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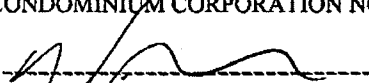
CERTIFICATE

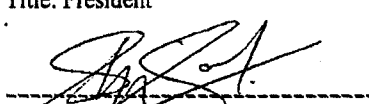
HALTON STANDARD CONDOMINIUM CORPORATION NO. 504 hereby certifies that By-law No. 4 attached hereto was made in accordance with the Condominium Act, S.O. 1998, ch. 19, and any amendments thereto, and the Declaration and the By-laws of the Corporation, and the said By-law No. 4 has not been amended and is in full force and effect.

Dated at Hamilton, Ontario, this 25<sup>th</sup> 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. 4

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

A By-law respecting the entering into of a Management Agreement.


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

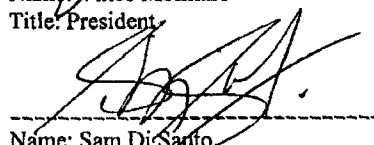
That the President or Secretary may from time to time enter into an agreement with any person or Corporation respecting the management of one or all of the Corporation's properties in the general form, a copy of which is hereto annexed.

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

HALTON STANDARD CONDOMINIUM CORPORATION NO.

PER:

  
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Name: Vince Molinaro  
Title: President

  
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Name: Sam Di Santo  
Title: President

We have the authority to bind the Corporation

MANAGEMENT AGREEMENT

THIS AGREEMENT made the 21<sup>st</sup> day of August, 2006

BETWEEN:

HALTON STANDARD CONDOMINIUM CORPORATION

NO. 504

(hereinafter called the "Corporation")

OF THE FIRST PART

-and -

FENGATE CONDOMINIUM MANAGEMENT LTD.

(hereinafter called the "Manager")

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The terms used herein shall have ascribed to them the definitions contained in the Condominium Act, R.S.O. 1998 S.O. 1998 c 19. and Amendments thereto, hereinafter called the "Act".
2. The Corporation hereby appoints the Manager to be its sole and exclusive representative and Managing Agent (subject to the overall control of the Corporation and to the specific provisions hereof) to manage the property for a period of five (5) years, commencing on the date of registration of the declaration, and for the purpose thereof, in the name of the Corporation, to act on its behalf in the carrying out of the duties of the Manager as herein set out, and to enter into such contracts and agreements in the name of the Corporation as may be necessary in the performance of such duties, provided that all such contracts and agreements shall require the written approval of the Board of Directors, and provided further that such contracts and agreements shall not be for a term longer than the remaining term of the Manager's contract, without the consent of the Corporation.
3. The Manager hereby accepts such appointment and agrees to manage the property on behalf of the Corporation in a faithful, diligent and honest manner and subject to the direction of the Board.
4. The Manager acknowledges that it is familiar with the terms of the declaration and by-laws registered pursuant to the Act.
5. The Manager in the performance of its duties hereunder shall:
  - (a) enforce the terms of the declaration, by-laws and rules and regulations and any amendments thereto which presently exist or which may hereafter be made and notified to the Manager in writing;
  - (b) forthwith communicate to all owners the text and import of any further bylaws of rules and regulations;
  - (c) advise and consult with the Board with respect to any further by-laws, rules and regulations which in the opinion of the Manager ought to be established to

further the harmonious and satisfactory operation of the property for the common benefit of the owners;

- (d) prepare and keep current the Corporation register from information supplied by the Board;
- (e) collect and receive all monies payable by the owners under the declaration and by-laws, in trust for the Corporation, and deposit the same in a separate trust account to be maintained by the Manager, or as the Board shall direct. All such monies shall thereafter be held in trust by the Manager and be used to:
  - (i) make payments of all accounts properly incurred by or on behalf of the Corporation;
  - (ii) arrange and pay for insurance in accordance with the provisions of the declaration and by-laws in amounts directed by the Board;
  - (iii) repair and maintain or cause to be so repaired and maintained, those parts of the property which require repair and maintenance by the Corporation in accordance with the provisions of the declaration and by-laws and without limiting the generality of the foregoing, such repair and maintenance shall include all lawns and landscaped areas; snow removal; the keeping of the common elements in a neat and tidy condition by the removal of litter therefrom; keeping all electrical wiring circuits and lighting fixtures in the common elements in good working order and providing all necessary light bulbs; to provide for the removal and disposal of garbage; maintain such staff as may be required at all times promptly and efficiently to carry out the foregoing;
- (f) keep accurate accounts of the financial transactions involved in the management of the property and render to the Board quarterly statements of income and expenditures with respect thereto and keep such accounts open for inspection by the Board at all reasonable times.

6. The duties of the Manager shall not include the duties of the officers of the Corporation set forth in the by-laws, except as specifically otherwise provided in this Agreement.

7. The Manager may engage any parent or subsidiary Corporation or any person, firm or Corporation associated, affiliated, or otherwise connected with it (hereinafter called "Affiliate") to perform any work or services for the Corporation, within the scope of the Managers duties under the provisions of this Agreement, without being in breach of any fiduciary relationship with the Corporation, subject, however, to the following provisions:

- (a) where the cost of performing such work or services does not exceed the amount of Five Thousand Dollars (\$5,000.00), the Manager shall be entitled to have such work or services performed by an Affiliate;
- (b) any work or services to be performed, the cost of which exceeds the amount of Five Thousand Dollars (\$5,000.00), shall not be performed by an Affiliate unless the Manager has first obtained the approval of the Board.

8. Upon the registration of the declaration and thereafter at the beginning of each fiscal year during the term of this contract, the Manager shall furnish to the Board in writing an estimated budget for the following year setting forth by categories the Manager's best estimate of all expenses of the operation of the property for the coming year including, without limiting the generality of the foregoing, any taxes payable by the Corporation, insurance premiums, water, gas, and electric rates, and cost of all repairs, renewals, maintenance and supervision of the property. Upon request of the Board or whenever in the opinion of the Manager any change from the expenditures forecast in the annual budget makes it desirable to do so, the Manager will submit to the Board a supplementary budget covering the expenses of the operation of the property for the then remaining portion of the current fiscal year. The Manager will at all times hold itself available for consultation with the Board for the purpose of establishing or revising the common expenses to be paid by the owners under the provisions of the declaration and by-laws.

9. If a management office is provided, any office furniture or equipment provided by the Manager within said office or the building shall be the sole property of the Manager.

10. The Manager will at all times keep the Board and all owners advised of the telephone number or numbers at which an agent of the Manager may be reached at any time during normal business hours in respect of any infraction of the declaration, by-laws or rules and regulations, or at any time during the day or night in respect of any emergency at the property and the Manager will make arrangements to deal promptly with any emergency arising in connection with the maintenance and operation of the property. The Manager shall deal in the first instance with minor emergencies and infractions and shall forthwith report to the Board any major emergency or any persistent, flagrant, or serious violation of the declaration, by-laws or rules and regulations. It is understood and agreed by the parties hereto that the Manager shall in its discretion determine whether or not an emergency exists and whether or not such emergency is of a minor or major nature.

11. The Corporation shall:

- (a) pay to the Manager, monthly, for its managerial services hereunder during the term of this agreement, fees equal to the sum of Twenty-three Dollars and Sixty-five Cents (\$23.65) per dwelling unit and commercial unit per month plus goods and services tax for the first year of the Agreement and for each year thereafter the management fee shall increase based on an annual C.P.I. (as defined herein) adjustment by multiplying the annual management fee on each anniversary of the commencement date of the Agreement times a fraction, the numerator of which is the C.P.I. on the relevant anniversary and the denominator of which is the C.P.I. on the commencement date of the Agreement. "C.P.I." means (1) the Consumer Price Index (all items for regional cities, based on the year 1992 equals 100) published by Statistics Canada or its successor, for the City of Burlington, or its successor; or (2) if the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Manager; if a substitution or replacement is required or if the base year for the Consumer Price Index (or the replacement index) is changed, the Manager will make the necessary

conversions. It is understood and agreed that such remuneration does not include the cost of performing any services set forth in paragraph 5(e) hereof, which services shall be an additional charge to the Corporation;

- (b) reimburse the Manager promptly for any monies which the Manager may elect to advance for the account of the Corporation provided that nothing herein contained shall be construed to obligate the Manager to make any such advance;
- (c) except in the case of negligence on the part of the Manager, its servants or agents, indemnify and save harmless the Manager from any and all liability and from all claims and demands arising out of damage or injuries to persons or property in or about or in any way connected with the property, and defend at the expense of the Corporation all suits which may be rendered against the Manager on account thereof, provided that nothing contained in this subparagraph shall release the Manager from any liability to the Corporation in respect of a breach of any of the Manager's covenants herein contained;
- (d) deliver to the Manager copies of all by-laws and rules and regulations made by the Corporation or the owners.

12. The Manager may, at its option, terminate this Agreement by sixty (60) days' written notice to the Corporation and upon the expiration of such notice, all obligations of the Manager pursuant to the provisions of this Agreement shall cease and the Corporation shall pay to the Manager any monies due to it up to the date of such termination of this Agreement. The Manager shall also have the right, on twenty (20) days' written notice to the Corporation, to assign this Agreement to a third party. Upon such third party agreeing in writing to assume this Agreement, the Manager shall be released of its obligations hereunder and the assignee shall receive the benefits and assume the burdens hereunder as if it was named the Manager in the first instance.

The Corporation may terminate this Agreement with or without cause upon giving sixty (60) days' notice in writing to the Manager to such effect, provided that sixty-six and two-thirds percent (66- 2/3%) of the members of the Corporation have voted to authorize such termination by resolution passed at a general meeting of the Corporation duly called and held for that purpose. Without limiting the generality of the foregoing, cause shall be deemed to include the failure of the Manager to observe and perform its covenants and agreements herein contained within ten (10) days after receiving notice in writing from the Corporation of such failure; or the Manager becomes bankrupt or is declared insolvent or makes an authorized assignment for the benefit of creditors or petitions for its winding up.

13. All notices required or permitted to be given hereunder shall be sufficiently given:

- (a) to the Corporation if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Corporation at the address for service set out in the declaration or at such other address as the Corporation may from time to time designate by written notice pursuant hereto; and

(b) to the Manager if signed by or on behalf of the party so giving notice hereunder, and delivered or mailed by prepaid registered post to the Manager at: 499 King Street, Hamilton, Ontario, L2N 1E1 or at such other address as the Manager may from time to time designate by written notice pursuant hereto.

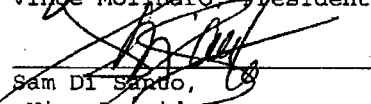
All such notices shall be deemed to have been received on the business day next following the date of such mailing.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

HALTON STANDARD CONDOMINIUM CORPORATION NO. 504

Per:


  
Vince Molindro, President

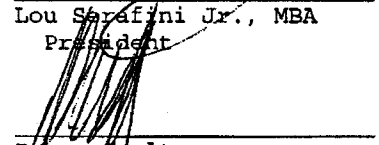
  
Sam Di Santo,  
Vice-President

We have the authority to bind the Corporation

FENGATE CONDOMINIUM MANAGEMENT LTD.

Per:

  
Lou Serafini Jr., MBA  
President

  
Roger Coulter,  
Vice-President & Controller

We have the authority to bind the Corporation