

# MANAGEMENT AGREEMENT

BETWEEN:

**BLACK BIRCH HEIGHTS HOMEOWNER CORPORATION**, a Corporation duly incorporated under the *Canada Not-for profit Corporations Act* S.C 2009, c. 23

(hereinafter called the "**Corporation**")

**OF THE FIRST PART**

AND:

**ASSOCIA CANADA HOLDINGS, INC. o/a C-ERA PROPERTY MANAGEMENT & REALTY**, with an office in the City of Calgary, in the Province of Alberta

(hereinafter called the "**Manager**")

**OF THE SECOND PART**

Whereas the Corporation was established for the purposes of managing certain affairs and commonly owned property of the owners of the Corporation.

Whereas a complex of **346** residential condominium units and related facilities and common property and other real and personal property known as "**Black Birch Heights Homeowner Corporation**" (hereafter called the "Condominium") on those certain lands and premises municipally described as Lot 153, Canada Lands Survey Records Plan 114060, as registered in the Indian Lands Registry, and located in Taza Park on Tsuut'ina Nation, Alberta, and Common Property as Defined in the Cond Building Plan to be registered on the Lands, or in the Bylaws of the Corporation, Excepting there out all mines and minerals

(hereinafter called the "lands" and the lands and the building constructed thereon, and any other real and personal property or assets of the Corporation associated therewith hereinafter collectively called the "Properties"), and

Whereas the lands are subject to a head lease dated September 28, 2018, issued by His Majesty in favour of Tsuut'ina Land Development Limited Partnership, by its general partner, Tsuut'ina Land Development GP Inc., and registered in the Indian Lands Registry under instrument number 6109935, as assigned by the Nation Partnership to Tsuut'ina-Canderel Land Development Limited Partnership which assignment was registered in the Registry under number 6110316, and as further amended at any time and from time to time(the "**Head Lease**"); and

Whereas Tsuut'ina-Canderel Land Development Limited Partnership, as sub lessor, will entered into a sub lease with Crystal Creek Homes Inc., which will be assigned to CCH Black Birch Heights LP, , by its general partner, CCH Black Birch Heights GP Ltd. as the Developer of the Condominium (the "**Prepaid Residential Lease**");

Whereas the Developer intends sell a sub-sublease hold interest in the Units in the Condominium to ultimate purchaser who will occupy a Unit pursuant to a **Prepaid Homeowner Lease** agreement. Any person who acquires a sub-subleasehold interest in a Unit in the Condominium shall be referred to herein as a "**Unit Owner**";

Whereas the management and operation of the Condominium shall always subject to and in compliance with any and all terms, conditions and restrictions as may be set out in the Head Lease, the Prepaid Residential lease and any Prepaid Homeowner Lease as may be entered into; and

The Head Lease, the Prepaid Residential Lease and the Prepaid Homeowners Lease shall be collectively referred to herein as the "**Lease Agreements**"; and

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Whereas the Manager has offered to render management services to the Corporation for the remuneration and subject to the terms and conditions hereinafter set forth, and

Whereas the Corporation has the authority to engage a management agent on behalf of the Corporation to manage the Properties and the Corporation desires to employ the manager to manage the Properties.

Now therefore, this Agreement witnesseth that, in consideration of the mutual covenants and agreements herein contained the parties agree as follows:

**TERM**

- 1. The Corporation hereby employs the Manager exclusively to manage the Properties for a period of **one (1) Year** commencing **TBD 2026** and thereafter, for yearly periods from time to time unless:
  - (a) on or before sixty (60) days prior to the expiration of the initial term or any renewal term, either party hereto shall notify the other in writing that it elects to terminate this Agreement at the end of the said period.  
  
If notice to terminate is not received in accordance with Clause 1 (a) then the renewal rate for the next one-year period shall increase by a 3% increase to the management fee charged in the previous year;
  - (b) subject to earlier termination pursuant to any provisions in the Lease Agreements or as may be set out in the By-laws of the Corporation; and
  - (c) subject to earlier termination provisions in clause 16.

**SERVICES**

- 2. The Manager agrees to manage the Properties to the extent, for the period and upon the terms and conditions herein provided. More particularly, the Manager agrees to perform the following services in the name of and on behalf of the Corporation, at the cost of the Corporation and the Corporation hereby grants the Manager such authority and power as may be required by the Manager to perform or effect performance of such services:
  - (a) The Manager shall collect and, as necessary, receipt all monthly assessment and contributions and other charges due to the Corporation for operation of the Condominium including any special levies, contingency and reserve funds included therein or relating thereto provided that the Manager shall have no responsibility for collection of delinquent assessments and contributions or other charges except sending notices of delinquency unless otherwise authorized and directed by the Corporation. When authorized, the preparing, registering, and discharging of the Caveats filed by the Manager on behalf of the Corporation shall be at the expense of the Corporation. The Manager and the Corporation may mutually agree to assess additional amounts against the defaulting owners in collecting the arrears. The Corporation may authorize and direct the Manager, as its agent, to charge interest on the arrears of assessments of defaulting Owners and represents that the Bylaws grant the Corporation the power to collect such interest.  
  
It is acknowledged by the Manager that subject to the direction of the Corporation, they will initiate the filing of caveats on those units whose condominium fees remain unpaid;
  - (b) The Manager shall maintain records showing all receipts and expenditures of the Corporation relating to the Properties and shall, on or before the thirtieth (30th) day of the month, submit to the Corporation a Financial Statement for the preceding month;
  - (c) The Manager shall prepare and submit to the Corporation, on or before the first (1st) day of the month preceding the last month of the current fiscal year of the Corporation during the term hereof, a

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recommended budget for the operation and management of the Condominium for the next fiscal year showing anticipated receipts and expenditures for such year. The Manager shall also assist the Corporation in determining the appropriate amount of assessments or contributions to be paid by each Owner of a Unit of the Condominium for common expenses in the manner provided for and as required by the Lease Agreements and the By-laws of the Corporation, and recommend such revisions thereto as may from time to time be appropriate;

- (d) Within one hundred and twenty (120) days after the end of each fiscal year, the Manager shall submit to the Corporation a Financial Statement relating to the Properties for the preceding year, provided that this service shall not be construed to require the Manager to supply an audit. Any audits required in the day-to-day management of the Corporation shall be at the cost of the Corporation;
- (e) Subject to the provisions of and/or restrictions contained in the Bylaws and at the direction and at the sole expense of the Corporation, the Manager shall cause the Properties to be maintained and managed according to reasonable standards of maintenance and administration consistent with the character, age, size, and location of the Condominium, including and if applicable:
  - (i) Carpet cleaning and repairs;
  - (ii) Communication equipment repairs;
  - (iii) Common area door repairs (man doors and overhead doors);
  - (iv) Electrical repairs;
  - (v) Elevator maintenance;
  - (vi) Fire prevention equipment inspection and maintenance;
  - (vii) General common repairs and maintenance;
  - (viii) Janitorial services;
  - (ix) Landscaping;
  - (x) Mechanical and plumbing repairs;
  - (xi) Painting;
  - (xii) Parking lot maintenance;
  - (xiii) Pest control;
  - (xiv) Recycling;
  - (xv) Roof repairs;
  - (xvi) Security and access controls;
  - (xvii) Snow removal; and
  - (xviii) Waste removal.
- (f) Based on the budget previously approved by the Corporation, the Manager shall engage and/or put in place and discharge all necessary contractors and on-site personnel required to properly and physically maintain and operate the Properties, as instructed by the Corporation. Any "on site" personnel shall be employees of the Corporation and shall be directed by the Manager, as instructed by the Corporation. All salaries, taxes, severances, and other expenses payable on account of such employees shall constitute common expenses of the Corporation and not expenses of the Manager. Subject to the restrictions set forth in clause 12 hereof, the Manager may engage any person, firm, or corporation to perform any work or services which the Manager agrees to supply to the Corporation hereunder;
- (g) The Manager shall use its best endeavours to ensure that no claim or lien shall be filed in respect of any work which may be carried out on behalf of the Corporation against title to the Properties or any Unit of the Condominium and, if a claim or lien shall be filed in respect of such work, it shall forthwith take all necessary steps to have the same removed and discharged;
- (h) The Manager shall execute and file all returns and other instruments and do and perform all acts required on behalf of any Corporation's employees in respect of Unemployment Insurance contributions and deductions, Canada Pension Plan contributions and payments, the Canada Income Tax Act and any other employee and employer contributions or payments required under any social, labour or tax

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legislation in force from time to time, and, in connection therewith, the Corporation agrees, upon request to execute and deliver promptly to the Manager all necessary powers of attorney, notices of appointment and like approvals or directions;

- (i) Subject to the direction of the Corporation, the Manager shall facilitate on behalf of the Corporation or utilize the services of a broker for such contracts as water, electricity, gas, and such other services for that portion of the Properties constituting common property (but not any individually metered Units) as may be necessary or desirable. All such contracts shall be in the name of and at the expense of the Corporation.

The Manager shall also purchase, on behalf of the Corporation, such equipment, tools, appliances, materials and supplies as are necessary for the proper operation and maintenance of the Properties. All such purchases shall be in the name of the Corporation (or alternatively, in the name of the Manager but shall be made on behalf of the Corporation and at the expense of the Corporation). The Manager or its Affiliate may earn a profit because of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Corporation and/or its residents; and the Manager or its Affiliate may receive fees from vendors in exchange for the Manager's dissemination of marketing information about such vendors to the Manager's managed corporations (including the Corporation) and their residents.

- (j) The Manager shall pay from the funds it receives on behalf of the Corporation, but only to the extent thereof, all taxes payable by the Corporation, all applicable building inspection fees, premium and deductibles on insurance policies of the Corporation, water rates, and other municipal or governmental charges, and all other charges or obligations incurred by the Corporation with respect to maintenance or operation of the Properties, incurred by the Manager on behalf of the Corporation pursuant to the terms of this Agreement or pursuant to other authority granted by the Corporation;

- (k) The Manager shall maintain appropriate records of and shall be responsible for obtaining information for the Corporation with respect to insurance coverage, and for placing insurance coverage carried by the Corporation. The Manager agrees, to the best of its ability, to advise the Corporation of the nature and extent of insurance coverage required to be carried by the Corporation pursuant to the Lease Agreements or the By-laws; provided that the Corporation will indemnify and hold harmless the Manager from any loss, costs or damages arising out of any claim, suit, or charge by any person whomsoever, relating to inadequate insurance coverage. The Manager shall cooperate with the Corporation in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the Properties, including any damage or destruction thereto;

- (l) The Manager shall keep the Corporation advised of the telephone number or numbers at which an agent or representative of the Manager may be reached at any time during normal business hours in respect of any breach or violation of the Lease Agreements, By-laws or any rules and regulations being in force by the Corporation. The Manager shall also keep the Corporation advised of the telephone number at which his representative can be reached at other than normal business hours;

- (m) The Manager shall report to the Corporation any major emergency. It is understood and agreed by the parties hereto that the Manager shall, in its discretion, determine whether or not any emergency exists and whether or not such an emergency is of a minor or major nature. The Manager shall deal immediately with any emergency arising in connection with the maintenance and operation of the Properties, which is determined, as such by the Manager.

The Manager shall report to the Corporation any persistent or serious violation of any of the Lease Agreements, the Bylaws or any rules or regulations in force. The Manager shall deal promptly with such issues;

- (n) The Manager shall, based on the information and documents made available to it, attempt to keep an up-

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to date record of the names, and addresses of all Unit Owners and any tenant thereof of which it has knowledge. The registered address of the Unit Owner by way of Prepaid Homeowner Lease Agreement is deemed the address for service, unless advised otherwise in writing. If the Corporation receives notices or notifications from registered mortgagees or other persons claiming an interest in any Unit, the Corporation shall forthwith communicate that information to the Manager;

- (o) The Manager, on behalf of the Corporation, shall, on the application of a Unit Owner or any person authorised in writing by him provide certificates and information statements, as anticipated by the Lease Agreements or the Bylaws of the Corporation. The Manager shall, as authorised in the Bylaws, but subject to the Lease Agreements, be entitled to collect from and charge the requesting party, for its own account, a reasonable fee, as per the fee schedule in Schedule A of this agreement, to compensate it for the expenses it incurs in producing and providing the certificates on behalf of the Corporation.

Similarly, upon the written request of an owner, purchaser or mortgagee of a Unit, the Manager, on behalf of the Corporation, shall, within ten (10) days of receiving that request, provide to the person making the request all or any of the statements, particulars or copies, unless where prohibited under the Lease Agreements, unless notified by the Corporation that it asserts privilege with respect to any document or report and that the document or report is not to be provided (hereinafter called the "Information on Request Documents"). The Manager shall make the "Information on Request Documents" available on their TownSquare portal at no charge to the requesting party;

- (p) The Corporation shall advise the Manager of any leases or other dispositions of the common property, or any part thereof made by it and the Manager shall maintain records of such dispositions;
- (q) The Manager shall assist, advise, and co-operate with the Corporation in providing any documents requested by governmental authorities having jurisdiction in that regard;
- (r) Provided the Lease Agreements and By-laws so authorise the Corporation and, on the express direction of the Corporation and at the sole cost and expense of the Corporation, the Manager agrees, in the name of and on behalf of the Corporation, to:
  - (i) commence and prosecute proceedings with respect to contravention of the Lease Agreements or By-laws;
  - (ii) give notices to give up possession of Units under the provisions of the Lease Agreements or the Bylaws; and
  - (iii) make applications to the Court, and to do all such things as may be reasonably required to complete the eviction of any tenant pursuant to the procedures referred to herein;
- (s) The Corporation and the Manager shall periodically consult with each other with a view to revising the By-laws and any rules and regulations to further the harmonious and satisfactory operation of the Properties for the common benefit of all Unit Owners. At the request and cost of the Corporation, the Manager agrees to forward to the Unit Owners copies of any revised By-laws, rules or regulations with a covering explanatory letter or memorandum; and
- (t) The Manager shall not be responsible for failure to perform or have performed any of the above services where such failure is caused by strikes, unavoidable casualties, or any other cause beyond the reasonable control of the Manager, except lack of finances of the Manager.

**EXPENDITURE LIMIT**

3. In discharging its responsibilities under clause 2 hereof, the Manager shall not make any single expenditure nor

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incur any contractual obligation exceeding **Three Thousand (\$3,000.00) Dollars**, without the prior written consent of the Corporation, unless such expenditure or obligation is provided for in the current budget approved by the Corporation for the Properties. Provided that the Manager may, on behalf of the Corporation, without prior consent, expend any amount, or incur a contractual obligation in any amount, required to deal with emergency conditions which may involve a danger to life or property or may threaten the safety of the Properties or the Unit Owners and occupants thereof, or may threaten the suspension of any necessary service to the Properties; and provided further that no such consent shall be required to repay any loan made by the Manager pursuant to the terms of sub-clause 6(c) hereof.

**PREFERRED VENDOR PROGRAMS AND OTHER REFERRALS**

4. The Corporation acknowledges and accepts the Manager, from time to time, may receive certain referral fees or other remuneration, as is set out in Schedule “B” attached hereto. The amendment, addition, deletion, or other alteration of said Schedule “B” does not affect the remainder of this Agreement, and complies with Rules 45, 80.82, and any other requirements for disclosure or notice under the *Real Estate Act Rules*.

**LIMITS OF AGREEMENT**

5. Notwithstanding any other provision of this Agreement, the Manager shall not be responsible for:
- (a) Any costs that are incurred with the collection of condominium fees, assessments and any and all other collections from owners; including the time of Manager to prepare arrears and all associated work in relation to collection and assessment as per sub clause 7(a) of this agreement;
  - (b) The completion of major repairs or replacement of depreciating property, construction work, remedial work or developer deficiencies or the maintenance of or repairs to individual dwelling units or buildings of the Condominium or portions of the units or adjacent lands that do not form part of the common property (such maintenance and repairs shall be the responsibility of the individual owners or the Corporation, as the case may be);
  - (c) Acting as liaison between the individual Unit Owners and the Corporation or any mortgagee of the Properties, such as taking the position of mediation between parties in disagreement; and
  - (d) Acting on or attending to in person or acting in a capacity where peace officers should be involved or as a third party in a complaint whereby criminal activity has taken place, is underway or suspected.

**TRUST DEPOSITS**

6. (a) The Manager agrees that all moneys received by it on behalf of or from the Corporation shall be deposited and kept in a separate, designated brokerage, trust account in a Canadian chartered bank or trust company selected by the Manager.

Unless the Corporation otherwise directs, the Manager shall deposit funds surplus to the current requirements of the Corporation in separate, designated brokerage trust account with such bank or trust company. The Manager shall not be responsible for or held accountable for the rate of interest provided by any financial institution on any of the trust accounts or on any investments.

The Manager also maintains a pooled trust account to accept debit and credit card transactions made at the Manager’s office. The Manager may charge a processing fee to the payee at the time the transaction is made. The Manager agrees to transfer any moneys that belong to the Corporation from pooled trust account to the Corporation’s trust account.

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- (b) The Corporation agrees that each preauthorized debit transaction processed on behalf of the Corporation will incur a charge of **twenty-five cents (\$0.25)**. The Corporation also agrees that the Manager may charge a scanning fee of **twenty-five cents (\$0.25)** per cheque should the Corporation require copies of cheques processed by the Manager.
- (c) All expenses of operation and management shall be paid from the funds the Manager receives on behalf of the Corporation pursuant to sub clause 6(a) and deposited in accordance with sub clause 6(a) above, and the Manager is authorised to pay any amount owed to the Manager by the Corporation from such account at any time without prior notice to the Corporation. The Manager shall have no obligation to loan funds to the Corporation for any purpose whatsoever.
- (d) The Corporation cannot advise the Manager to hold payment of any invoice unless the work has not been completed or completed to the satisfaction of the Corporation. The Board of Directors approve the expenditures of the Corporation by way of budget approval and cannot create any situation to order non-payment for any service that may cause harm to the credit of the Manager or the Corporation.
- (e) The Manager agrees, at its cost to obtain and maintain employee dishonesty coverage/commercial fidelity bond. The Manager agrees from time to time at the request of the Corporation, to provide evidence of the coverage described herein.
- (f) The Corporation agrees to pay to the Manager, a management fee, as compensation to it for the services to be rendered by the Manager in accordance with this Agreement, the sum of **Eight Thousand Three Hundred and Four (\$8,304.00) per month, plus GST** payable in advance on the first day of each and every month during the term of this Agreement subject to the following scale as units are built and occupied:

<b>1-82</b>	<b>Units Occupied</b>	<b>\$1,968.00/month plus GST</b>
<b>83-178</b>	<b>Units Occupied</b>	<b>\$4,272.00/month plus GST</b>
<b>179-250</b>	<b>Units Occupied</b>	<b>\$6,000.00/month plus GST</b>
<b>251-346</b>	<b>Units Occupied</b>	<b>\$8,304.00/month plus GST</b>

**ADDITIONAL SERVICES**

- 7. In addition to the compensation payable to the Manager pursuant to sub clause 6(f) hereof, the Corporation agrees to pay to the Manager, according to the fee schedule in Schedule A of this agreement, for performing additional services or for such additional services not specifically provided for in this Agreement, including, but not so as to limit the generality of the foregoing:
  - (a) The calculation, billing and collection of interest and arrears on delinquent assessments and charges;
  - (b) The preparation and implementation of special levies;
  - (c) The administration of any security deposit accounts held by the Corporation;
  - (d) The proportionate cost of the annual Real Estate Council of Alberta fiscal year end trust account audit at the actual cost of the audit;
  - (e) Project oversight associated with insurable losses. If an insurance claim is filed and covered by the Corporation's insurance policy, the time of the Manager costs will be capped based on the Corporation's insurance coverage for additional management fees. If an insurance claim is not filed or not covered by the Corporation's policy, then costs will be charged based on the time of the Manager;

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- (f) AGM or SGM assistance with sign-in and/or the preparation of minutes;
- (g) The Corporation also agrees to pay the Manager for the Manager's administrative expenses associated with photocopying, supplies (envelopes/storage boxes), postage & courier charges, cell phone & long-distance charges, on-line communication charges, pre-authorized payments & cheque scans, record storage, shredding & delivery and dispatched emergency calls incurred in the management of the Properties;
- (h) The Corporation also agrees to pay to the Manager a Document Management fee of **\$0.00 per month** and to manage the information on Request Documents on the Town Square portal; and
- (i) The Corporation also agrees to pay to the Manager a fee of **\$0.00 per month** should the Corporation choose to use the Manager's Constant Contact system for email communications.
- (j) The Corporation also agrees the Manager may charge the parties who request various Condominium Documents outside of the Town Square portal and Estoppel Certificates based on the Manager's current fee schedule for such documents.
- (k) The time of the Manager incurred in the preparation and implementation of additional budgets in the same fiscal year;
- (l) A one-time file opening cost plus the time of the Manager (plus costs and disbursements) incurred in any proceeding or law suit involving the Corporation, including the commencement and prosecution of any and all proceedings on behalf of the Corporation;
- (m) The time of the Manager (plus costs or disbursements) incurred in giving notices to give up possession of Units and in making applications to the Court;
- (n) The time of the Manager, if the Manager is asked and consents, to undertake administration tasks associated with major repairs or replacements of depreciating property;
- (o) The time of the Manager, if the Manager is asked and consents, to investigate, review, supervise or manage any developer deficiencies;
- (p) The time of the Manager, if the Manager is asked and consents, to undertake special projects;
- (q) The time of the Manager (plus costs or disbursements) incurred in the preparation and circulation of newsletters and board meeting minutes;
- (r) The time of the Manager to produce documents such as owner's guides, house rules, rental undertakings;
- (s) The time of the Manager to deliver urgent or emergency notices that cannot be sent by other means;
- (t) The time of the Manager to assist with the revision of By-laws;
- (u) The time of the Manager incurred in the preparation and administration of special resolutions;
- (v) The preparation and administration of corporation loans & loan renewals;
- (w) The time of the Manager incurred in assisting with additional audits in the same fiscal year beyond the duties outlined in Clause 2 herein.

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**MEETING ATTENDANCE**

8. The Manager or an officer or employee thereof shall, at the request of the Corporation, attend **seven (7) meetings** of the Board of Directors of the Corporation per year for a maximum period of two (2) hours/meeting to be held during weekday daytime or evening hours and one (1) Annual or Special General Meeting of the Unit Owners per year for a maximum period of two (2) hours/meeting to be held during a week day evening and, if the Corporation requires additional or extended attendance, the Corporation shall pay the Manager, as per the fee schedule in Schedule A of this agreement, for any such further attendance. Should weather conditions present a safety concern for travel to a meeting of the Board of Directors; the Manager will have the option of participating in the meeting via a conference call should both parties agree.

The Manager or an officer or employee thereof or an Affiliate shall attend **four (4) site visits** per contract year.

**MINUTES OF MEETING**

9. The Manager shall **not** be required to record minutes of the meetings of the Board of Directors or of any annual general meeting or special general meeting of the Corporation. The recording of minutes shall be the responsibility of the Corporation and, in so doing, the Corporation will comply with the requirements of the *Personal Information Protection Act* of Alberta. The Corporation agrees to approve the minutes or the draft minutes of the annual general meeting so that they can be provided to owners within 60 days after an annual general meeting. The Manager shall be the custodian of the official records and documents of the Corporation, and such records and documents shall be retained either in the office of the Manager or in a storage facility close to the office of the Manager. The Corporation will be responsible for the off-site storage costs or alternatively, the Corporation may relocate the records to the property address.

**BOARD CONTACT PERSON**

10. The Corporation shall from time to time designate **a single individual** who shall be authorised to deal with the Manager in respect of any matter relating to the management of the Properties. In the absence of any other designation by the Corporation, the Chairman or President of the Board of Directors thereof shall have this authority. The Manager reserves the right to refuse abusive correspondence from any board member, owner, tenant, or visitor and to report such violations to the Board.

**COMPLIANCE**

11. The Manager acknowledges that they have received and are aware of the provisions of the Lease Agreements and the By-laws of the Corporation. The Manager is not responsible for compliance by the Corporation or by any of the Unit Owners in respect of any ordinances, laws, rules, or regulations whether municipal, provincial, federal, or made by any public authority or official thereof having jurisdiction over it, except to notify the Corporation promptly, or forward to the Corporation promptly, any orders, complaints, warnings, notices, summons or like documents received by it relating to such matters. The Corporation represents that, to the best of its knowledge, the Corporation complies with all such requirements and agrees to indemnify and hold harmless the Manager, its agents, servants and employees, of and from all loss, cost, damage, expense, or liability whatsoever which may be imposed on them, or any of them, by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations, except where unlawfully or negligently omitted or violated by the Manager or any of its agents, servants or employees.

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**AFFILIATE**

- 12. (a) At all times the Manager shall act in the best interests of the Corporation and all information on the development, management, or disposal of the Properties, or of any units or part thereof, and of the Corporation, whether financial or otherwise shall be treated and held confidentially.
- (b) The Manager may engage or use any person, firm or company associated, affiliated, or otherwise connect with it, including a parent or subsidiary company (hereinafter called an “Affiliate”, to perform any work or services for the Corporation within the scope of the Manager’s duties pursuant to the terms and conditions of this Agreement, without being in breach of any fiduciary or contractual relationship with the Corporation, subject, however, to the following provisions:
  - (i) The cost of performing such work or services does not exceed the sum of Three Thousand (\$3,000.00) Dollars, the Manager shall be entitled to have such work and services performed by such Affiliate; and
  - (ii) any work or services to be performed, the cost of which exceeds the sum of Three Thousand (\$3,000.00) Dollars, shall not be performed by any affiliate, unless the Manager either first obtained the approval in writing of the Board or upon the Board’s request has obtained two (2) bona fide quotes from parties other than such Affiliate, and has the work performed by such Affiliate at a cost not exceeding the lower of such quotes.

**INDEMNITY**

- 13. The Corporation covenants and agrees with the Manager as follows:
  - (a) To indemnify, defend and save the Manager harmless from and against all claims, demands, actions, causes of actions and suits in connection with the Properties and from liability for damage to property and injuries to or death of any Unit Owner, or any officer, agent or employee of the Corporation or other person whomsoever, except in those cases where the Manager has been adjudged to be grossly negligent or has committed an unlawful act, and to carry, at its own expense, public liability, property damage and personal injury liability insurance naming the Corporation and the Manager as insureds, which insurance shall be in form, substance and in amounts satisfactory to the Manager and the Corporation and comply with the requirements of the Lease Agreements and the By-laws, and to furnish to the Manager certificates or memoranda evidencing the existence of such insurance upon request. The Corporation shall provide such insurance and furnish such certificates or memoranda within thirty (30) days from the date of this Agreement;
  - (b) To pay all expenses incurred by the Manager as legal fees for counsel employed to represent the Manager or the Corporation in any proceeding or suit involving an alleged violation by the Manager or the Corporation, or either of them, of any provision, statute, ordinance, law or regulation but nothing herein contained shall require the Manager to employ counsel to represent the Corporation in any proceeding or suit; provided that, if the Manager shall have been finally adjudged to be grossly negligent or has committed an unlawful act the Manager shall bear the sole responsibility for fees of counsel;
  - (c) To provide the Manager with all documents and records available to the Corporation which may be required by the Manager to properly manage and operate the Properties and to perform its duties hereunder, including but not so as to limit the generality of the foregoing, a summary or list, as amended from time to time, indicating the ownership, occupant, and mortgagee of each unit of the Condominium; and
  - (d) To provide the Manager with a copy of the Lease Agreements and the By-laws of the Corporation and to notify the Manager from time to time of any amendments or additions thereto.

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**DISPUTE RESOLUTION**

14. In the event of any dispute arising between the parties hereto either party may give 60 days notice to the other party, constituting a dispute resolution period, after which, such dispute shall be resolved by arbitration pursuant to the provisions of the *Arbitration Act* of Alberta, or as otherwise agreed, in writing, by the parties.

**INTERPRETATION**

- 15. (a) The Manager shall abide by the Lease Agreements, as amended from time to time, or any legislation or regulations passed that affect the Project, and the By-laws of the Corporation as amended from time to time. Each party hereto acknowledges and agrees that this Agreement is subject to the provisions of the Lease Agreements and By-laws insofar as they are applicable to this Agreement and, in the event of any conflict between the Lease Agreements or the By-laws and any provision in this Agreement, the Lease Agreements or the By-laws shall prevail. The Manager agrees that it will perform its duties and obligations in a manner consistent with the Lease Agreements and the By-laws of the Corporation.
- (b) Words and expressions which have a special meaning assigned to them in the Act, the Lease Agreements or the By-laws of the Corporation have the same meaning in this Agreement unless a contrary intent is expressed in this Agreement.

**TERMINATION**

16. Notwithstanding any other provisions hereof, this Agreement shall terminate immediately with respect to paragraph (a) and (b) as stated below and upon sixty days (60) days written notice for paragraphs (c) and (d) as stated below:
- (a) The insolvency or bankruptcy of the Manager or upon the Manager taking any steps to wind up its business voluntarily, or otherwise;
  - (b) On the termination of the Condominium status of any building within the Condominium Plan as it presently exists or as it may be amended;
  - (c) If the Manager is proven to be grossly negligent in performing its duties to the Corporation hereunder; and
  - (d) If the Board of Directors is non-responsive to the Manager or acts in an unprofessional or inappropriate manner with the Manager or provides direction to the Manager that is in violation of the Lease Agreements or the Bylaws of the Corporation or any ordinance affecting the lands or is viewed by the Manager to be placing the Corporation in a liable position.

**CURING DEFAULT**

17. If clause 14 is not invoked, in the event of any complaint, defect, failure or omission on the part of the Manager or the Board of Directors or registered unit owner or representative thereof, save and except those set forth in clause 16 hereof, either party may serve the other with sixty (60) days written notice to cure such complaint, defect, failure or omission and provided that such complaint, defect, failure or omission is within the control of the Manager, Corporation, Board of Directors, unit owners or representatives thereof and all reasonable attempts have been made to cure the same, should the same not be cured or dealt with to the reasonable satisfaction of the other party within such time, then upon further written notice given either party (hereinafter called the “**2<sup>nd</sup> notice**”), this Agreement shall terminate 60 days following the 2<sup>nd</sup> notice.

Initial	
Corporation	Manager

**REPORTING ON TERMINATION**

18. Upon termination of this Agreement:

- (a) the Manager, shall, within thirty (30) days after the termination of this agreement, render a final accounting to the Corporation and pay over any balance in the Managers trust account remaining to the credit of the Corporation, less any amounts necessary to satisfy commitments made by the Manager pursuant hereto prior to the date of termination;
- (b) the Manager shall deliver to the Corporation within thirty (30) days after the termination of this agreement, and at no charge to the Corporation, all contracts, records, files and other documents and information which may be pertinent to the continuing operation of the Properties, and the Corporation shall provide access to the Manager at all reasonable times and upon reasonable notice to all such contracts, records, files and other documents or information subsequent to the termination of this Agreement, and
- (c) the Corporation shall assume the obligations of any and all contracts that the Manager has made for the purpose of arranging the services to be provided pursuant to this Agreement unless the Manager has advised the Corporation, in writing, that the contracts have been terminated effective to the same date of termination of this agreement.

**NOTICES**

19. (a) Any notice or demand required or permitted herein, shall be in writing and shall be effected by delivering the same or by sending the same in a postage prepaid envelope by registered mail, addressed to the Manager as follows:

**C-Era Property Management & Realty  
Suite B, 6010 – 12<sup>th</sup> Street SE, Calgary, Alberta, T2H 2X2**

and addressed to the Corporation at the Corporation’s address for service as set forth in the registry of the *Canada Not-for Profit Corporations*.

(b) Either of the parties hereto may change its address for notice by sending notice thereof to the other party.

**ASSIGNMENT**

20. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Manager shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees.

**GOVERNING LAW**

21. This Agreement shall be governed by and construed in accordance with the laws of the Tsuut’ina Nation and those laws of Canada and the Province of Alberta enforceable thereon. In witness whereof, the parties hereto have reviewed this agreement, in its entirety and caused these presents to be executed under their respective corporate seals, attested by the hands of their proper signing officers duly authorised in that behalf, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Initial	
Corporation	Manager

**BLACK BIRCH HEIGHTS HOMEOWNERS CORPORATION**

**For the Corporation:**

**Per:** \_\_\_\_\_

**Per:** \_\_\_\_\_

**ASSOCIA CANADA HOLDINGS, INC. o/a C-ERA PROPERTY  
MANAGEMENT & REALTY**

**Per:** \_\_\_\_\_

**Per:** \_\_\_\_\_

*In Office Use*

**Broker:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Initial	
Corporation	Manager

## SCHEDULE A

<b>Schedule of Additional Services</b>	
<b>Administrative Expenses</b> Photocopying Envelopes  Postage Courier charges EFT Processing	\$0.35/black & white copy, \$0.50/colour copy \$0.50 white envelope, \$0.75 all other envelopes  postage rates set by Canada Post plus 15% courier rates set by vendors plus 15% \$0.30 cents per unit per month
<b>After Hours Emergency Service</b>	\$100.00/emergency incident <i>Cost may be able to be billed back to an owner for non-emergency calls.</i>
<b>Arrears Collections &amp; Reminders</b> Friendly Reminder Email (one e-mail only/collection cycle for a unit) Demand Letters Caveat Warning Letters Caveat (includes title search, preparation, registration & discharge) NSF	\$25.00 (at board request only) \$75.00/letter \$75.00/letter plus the cost of a title search \$500.00/caveat plus the cost of Land Titles disbursements. \$50.00 per event <i>Cost for the NSF, demand &amp; caveat warning letters and the caveat may be able to be billed back to the owner in arrears.</i>
<b>Digital and Hard Copy Record Storage</b> Storage of corporation files in paper form Shredding or delivery of corporation records	\$50.00/box/year Contractor's invoice plus a 10% admin fee
<b>Legal Demand or HRC complaint</b>	\$250.00 file opening cost when the demand/complaint is served Time of the Manager for any hours thereafter
<b>Loan Administration</b> <b>Loan Administration at term renewal</b>	1.5% of loan amount 0.5% of loan renewal amount
<b>Sanctions</b> Sanction letters issued to owners or tenants for violation of the by-laws.	\$75.00 per letter
<b>Security Deposit Account Administration</b> Monthly administration of security deposits held by the corporation  Security deposit account termination & refund	\$25.00/month

Initial	
Corporation	Manager

<b>Schedule of Additional Services</b>	
processing	\$500.00
<b>Special Levy or Assessment Administration</b>	2% of the special levy or assessment up to \$500,000; 1% thereafter
<b>GST Remittance</b>	\$125.00 per annum
<b>Use of C-Era corporate credit card</b>	5% of the amount charged
<b>Time of the Manager</b>	\$125.00/hour <i>Please reference clause 7 herein for all instances where a Time of the Manager Charge may be incurred.</i>

<b>Schedule of Optional Services</b>	
AGM/SGM sign-in and minutes	\$400.00 for AGM or SGM sign-in and minutes \$300.00 for AGM or SGM minutes only
Virtual AGM or SGM meeting hosting	\$100.00/ hour or portion thereof
Chairing of AGM or SGM meeting	\$500.00 for a 2-hour meeting \$100.00/ hour or portion thereof after 2 hours
<b>Extended or Additional Meeting Attendance &amp; Additional Site Visits</b>	
Meeting attendance above what is provided for in the management agreement	\$200.00/ hour
Meeting attendance scheduled on a weekend or statutory holiday	\$400.00/ hour
Site visits above what is provided for in the management agreement	Time of the Manager

<b>Owner Requested Estoppel/Disclosure Statement Fee Schedule</b>	
<b>Estoppel Certificate</b>	\$200.00 (rush, within 3 days \$300.00)
<b>Disclosure Statement</b>	\$100.00 (rush, within 3 days \$150.00)

*All fees in Schedule A are subject to change based on possible changes to legislation or third-party pricing increases. All changes in fees will be communicated to the Corporation by providing at least 90 days' notice.*

<b>Initial</b>	
<b>Corporation</b>	<b>Manager</b>

**SCHEDULE “B”**

1. In accordance with Section 45 of the *Real Estate Act Rules*, as same may be amended from time to time, the Corporation acknowledges and accepts the Manager has referred the Corporation to the Manager’s preferred financial institution, being the Canadian Imperial Bank of Commerce (CIBC). The Corporation further acknowledges and accepts that Associa, the parent company of C-Era Property Management & Realty is entitled to receive referral and administration fees from CIBC for providing banking services to Associa clients.
  
2. The Corporation acknowledges and accepts the Manager has a Preferred Vendor Program, whereby the Manager may receive 5% of the value of all services provided by a Preferred Vendor to the Corporation, from the Preferred Vendor. The Corporation specifically acknowledges this provision complies with Section 80.82 of the *Real Estate Act Rules*, as same may be amended from time to time, and accepts this Preferred Vendor Program.

DRAFT

Initial	
Corporation	Manager