

FILE COPY

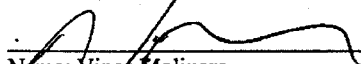
CERTIFICATE

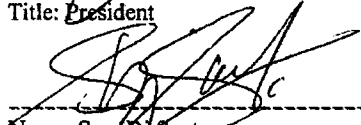
HALTON STANDARD CONDOMINIUM CORPORATION NO. 504 hereby certifies that the By-Law No. 3 attached hereto was made in accordance with the Condominium Act, S.O. 1998, ch. 19, and any amendments thereto, and the Declaration and the By-laws of the Corporation, and that the said By-Law No. 3 has not been amended and is in full force and effect.

Dated at Hamilton, Ontario, this 21st day of August, 2006.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

Per:


Name: Vince Molinaro
Title: President


Name: Sam Di Santo
Title: Vice-President

We have the authority to bind the Corporation

BY LAW NO. 3

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

A By-law respecting the entering into of an Insurance Trust Agreement.

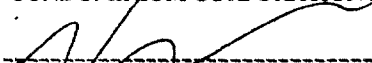
Be it enacted as a By-law of Halton Standard Condominium Corporation No. 504 (hereinafter referred to as the "Corporation") as follows:

That the President or Secretary-Treasurer may from time to time enter into an agreement with an Insurance Trustee respecting the insurance for the Corporation, in the general form, a copy of which is hereto annexed.

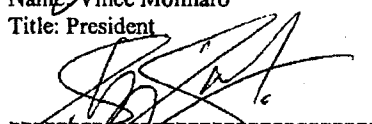
The foregoing by-law is hereby enacted and passed by the Corporation and sealed with the corporate seal of the Corporation this 21st day of August, 2006.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

PER:



Name: Vince Molinaro
Title: President



Name: Sam Di Santo
Title: Vice-President

We have the authority to bind the Corporation

CONDOMINIUM INSURANCE TRUST AGREEMENT

THIS AGREEMENT made the 21st day of August, 2006.

BETWEEN:

**HALTON STANDARD CONDOMINIUM
CORPORATION NO. 504**

a corporation incorporated under the laws of the Province of Ontario by registration under the Condominium Act, R.S.O. 1998, chapter 19 as amended

(the "Settlor")

OF THE FIRST PART;

- and -

THE BANK OF NOVA SCOTIA TRUST COMPANY

a trust company incorporated under the laws of the Province of Ontario,

(the "Trustee")

OF THE SECOND PART;

WITNESSETH THAT:

WHEREAS the Settlor has obtained certain policies of insurance (the "Insurance Policies"), set forth in Schedule "A" hereto;

AND WHEREAS the Settlor desires to make provisions for the expeditious payment out of the Proceeds in the event damage to the property described in the Declaration and description;

NOW THEREFORE in consideration of the mutual covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

ARTICLE I: DEFINITIONS

The terms used in this agreement shall have ascribed to them the definitions contained in the Act.

- (a) "Declaration" means the declaration pursuant to which the Settlor became a condominium corporation and any amendments thereto registered pursuant to the Condominium Act, R.S.O. 1998, c.19 and amendments thereto and regulations thereunder (the "Act").
- (b) "Proceeds" means proceeds of insurance paid under the insurance policies set forth in Schedule "A" and all subsequent insurance policies.

ARTICLE II: APPOINTMENT OF TRUSTEE

The settlor hereby appoints the Trustee to act as Trustee pursuant to the provisions of the Declaration and by-laws of the Settlor. A copy of the Declaration, and amendments thereto, the by-laws and the Insurance Policies are submitted herewith to the Trustee.

The Settlor agrees to maintain the Insurance Policies and all subsequent insurance policies in accordance with the terms and conditions set forth in the Declaration and this agreement.

ARTICLE III: PAYMENT BY TRUSTEE

All insurance proceeds from claims and recoveries that exceed Twenty-Five Thousand (\$25,000.00) Dollars on any one loss or claim, will be payable to the Trustee and paid in accordance with the following terms and conditions (provided such amount exceeds 15% of the replacement value of the property covered by the policy, otherwise the insurer shall pay the proceeds to the corporation or the person whom the corporation specifies):

- 1. In the event of damage to the buildings, unless the Trustee receives notice that there has been substantial damage to twenty-five (25%) percent of the buildings and within 60 days of that determination by the board the owners vote, by a vote of owners who own eighty (80%) percent of the units, for termination. The Trustee shall disburse the proceeds of all insurance in its hands and arising out of such damage, toward the cost of repairing such damage, from time to time, as the repairs of such damage progress upon the written request of the Settlor accompanied by the following:
 - (a) a certificate signed by the President (or the Vice-President) and the Secretary of the Settlor dated not more than 30 days prior to such request and counter-signed by the architect or engineer, if any, employed by the Settlor in connection with such repairs, setting forth the following:

(i) that the sum then requested either has been paid by the Settlor or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons who have rendered services or furnished materials for repairs therein specified, the names and addresses of such persons, a brief description of such services and materials, the amounts so paid or due to each of the said persons in respect thereto, that no part of such expenditures has been or is being made the basis of any previous or then pending request for the payment of Proceeds then held by the Trustee, or has theretofore been paid out of such insurance proceeds, and that the sum then requested does not exceed the value of the services and materials described in such certificate; and

(ii) that except for the amount, if any, stated in such certificate to be due for services or materials, there is no outstanding indebtedness known to the Settlor, after due enquiry, which is then due for labour, wages, materials, supplies or services in connection with such repairs which if unpaid might become the basis of a construction lien, by reason of such repair to the buildings or any parts thereof; and

- (b) an opinion of a solicitor acting for the Settlor or other evidence reasonably satisfactory to the Trustee to the effect that there has not been filed with respect to the buildings or the property, or any part thereof, any construction lien which has not been discharged except such as will be discharged by payment of the amount then requested. On receipt of a certificate signed by the President (or the Vice-President) and the Secretary of the Settlor that the full cost of repairing the damage to the buildings has been paid, and on receipt of the request of the Settlor, any balance of the Proceeds remaining in the Trustee's hands shall be paid by the Trustee to the Settlor.
2. If, upon the receipt of any certificate referred to in paragraph 1 of this Article the Trustee shall not have sufficient funds to pay the amount due and owing as set out therein, the Settlor shall be so notified by the Trustee and the Settlor shall further notify the Trustee in writing as to which of the persons or companies set forth in the said certificate are to be paid by the Trustee.
 3. The Trustee shall not be under any duty to inquire as to the correctness of any amounts received by it on account of the Proceeds, nor shall it be under any obligation to take any steps to enforce the payment thereof to it.

ARTICLE IV: DEFICIENCY OF INSURANCE PROCEEDS

The Settlor shall be promptly notified of any Proceeds deposited with the Trustee on behalf of the Settlor and the Trustee shall be under no obligation to make any payments specified in this agreement except out of the Proceeds held in trust for the Settlor.

ARTICLE V: LIABILITY AND INDEMNIFICATION OF TRUSTEE

1. The Trustee shall have no duties except those which are expressly set forth in this agreement and shall in no way be responsible for liable for any loss, cost or damage which may result from anything done or omitted to be done by such Trustee hereunder except in the case of negligence or bad faith. The Trustee shall not be liable for or by reason of any statement of fact or recital in this agreement or required to verify the same, but all such statements or recitals shall be deemed to be made by the parties hereto other than the Trustee. The Trustee shall be protected in acting and relying upon any resolution, direction, statutory declaration, opinion, report, notice, certificate, statement, request, consent, agreement or other instrument, paper or document whatsoever, not only as to its due execution and validity and the effectiveness of its provision but also as to the trust and accuracy of any information therein contained which it shall in good faith believe to be genuine and to have been signed and presented by the proper person or persons. However, the Trustee may in its discretion require reasonable evidence of the due execution thereof before acting or relying thereon. It shall have no responsibility with respect to any cheques deposited with it hereunder except the usual responsibilities of a collecting bank and it shall have no responsibility with respect to the application of any funds paid by it pursuant to the provisions of this agreement.
2. The Trustee may retain such independent counsel or other advisor as it may reasonably require for the purpose of discharging its duties hereunder, may act on the advice or opinion so obtained and may pay any and all reasonable fees and disbursements due to the provision of such legal or other advice. The Settlor shall reimburse the Trustee for all disbursements and expenses incurred by it in connection with its duties under this agreement and shall indemnify it and save it harmless against any and all liabilities, claims, causes of actions, demands, costs and expenses, including legal fees, for anything done or omitted to be done by it in the performance of this agreement except as a result of negligence or willful default of the Trustee. Such indemnity shall survive removal of the Trustee and termination of this agreement and any trust created hereby.
3. The Trustee may become mortgagee of any or all units together with such other interest as may be attached to the ownership of such units and may enforce any covenants contained in its mortgage relating thereto, except as set out hereinafter, notwithstanding that such enforcement may be in conflict with the Trustee's duties hereunder.

ARTICLE VI: CREDIT CHECK

The Settlor hereby authorizes the Trustee to obtain such credit information regarding the Settlor as permitted by law from any consumer reports agency or credit bureau and as the Trustee may determine in its sole

discretion is necessary at any time during the term of this agreement. The Settlor hereby releases the Trustee from any claims that might arise from the Trustee disclosing any credit information regarding the Settlor to any consumer reporting agency or credit bureau.

ARTICLE VII: TERMINATION OF CONDOMINIUM

Notwithstanding anything to the contrary herein contained, the Settlor shall give the Trustee notice of its intention to register a termination of the condominium corporation and on receipt of a certified copy of the notice of termination registered in accordance with the provisions of the Act, the Trustee shall hold all Proceeds for the owners in the proportion of their respective interests in the common elements and shall pay such Proceeds to the owners in such proportions except that such Proceeds in respect of each unit shall be subject to payment in favour of any mortgagee or mortgagees or in satisfaction of the amount due under any liens registered by the Settlor against such unit or in satisfaction of the Trustee's fees, charges and expenses.

ARTICLE VIII: TERMINATION OF AGREEMENT

1. At any time hereafter, the Settlor shall have the sole and unrestricted right to terminate this agreement by written notice to the Trustee and delivery to the Trustee of a duplicate original agreement between the Settlor and a trust company registered under the Loan and Trust Corporations Act (Ontario) or a chartered bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as Trustee, in the place of the Trustee. Following such termination and upon payment to the Trustee of any and all fees, charges and other sums howsoever owing or due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such Trustee and thereupon its obligations hereunder shall cease.
2. The Trustee may at any time resign from its duties hereunder by giving to the Settlor not less than 60 days' notice in writing thereof and its obligations hereunder (except for the payment of any sums remaining in its hands to the successor Trustee, as hereinafter provided) shall cease. Following such resignation, upon payment to the Trustee of all fees, charges and other sums however owing or due to it hereunder and upon delivery to it of a duplicate original agreement between the Settlor and another trust company registered under the Loan and Trust Corporation Act (Ontario) or a chartered bank, or such corporation as the Settlor in its discretion may deem advisable in the event that the Settlor is unable to enter into such agreement with such trust company, or such chartered bank by reason of their refusal to act, pursuant to which such other trust company or chartered bank or corporation shall assume such duties as Trustee in the place of the Trustee. Following such termination and upon payment to the Trustee of all fees, charges and other sums howsoever owing or due to the Trustee hereunder, the Trustee herein shall turn over all sums deposited with it and remaining in its hands to such new Trustee and thereupon its obligations hereunder shall cease. If no successor is appointed, the Trustee may apply to a court of competent jurisdiction for direction, at the Settlor's expense.

ARTICLE IX: MODIFICATION OR AMENDMENT OF AGREEMENT, DECLARATION AND BY-LAWS AND RIGHTS OF THIRD PARTIES

1. This agreement shall not be modified or amended without the written consent of the parties hereto and any mortgagee holding first mortgages on more than fifty (50%) percent of the units. Any amendments to the Declaration or By-laws or any changes in or additions to the Insurance Policies, the proceeds of which are required by the Declaration to be received by the Trustee, shall be communicated to the Trustee, in writing, by the Settlor. If the Trustee is also mortgagee of any of the units, the Trustee in its capacity as mortgagee agrees that it shall authorize the unit owner to vote or to consent to matters relating to the modification or amendment of this agreement and the Trustee shall not vote on behalf of the unit owners on any such question.
2. Upon being advised, in writing, of damage to the buildings or upon receipt of any monies in accordance with the terms of this agreement, the Trustee shall notify all mortgagees shown on the Settlor's register. The Settlor shall deliver forthwith to the Trustee upon request in writing, a certified copy of the Settlor's register and the Trustee shall be entitled to rely upon such register for the accuracy of the information set forth therein.
3. Certain provisions of this agreement are for the benefit of the mortgagees of the units and all such provisions are covenants for the benefit of any mortgagee shown on the Settlor's register and may be enforced by such mortgagee.

ARTICLE X: ADDRESS FOR SERVICE

Any certificate, declaration or notice in writing given to the Settlor pursuant to this agreement shall be sufficiently given if mailed by prepaid registered post to the Settlor:

Settlor's Address for Service:

Halton Standard Condominium Corporation No. 504
c/o Fengate Property Management Ltd.
499 King Street East
Hamilton, Ontario
L8N 1E1
Attention: President

In the event of a postal disruption, such Certificate, declaration or notice shall be personally delivered.

Any certificate, declaration, notice, direction, instruction, statement, advice, opinion or other communication given to the Trustee pursuant to this agreement shall be sufficiently given if in writing and if mailed by prepaid registered post to the Trustee. In the event of a postal disruption, such certificate, declaration or notice shall be personally delivered.

Trustee's Address for Service:

The Bank of Nova Scotia Trust Company
168 Wellington Street
P.O. Box 546
Kingston, Ontario
K7L 4W8
Attention: Manager, Personal Trust

Any such direction, instruction, statement, advice, opinion, certificate, declaration, notice or other communication so given shall be deemed to have been received on the fifth business date next following the date of such mailing.

ARTICLE XI: REMUNERATION OF TRUSTEE

For services performed hereunder, the Settlor shall pay from time to time the reasonable fees of the Trustee as agreed to between the Settlor and the Trustee and as set out in Schedule "B" hereto, together with the Trustee's expenses and disbursements.

ARTICLE XII: ASSIGNMENT OF AGREEMENT

This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns and shall not be assignable by the Trustee without the prior written consent of the Settlor and the Settlor shall not convey, transfer, assign or otherwise deal with its beneficial interest in the property without prior notice to the Trustee.

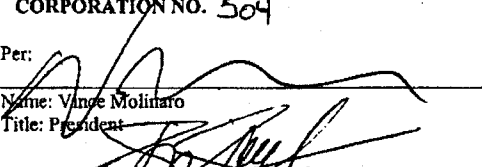
ARTICLE XIII: ACCEPTANCE OF TRUST

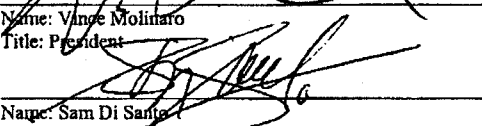
The Trustee hereby accepts the trust herein set forth.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto as of the day and year first written above.

HALTON STANDARD CONDOMINIUM
CORPORATION NO. 504

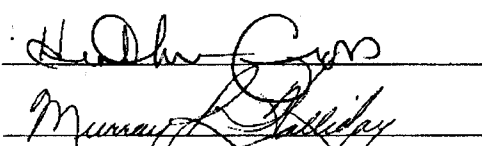
Per:


Name: Vince Molinaro
Title: President


Name: Sam Di Santo
Title: Vice-President

We have authority to bind the Corporation

THE BANK OF NOVA SCOTIA TRUST COMPANY


Name: Murray L. Sullivan
Title: Manager, Personal Trust

~~We have the authority to bind the corporation.~~

SCHEDULE "A"

SCHEDULE OF INSURANCE COVERAGE

Name of Insured: Halton Standard Condominium Corporation No. 504
c/o Fengate Property Management Ltd.
499 King Street East
Hamilton, Ontario
L8N 1E1

Location Address: 399 Elizabeth Street
Burlington, Ontario L7R 0A4

Policy Term: Effective: August 18, 2006
To Expire: April 15, 2007

Policy No.: REA81315022

Insurer: Aviva Insurance Company of Canada

Coverages: Building - \$16,000,000.00
All Risks and Boiler & Machinery

Each Occurrence – Inclusive Limit - \$5,000,000.00
Aggregate – Products & Completed Operations - \$5,000,000.00

Coverages: Condominium Directors & Officers Liability
\$5,000,000.00 – Each Wrongful Act
\$5,000,000.00 - Aggregate

Agent: **Canadian Insurance Brokers Inc.**

SCHEDULE "B"

FEES OF TRUSTEE

Fee Schedule

Initial Set Up Fee \$300.00 + GST

Annual Fee:

1. If paid by June 30th for year invoiced \$350.00 + GST
2. If paid after June 30th for year invoiced \$500 + GST

Special Services Fee \$75.00 per hour, where applicable

For the receipt and dispersal of insurance proceeds, the Settlor shall pay to the Trustee its reasonable fees and expenses, provided that the Trustee's fees shall not exceed 1% of the insurance proceeds received by the Trustee nor be less than \$100.00.

The Annual Fee and Special Services Fee stated above are subject to review from time to time and may be adjusted if necessary if new laws, changing practices, or altered costs add to the work, responsibility or cost in performing the service.

All out-of-pocket expenses (including, but not limited to, printing and stationery, photocopying, postage, telephone, telefax, delivery charges, storage, both-in-house and external legal fees) will be charged in addition to the fees listed.

The Goods and Services Tax or any other tax which may be imposed in the future by any government authority will be charged in addition to the above stated fees.

Payment is due within 30 days of the invoice date. Where applicable, interest will be charged on any unpaid balance.

RIDER

Any corporation into which the Trustee may be merged or with which it may be consolidated or amalgamated, or any corporation resulting from any merger, consolidation or amalgamation to which the Trustee shall be a party, or any corporation succeeding to the trust business of the Trustee, shall be the successor Trustee under this Agreement without the execution of any instrument or any further act, on the part of the Trustee.