.00 (plus HST) per Residential Unit per month. The initial term of the agreement is anticipated to be seventy-two (72) months. The monthly internet fee to each Residential Unit is set out on the attached Schedule of Monthly Common Expenses.
- 6) 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.
7. Approximately 15% of the operating expenses exclusive of Bulk Internet expense will be paid into the reserve fund amount. The provision is \$230,000 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 \$223,000 in the reserve fund account of the Condominium Corporation.

8. 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 \$6,500 inclusive of HST.
9. At the time of preparation of the Budget Statement, there are no judgments, with respect to the property, against the Declarant nor is the Declarant Corporation a party to any lawsuit material to the within property.
10. 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 the Multi- purpose 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.
11. The Harmonized Sales Tax is included in all applicable expense items on the Budget Statement.
12. Use of the Amenities will be subject to special rules that may be established from time to time by the Board of Directors.
13. The cost, type level of frequency of services are detailed in the budget notes.
14. 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.

9TH & MAIN
BUILDING A & B

SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

| UNIT NO. | LEVEL NO. | SUITE NO. | MONTHLY COMMON | MONTHLY COMMON CHARGE | MONTHLY COMMON CHARGES | TOTAL MONTHLY |
|-------------|--------------|--------------|---------------------------|-------------------------|---------------------------|-----------------------------------|
| | | | BULK INTERNET PER UNIT | EDDY SYSTEM PER UNIT | | COMMON ELEMENT CHARGES BY UNIT |
| 1 | 1 | 101 | 25.99 | 22.20 | 904.72 | 952.91 |
| 2 | 1 | 102 | 25.99 | 22.20 | 739.56 | 787.75 |
| 3 | 1 | 103 | 25.99 | 22.20 | 739.56 | 787.75 |
| 4 | 1 | 104 | 25.99 | 22.20 | 754.75 | 802.94 |
| 5 | 1 | 105 | 25.99 | 22.20 | 754.75 | 802.94 |
| 6 | 1 | 106 | 25.99 | 22.20 | 778.96 | 827.15 |
| 7 | 1 | 107 | 25.99 | 22.20 | 668.75 | 716.94 |
| 8 | 1 | 108 | 25.99 | 22.20 | 738.07 | 786.26 |
| 9 | 1 | 109 | 25.99 | 22.20 | 684.12 | 732.31 |
| 10 | 1 | 110 | 25.99 | 22.20 | 729.28 | 777.47 |
| 11 | 1 | 111 | 25.99 | 22.20 | 774.60 | 822.79 |
| 12 | 1 | 112 | 25.99 | 22.20 | 752.79 | 800.98 |
| 13 | 1 | 113 | 25.99 | 22.20 | 754.75 | 802.94 |
| 14 | 1 | 114 | 25.99 | 22.20 | 774.60 | 822.79 |
| 15 | 1 | 115 | 25.99 | 22.20 | 774.60 | 822.79 |
| 16 | 1 | 116 | 25.99 | 22.20 | 752.79 | 800.98 |
| 17 | 1 | 117 | 25.99 | 22.20 | 858.50 | 906.69 |
| 18 | 1 | 118 | 25.99 | 22.20 | 904.72 | 952.91 |
| 19 | 1 | 119 | 25.99 | 22.20 | 739.56 | 787.75 |
| 20 | 1 | 120 | 25.99 | 22.20 | 739.56 | 787.75 |
| 21 | 1 | 121 | 25.99 | 22.20 | 754.75 | 802.94 |
| 22 | 1 | 122 | 25.99 | 22.20 | 754.75 | 802.94 |
| 23 | 1 | 123 | 25.99 | 22.20 | 778.96 | 827.15 |
| 24 | 1 | 124 | 25.99 | 22.20 | 668.60 | 716.79 |
| 25 | 1 | 125 | 25.99 | 22.20 | 738.07 | 786.26 |
| 26 | 1 | 126 | 25.99 | 22.20 | 684.12 | 732.31 |
| 27 | 1 | 127 | 25.99 | 22.20 | 729.28 | 777.47 |
| 28 | 1 | 128 | 25.99 | 22.20 | 774.60 | 822.79 |
| 29 | 1 | 129 | 25.99 | 22.20 | 752.79 | 800.98 |
| 30 | 1 | 130 | 25.99 | 22.20 | 754.75 | 802.94 |
| 31 | 1 | 131 | 25.99 | 22.20 | 774.60 | 822.79 |
| 32 | 1 | 132 | 25.99 | 22.20 | 774.60 | 822.79 |
| 33 | 1 | 133 | 25.99 | 22.20 | 752.79 | 800.98 |
| 34 | 1 | 134 | 25.99 | 22.20 | 858.50 | 906.69 |
| 1 | 2 | Guest Suite | | | 0.00 | 0.00 |
| 2 | 2 | Guest Suite | | | 0.00 | 0.00 |
| 1 | 3 | 301 | 25.99 | 22.20 | 369.80 | 417.99 |
| 2 | 3 | 302 | 25.99 | 22.20 | 325.89 | 374.08 |
| 3 | 3 | 303 | 25.99 | 22.20 | 323.39 | 371.58 |
| 4 | 3 | 304 | 25.99 | 22.20 | 328.25 | 376.44 |
| 5 | 3 | 305 | 25.99 | 22.20 | 335.62 | 383.81 |
| 6 | 3 | 306 | 25.99 | 22.20 | 335.62 | 383.81 |
| 7 | 3 | 307 | 25.99 | 22.20 | 335.62 | 383.81 |
| 8 | 3 | 308 | 25.99 | 22.20 | 335.62 | 383.81 |
| 9 | 3 | 309 | 25.99 | 22.20 | 335.62 | 383.81 |
| 10 | 3 | 310 | 25.99 | 22.20 | 335.62 | 383.81 |
| 11 | 3 | 311 | 25.99 | 22.20 | 587.45 | 635.64 |
| 12 | 3 | 312 | 25.99 | 22.20 | 585.19 | 633.38 |
| 13 | 3 | 313 | 25.99 | 22.20 | 606.24 | 654.43 |
| 14 | 3 | 314 | 25.99 | 22.20 | 573.41 | 621.60 |
| 15 | 3 | 315 | 25.99 | 22.20 | 308.66 | 356.85 |
| 16 | 3 | 316 | 25.99 | 22.20 | 570.90 | 619.09 |
| 17 | 3 | 317 | 25.99 | 22.20 | 606.24 | 654.43 |
| 18 | 3 | 318 | 25.99 | 22.20 | 705.53 | 753.72 |
| 19 | 3 | 319 | 25.99 | 22.20 | 684.24 | 732.43 |
| 20 | 3 | 320 | 25.99 | 22.20 | 606.24 | 654.43 |
| 21 | 3 | 321 | 25.99 | 22.20 | 357.72 | 405.91 |
| 22 | 3 | 322 | 25.99 | 22.20 | 369.94 | 418.13 |
| 23 | 3 | 323 | 25.99 | 22.20 | 325.89 | 374.08 |
| 24 | 3 | 324 | 25.99 | 22.20 | 323.39 | 371.58 |
| 25 | 3 | 325 | 25.99 | 22.20 | 328.25 | 376.44 |
| 26 | 3 | 326 | 25.99 | 22.20 | 335.62 | 383.81 |
| 27 | 3 | 327 | 25.99 | 22.20 | 335.62 | 383.81 |
| 28 | 3 | 328 | 25.99 | 22.20 | 335.62 | 383.81 |
| 29 | 3 | 329 | 25.99 | 22.20 | 335.62 | 383.81 |
| 30 | 3 | 330 | 25.99 | 22.20 | 335.62 | 383.81 |
| 31 | 3 | 331 | 25.99 | 22.20 | 335.62 | 383.81 |
| 32 | 3 | 332 | 25.99 | 22.20 | 587.45 | 635.64 |
| 33 | 3 | 333 | 25.99 | 22.20 | 585.19 | 633.38 |
| 34 | 3 | 334 | 25.99 | 22.20 | 606.24 | 654.43 |
| 35 | 3 | 335 | 25.99 | 22.20 | 573.41 | 621.60 |
| 36 | 3 | 336 | 25.99 | 22.20 | 308.66 | 356.85 |
| 37 | 3 | 337 | 25.99 | 22.20 | 570.90 | 619.09 |

9TH & MAIN
BUILDING A & B

SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

| UNIT NO. | LEVEL NO. | SUITE NO. | MONTHLY COMMON | MONTHLY COMMON CHARGE | MONTHLY COMMON CHARGES | TOTAL MONTHLY COMMON ELEMENT CHARGES BY UNIT |
|-------------|--------------|--------------|---------------------------|-------------------------|---------------------------|--|
| | | | BULK INTERNET PER UNIT | EDDY SYSTEM PER UNIT | | |
| 38 | 3 | 338 | 25.99 | 22.20 | 606.24 | 654.43 |
| 39 | 3 | 339 | 25.99 | 22.20 | 705.53 | 753.72 |
| 40 | 3 | 340 | 25.99 | 22.20 | 684.24 | 732.43 |
| 41 | 3 | 341 | 25.99 | 22.20 | 606.24 | 654.43 |
| 42 | 3 | 342 | 25.99 | 22.20 | 357.72 | 405.91 |
| 1 | 4 | 401 | 25.99 | 22.20 | 436.10 | 484.29 |
| 2 | 4 | 402 | 25.99 | 22.20 | 626.94 | 675.13 |
| 3 | 4 | 403 | 25.99 | 22.20 | 323.39 | 371.58 |
| 4 | 4 | 404 | 25.99 | 22.20 | 328.25 | 376.44 |
| 5 | 4 | 405 | 25.99 | 22.20 | 335.62 | 383.81 |
| 6 | 4 | 406 | 25.99 | 22.20 | 335.62 | 383.81 |
| 7 | 4 | 407 | 25.99 | 22.20 | 335.62 | 383.81 |
| 8 | 4 | 408 | 25.99 | 22.20 | 335.62 | 383.81 |
| 9 | 4 | 409 | 25.99 | 22.20 | 335.62 | 383.81 |
| 10 | 4 | 410 | 25.99 | 22.20 | 335.62 | 383.81 |
| 11 | 4 | 411 | 25.99 | 22.20 | 587.45 | 635.64 |
| 12 | 4 | 412 | 25.99 | 22.20 | 585.19 | 633.38 |
| 13 | 4 | 413 | 25.99 | 22.20 | 606.24 | 654.43 |
| 14 | 4 | 414 | 25.99 | 22.20 | 573.41 | 621.60 |
| 15 | 4 | 415 | 25.99 | 22.20 | 308.66 | 356.85 |
| 16 | 4 | 416 | 25.99 | 22.20 | 570.90 | 619.09 |
| 17 | 4 | 417 | 25.99 | 22.20 | 606.24 | 654.43 |
| 18 | 4 | 418 | 25.99 | 22.20 | 705.53 | 753.72 |
| 19 | 4 | 419 | 25.99 | 22.20 | 684.24 | 732.43 |
| 20 | 4 | 420 | 25.99 | 22.20 | 606.24 | 654.43 |
| 21 | 4 | 421 | 25.99 | 22.20 | 570.90 | 619.09 |
| 22 | 4 | 422 | 25.99 | 22.20 | 436.10 | 484.29 |
| 23 | 4 | 423 | 25.99 | 22.20 | 626.94 | 675.13 |
| 24 | 4 | 424 | 25.99 | 22.20 | 323.39 | 371.58 |
| 25 | 4 | 425 | 25.99 | 22.20 | 328.25 | 376.44 |
| 26 | 4 | 426 | 25.99 | 22.20 | 335.62 | 383.81 |
| 27 | 4 | 427 | 25.99 | 22.20 | 335.62 | 383.81 |
| 28 | 4 | 428 | 25.99 | 22.20 | 335.62 | 383.81 |
| 29 | 4 | 429 | 25.99 | 22.20 | 335.62 | 383.81 |
| 30 | 4 | 430 | 25.99 | 22.20 | 335.62 | 383.81 |
| 31 | 4 | 431 | 25.99 | 22.20 | 335.62 | 383.81 |
| 32 | 4 | 432 | 25.99 | 22.20 | 587.45 | 635.64 |
| 33 | 4 | 433 | 25.99 | 22.20 | 585.19 | 633.38 |
| 34 | 4 | 434 | 25.99 | 22.20 | 606.24 | 654.43 |
| 35 | 4 | 435 | 25.99 | 22.20 | 573.41 | 621.60 |
| 36 | 4 | 436 | 25.99 | 22.20 | 308.66 | 356.85 |
| 37 | 4 | 437 | 25.99 | 22.20 | 570.90 | 619.09 |
| 38 | 4 | 438 | 25.99 | 22.20 | 606.24 | 654.43 |
| 39 | 4 | 439 | 25.99 | 22.20 | 705.53 | 753.72 |
| 40 | 4 | 440 | 25.99 | 22.20 | 684.24 | 732.43 |
| 41 | 4 | 441 | 25.99 | 22.20 | 606.24 | 654.43 |
| 42 | 4 | 442 | 25.99 | 22.20 | 570.90 | 619.09 |
| 1 | 5 | 501 | 25.99 | 22.20 | 436.10 | 484.29 |
| 2 | 5 | 502 | 25.99 | 22.20 | 626.94 | 675.13 |
| 3 | 5 | 503 | 25.99 | 22.20 | 323.39 | 371.58 |
| 4 | 5 | 504 | 25.99 | 22.20 | 328.25 | 376.44 |
| 5 | 5 | 505 | 25.99 | 22.20 | 335.62 | 383.81 |
| 6 | 5 | 506 | 25.99 | 22.20 | 335.62 | 383.81 |
| 7 | 5 | 507 | 25.99 | 22.20 | 335.62 | 383.81 |
| 8 | 5 | 508 | 25.99 | 22.20 | 335.62 | 383.81 |
| 9 | 5 | 509 | 25.99 | 22.20 | 335.62 | 383.81 |
| 10 | 5 | 510 | 25.99 | 22.20 | 335.62 | 383.81 |
| 11 | 5 | 511 | 25.99 | 22.20 | 587.45 | 635.64 |
| 12 | 5 | 512 | 25.99 | 22.20 | 585.19 | 633.38 |
| 13 | 5 | 513 | 25.99 | 22.20 | 606.24 | 654.43 |
| 14 | 5 | 514 | 25.99 | 22.20 | 573.41 | 621.60 |
| 15 | 5 | 515 | 25.99 | 22.20 | 308.66 | 356.85 |
| 16 | 5 | 516 | 25.99 | 22.20 | 570.90 | 619.09 |
| 17 | 5 | 517 | 25.99 | 22.20 | 606.24 | 654.43 |
| 18 | 5 | 518 | 25.99 | 22.20 | 705.53 | 753.72 |
| 19 | 5 | 519 | 25.99 | 22.20 | 684.24 | 732.43 |
| 20 | 5 | 520 | 25.99 | 22.20 | 606.24 | 654.43 |
| 21 | 5 | 521 | 25.99 | 22.20 | 570.90 | 619.09 |
| 22 | 5 | 522 | 25.99 | 22.20 | 436.10 | 484.29 |
| 23 | 5 | 523 | 25.99 | 22.20 | 626.94 | 675.13 |
| 24 | 5 | 524 | 25.99 | 22.20 | 323.39 | 371.58 |
| 25 | 5 | 525 | 25.99 | 22.20 | 328.25 | 376.44 |
| 26 | 5 | 526 | 25.99 | 22.20 | 335.62 | 383.81 |
| 27 | 5 | 527 | 25.99 | 22.20 | 335.62 | 383.81 |

9TH & MAIN
BUILDING A & B

SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

| UNIT NO. | LEVEL NO. | SUITE NO. | MONTHLY COMMON | MONTHLY COMMON CHARGE | MONTHLY COMMON CHARGES | TOTAL MONTHLY COMMON ELEMENT CHARGES BY UNIT |
|-------------|--------------|--------------|---------------------------|-------------------------|---------------------------|--|
| | | | BULK INTERNET PER UNIT | EDDY SYSTEM PER UNIT | | |
| 28 | 5 | 528 | 25.99 | 22.20 | 335.62 | 383.81 |
| 29 | 5 | 529 | 25.99 | 22.20 | 335.62 | 383.81 |
| 30 | 5 | 530 | 25.99 | 22.20 | 335.62 | 383.81 |
| 31 | 5 | 531 | 25.99 | 22.20 | 335.62 | 383.81 |
| 32 | 5 | 532 | 25.99 | 22.20 | 587.45 | 635.64 |
| 33 | 5 | 533 | 25.99 | 22.20 | 585.19 | 633.38 |
| 34 | 5 | 534 | 25.99 | 22.20 | 606.24 | 654.43 |
| 35 | 5 | 535 | 25.99 | 22.20 | 573.41 | 621.60 |
| 36 | 5 | 536 | 25.99 | 22.20 | 308.66 | 356.85 |
| 37 | 5 | 537 | 25.99 | 22.20 | 570.90 | 619.09 |
| 38 | 5 | 538 | 25.99 | 22.20 | 606.24 | 654.43 |
| 39 | 5 | 539 | 25.99 | 22.20 | 705.53 | 753.72 |
| 40 | 5 | 540 | 25.99 | 22.20 | 684.24 | 732.43 |
| 41 | 5 | 541 | 25.99 | 22.20 | 606.24 | 654.43 |
| 42 | 5 | 542 | 25.99 | 22.20 | 570.90 | 619.09 |
| 1 | 6 | 601 | 25.99 | 22.20 | 436.10 | 484.29 |
| 2 | 6 | 602 | 25.99 | 22.20 | 626.94 | 675.13 |
| 3 | 6 | 603 | 25.99 | 22.20 | 323.39 | 371.58 |
| 4 | 6 | 604 | 25.99 | 22.20 | 328.25 | 376.44 |
| 5 | 6 | 605 | 25.99 | 22.20 | 335.62 | 383.81 |
| 6 | 6 | 606 | 25.99 | 22.20 | 335.62 | 383.81 |
| 7 | 6 | 607 | 25.99 | 22.20 | 335.62 | 383.81 |
| 8 | 6 | 608 | 25.99 | 22.20 | 335.62 | 383.81 |
| 9 | 6 | 609 | 25.99 | 22.20 | 335.62 | 383.81 |
| 10 | 6 | 610 | 25.99 | 22.20 | 335.62 | 383.81 |
| 11 | 6 | 611 | 25.99 | 22.20 | 587.45 | 635.64 |
| 12 | 6 | 612 | 25.99 | 22.20 | 585.19 | 633.38 |
| 13 | 6 | 613 | 25.99 | 22.20 | 606.24 | 654.43 |
| 14 | 6 | 614 | 25.99 | 22.20 | 573.41 | 621.60 |
| 15 | 6 | 615 | 25.99 | 22.20 | 308.66 | 356.85 |
| 16 | 6 | 616 | 25.99 | 22.20 | 570.90 | 619.09 |
| 17 | 6 | 617 | 25.99 | 22.20 | 606.24 | 654.43 |
| 18 | 6 | 618 | 25.99 | 22.20 | 705.53 | 753.72 |
| 19 | 6 | 619 | 25.99 | 22.20 | 684.24 | 732.43 |
| 20 | 6 | 620 | 25.99 | 22.20 | 606.24 | 654.43 |
| 21 | 6 | 621 | 25.99 | 22.20 | 570.90 | 619.09 |
| 22 | 6 | 622 | 25.99 | 22.20 | 436.10 | 484.29 |
| 23 | 6 | 623 | 25.99 | 22.20 | 626.94 | 675.13 |
| 24 | 6 | 624 | 25.99 | 22.20 | 323.39 | 371.58 |
| 25 | 6 | 625 | 25.99 | 22.20 | 328.25 | 376.44 |
| 26 | 6 | 626 | 25.99 | 22.20 | 335.62 | 383.81 |
| 27 | 6 | 627 | 25.99 | 22.20 | 335.62 | 383.81 |
| 28 | 6 | 628 | 25.99 | 22.20 | 335.62 | 383.81 |
| 29 | 6 | 629 | 25.99 | 22.20 | 335.62 | 383.81 |
| 30 | 6 | 630 | 25.99 | 22.20 | 335.62 | 383.81 |
| 31 | 6 | 631 | 25.99 | 22.20 | 335.62 | 383.81 |
| 32 | 6 | 632 | 25.99 | 22.20 | 587.45 | 635.64 |
| 33 | 6 | 633 | 25.99 | 22.20 | 585.19 | 633.38 |
| 34 | 6 | 634 | 25.99 | 22.20 | 606.24 | 654.43 |
| 35 | 6 | 635 | 25.99 | 22.20 | 573.41 | 621.60 |
| 36 | 6 | 636 | 25.99 | 22.20 | 308.66 | 356.85 |
| 37 | 6 | 637 | 25.99 | 22.20 | 570.90 | 619.09 |
| 38 | 6 | 638 | 25.99 | 22.20 | 606.24 | 654.43 |
| 39 | 6 | 639 | 25.99 | 22.20 | 705.53 | 753.72 |
| 40 | 6 | 640 | 25.99 | 22.20 | 684.24 | 732.43 |
| 41 | 6 | 641 | 25.99 | 22.20 | 606.24 | 654.43 |
| 42 | 6 | 642 | 25.99 | 22.20 | 570.90 | 619.09 |
| 1 | 7 | 701 | 25.99 | 22.20 | 684.57 | 732.76 |
| 2 | 7 | 702 | 25.99 | 22.20 | 860.99 | 909.18 |
| 3 | 7 | 703 | 25.99 | 22.20 | 863.15 | 911.34 |
| 4 | 7 | 704 | 25.99 | 22.20 | 863.15 | 911.34 |
| 5 | 7 | 705 | 25.99 | 22.20 | 917.55 | 965.74 |
| 6 | 7 | 706 | 25.99 | 22.20 | 924.01 | 972.20 |
| 7 | 7 | 707 | 25.99 | 22.20 | 829.56 | 877.75 |
| 8 | 7 | 708 | 25.99 | 22.20 | 455.69 | 503.88 |
| 9 | 7 | 709 | 25.99 | 22.20 | 570.90 | 619.09 |
| 10 | 7 | 710 | 25.99 | 22.20 | 606.24 | 654.43 |
| 11 | 7 | 711 | 25.99 | 22.20 | 709.84 | 758.03 |
| 12 | 7 | 712 | 25.99 | 22.20 | 688.60 | 736.79 |
| 13 | 7 | 713 | 25.99 | 22.20 | 606.24 | 654.43 |
| 14 | 7 | 714 | 25.99 | 22.20 | 570.90 | 619.09 |
| 15 | 7 | 715 | 25.99 | 22.20 | 684.57 | 732.76 |
| 16 | 7 | 716 | 25.99 | 22.20 | 860.99 | 909.18 |
| 17 | 7 | 717 | 25.99 | 22.20 | 863.15 | 911.34 |

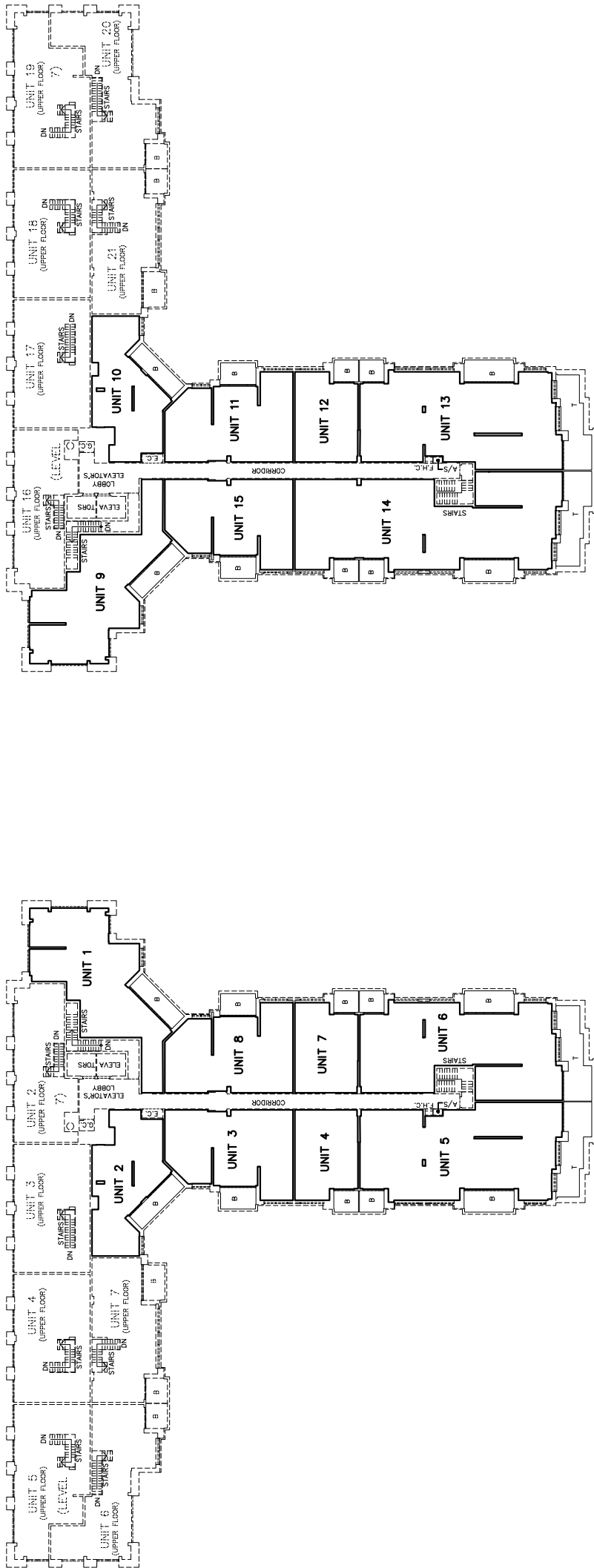
9TH & MAIN
BUILDING A & B

SCHEDULE OF MONTHLY COMMON CHARGES
BY SUITE NUMBER

| UNIT NO. | LEVEL NO. | SUITE NO. | MONTHLY COMMON | MONTHLY COMMON CHARGE | MONTHLY COMMON CHARGES | TOTAL MONTHLY COMMON ELEMENT CHARGES BY UNIT |
|---------------------------------------|-----------------------|--------------|---------------------------|-------------------------|---------------------------|--|
| | | | BULK INTERNET PER UNIT | EDDY SYSTEM PER UNIT | | |
| 18 | 7 | 718 | 25.99 | 22.20 | 863.15 | 911.34 |
| 19 | 7 | 719 | 25.99 | 22.20 | 917.55 | 965.74 |
| 20 | 7 | 720 | 25.99 | 22.20 | 923.86 | 972.05 |
| 21 | 7 | 721 | 25.99 | 22.20 | 829.56 | 877.75 |
| 22 | 7 | 722 | 25.99 | 22.20 | 455.69 | 503.88 |
| 23 | 7 | 723 | 25.99 | 22.20 | 570.90 | 619.09 |
| 24 | 7 | 724 | 25.99 | 22.20 | 606.24 | 654.43 |
| 25 | 7 | 725 | 25.99 | 22.20 | 709.84 | 758.03 |
| 26 | 7 | 726 | 25.99 | 22.20 | 688.60 | 736.79 |
| 27 | 7 | 727 | 25.99 | 22.20 | 606.24 | 654.43 |
| 28 | 7 | 728 | 25.99 | 22.20 | 570.90 | 619.09 |
| 1 | 8 | 801 | 25.99 | 22.20 | 660.03 | 708.22 |
| 2 | 8 | 802 | 25.99 | 22.20 | 455.69 | 503.88 |
| 3 | 8 | 803 | 25.99 | 22.20 | 570.90 | 619.09 |
| 4 | 8 | 804 | 25.99 | 22.20 | 316.17 | 364.36 |
| 5 | 8 | 805 | 25.99 | 22.20 | 867.31 | 915.50 |
| 6 | 8 | 806 | 25.99 | 22.20 | 827.40 | 875.59 |
| 7 | 8 | 807 | 25.99 | 22.20 | 316.02 | 364.21 |
| 8 | 8 | 808 | 25.99 | 22.20 | 570.90 | 619.09 |
| 9 | 8 | 809 | 25.99 | 22.20 | 660.03 | 708.22 |
| 10 | 8 | 810 | 25.99 | 22.20 | 455.69 | 503.88 |
| 11 | 8 | 811 | 25.99 | 22.20 | 570.90 | 619.09 |
| 12 | 8 | 812 | 25.99 | 22.20 | 316.17 | 364.36 |
| 13 | 8 | 813 | 25.99 | 22.20 | 867.02 | 915.21 |
| 14 | 8 | 814 | 25.99 | 22.20 | 1,097.98 | 1146.17 |
| 15 | 8 | 816 | 25.99 | 22.20 | 570.90 | 619.09 |
| TOTAL RESIDENTIAL COMMON CHARGES | | | 6,367.55 | 5439.00 | 135,202.17 | 147,008.72 |
| PARKING UNITS (\$32.15 EACH) | | | | | | |
| 252 | Parking Units | A,1 & 2 | 0.00 | 0.00 | 8,101.80 | 8,101.80 |
| LOCKER UNITS (\$ 10.86 EACH) | | | | | | |
| 196 | Locker Units | A,3,4,5 & 6 | 0.00 | 0.00 | 2,128.56 | 2,128.56 |
| PARKING /LOCKER UNITS (\$ 43.02 EACH) | | | | | | |
| 32 | Parking/ Locker Units | 1 | 0.00 | 0.00 | 1,376.64 | 1,376.64 |
| TOTAL COMMON CHARGES | | | 6,367.55 | 5,439.00 | 146,809.17 | 158,615.72 |

SCHEDULE IX

SHEET 11 OF 11 SHEETS



CONDO SUITE UNITS 1 TO 15 INCLUSIVE
LEVEL 8



RADY-PENTEK & EDWARD SURVEYING LTD.
ONTARIO LAND SURVEYORS
643 Christie Road, Suite 7
Woodbridge, Ontario L4L 8A3
Tel.(416)635-5000 Fax (416)635-5001
Tel.(905)264-0881 Fax (905)264-2099
Website: www.r-pe.ca
DRAWN: V.K. CHECKED: R.D.
JOB No. 18-038
CAD FILE No.18-038-SHEET-11(LB)

SCHEDULE XIV

YORK REGION STANDARD CONDOMINIUM CORPORATION NO. *

BY-LAW NO. 6

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

- 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 _____ 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.

Per _____
Name: _____
Title: _____

Per _____
Name: _____
Title: _____

I/We have authority to bind the Corporation

EDDY HOME INC.

Per *Travis Allan*
Name: Travis Allan
Title: CEO

I have authority to bind the Corporation

Schedule "A"

Buildings

Name of Building:

Municipal Address of Building:

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

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

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 , 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

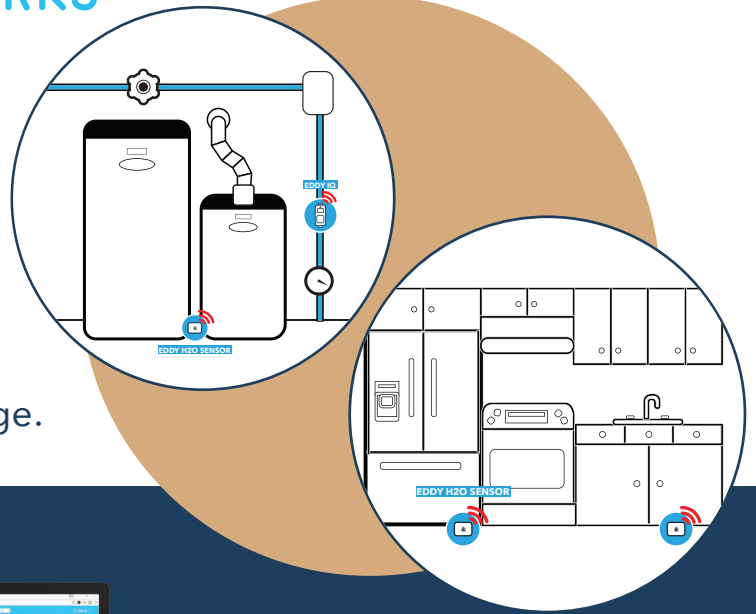
**INTELLIGENT
LEAK
DETECTION**

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

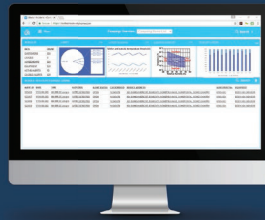
Eddy's sensors are placed in your suite next to water sources to track and alert Property Management to issues. Sensors and shutoffs are installed in and around water sources in the building, including the risers, water main, boiler room, and in common areas to ensure the building is completely protected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



Your new home
is protected with

INTELLIGENT LEAK DETECTION



What to do in the event of a leak:

Eddy's comprehensive system has been installed in your building to ensure that the moment an issue is detected, action can be taken to protect you and your property. If there is a leak detected in your unit, please:

1. Contact Security right away.
2. Look under your bathroom sink for a white square plastic cover. If you have more than one bathroom, please check both vanities, it will be under one of them.
3. Please pull a corner of the panel until you remove it completely.
4. Once removed, you will see two valves. This is the main shut off for your unit. Please turn each valve handle perpendicular, which will shut off your water. Open a faucet to drain the water in the pipes. Security will be there shortly to further investigate the leak.



The plastic panel is located under your bathroom vanity. Gently pull a corner until the panel is removed.



The valves will be located inside the wall, behind the white panel.



Turn the valves perpendicular to what you see here, so they are at a right angle.



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