

UTILITY MONITORING AGREEMENT

Date of Agreement: JANUARY 30TH, 2017

Utility Monitor: PROVIDENT ENERGY MANAGEMENT INC.
(hereinafter called "Provident" or the "Utility Monitor")

Condominium Corporation: TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566
(hereinafter called the "Corporation" or the "Condominium")

Municipal Address of Condominium Property: 255 VILLAGE GREEN SQUARE, TORONTO, ONTARIO

Current Term: Five (5) years, commencing on the date of execution of this Agreement (the "Current Term").

Renewal Option: The Corporation may renew this Agreement for an additional term of five (5) years, commencing from the next date following the last day of the Current Term, upon written notice to the Utility Monitor of the Corporation's desire to renew same given at least 60 days prior to the end of the Current Term.

Monthly Administration Fee Payable by the Respective Unit Owners to the Utility Monitor: \$17.50 per dwelling unit per month, plus HST, subject however to a discount of \$2.00 per month applicable to those dwelling unit owners who agree in writing with the Utility Monitor to receive their bills/invoices electronically (ie. by e-mail) only (hereinafter referred to as the "Administration Fee"). The Administration Fee shall be increased annually to reflect the percentage increase (if any) in the consumer price index published by Statistics Canada for the City of Toronto (the "CPI").

WHEREAS each of the dwelling units in the Condominium are individually check metered for their respective hot water, electricity and thermal energy consumption, and each of the electrical parking units are likewise separately check metered for their respective electricity consumption (which check meters are hereinafter collectively referred to as the "Sub-Metering System");

AND WHEREAS the Corporation has agreed to retain the services of the Utility Monitor in connection with its reading of the Sub-Metering System and corresponding issuance of invoices to each of the dwelling unit owners, on a periodic basis (reflecting the cost of their respective consumption of utilities), and its ultimate collection of the payment of all such invoices, all as more particularly set out in this Agreement;

AND WHEREAS the Utility Monitor agrees to pay each of the bulk water, electricity and natural gas bills pertaining to the Condominium issued by the respective utility suppliers or authorities throughout the Current Term (the "Bulk Utility Bills") and will cause the Bulk Utility Bills to be issued directly to the Utility Monitor, as agent for the Corporation, from time to time,

AND WHEREAS the Corporation agrees to pay to the Utility Monitor the amount of each of the Bulk Utility Bills less the aggregate of the charges attributable to the respective dwelling units based on a reading of the Sub-Metering System by the Utility Monitor (the "Corporation's Share");

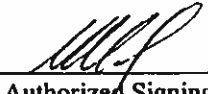
AND WHEREAS each dwelling unit owner shall be obliged to pay to the Utility Monitor his or her share of each of the Bulk Utility Bills, based on the cost of their respective consumption of utilities as measured by the Sub-Metering System;

AND WHEREAS the provisions of Schedule "A" attached hereto (the "Terms and Conditions"), as well as the provisions outlined in Schedule "B" attached hereto, shall form an integral part of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, and the Corporation hereby agrees to retain (and correspondingly appoints) the Utility Monitor as its exclusive agent, to provide the services of the Utility Monitor set forth in this Agreement, on the terms and conditions herein provided, and Provident agrees to act on behalf of the Corporation as its Utility Monitor, in accordance with the provisions of this Agreement, in a faithful, diligent and honest manner.

PROVIDENT ENERGY MANAGEMENT INC.

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer
We have authority to bind the Corporation

Address for service:
Provident Energy Management Inc.
20 Floral Parkway, Concord, Ontario, L4K 4R1

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

Per: 
Elio Zoffanetti - President
I have authority to bind the Corporation

Address for service:
Toronto Standard Condominium Corp. No. 2566
255 Village Green Square, Toronto, M1S 0L7

**SCHEDULE "A" TO THE UTILITY MONITORING AGREEMENT
TERMS AND CONDITIONS**

THE UTILITY MONITOR'S OBLIGATIONS

1. Throughout the Current Term and any renewal period, the Utility Monitor shall:

(a) cause the Bulk Utility Bills to be issued by the respective local water, electricity and natural gas suppliers directly to the Utility Monitor (as agent for the Corporation) and will pay the amount of each of the Bulk Utility Bills within the respective time periods so required by the local water, electricity and natural gas suppliers;

(b) read the Sub-Metering System and will issue monthly invoices (the "Invoices") to each of the owners of the dwelling units and the electrical parking units (the "Unit Owners"), for the cost of their respective consumption of hot water, electricity and thermal energy, as the case may be (including all applicable regulatory charges and taxes) at the Corporation's bulk rates (or based on an estimate where a reading of the Sub-Metering System was not practical), together with the monthly Administration Fee on a per dwelling unit basis (hereinafter collectively referred to as each dwelling unit owner's "Individual Share"), on the express understanding that:

(i) each of the Invoices shall require payment to the Utility Monitor by each of the Unit Owners on or before the sixteenth (16th) day following the receipt of the respective Invoices (the "Due Date"); and

(ii) the Utility Monitor shall not be entitled to interrupt or terminate any hot water, electricity and/or thermal energy service to any of the Defaulting Owners (as hereinafter defined), but shall nevertheless be entitled to charge reasonable late payment fees to each of the Defaulting Owners in order to fund (or reimburse) the Utility Monitor's costs of collection;

(c) maintain, repair and/or replace the Sub-Metering System (or any portion thereof), as and when required, including:

(i) testing, servicing, fixing after normal wear and tear, and replacing all obsolete, worn-out or failed components and/or equipment from time to time;

(ii) keeping same in good working order, so as to minimize or eliminate interruption in its operation, and to ensure that same operates in full compliance with all applicable requirements established by Measurement Canada, and all other governmental authorities having jurisdiction over same, from time to time; and

(iii) responding promptly to all reasonable requests for the maintenance and/or repair of the Sub-Metering System received from Corporation from time to time;

(d) address (and where necessary, rectify) any concerns related to the proper functioning of the Sub-Metering System, as soon as reasonably possible after notice by the Corporation, subject however to the overriding provisions of Section 4 hereof;

(e) have the unilateral right to terminate this Agreement, by written notice to the Corporation, without prejudice to any other rights that it may have as a result of the Corporation's default, in the event that the Corporation defaults in the due and regular performance of any of its obligations hereunder, and fails to fully rectify same within fifteen (15) days after written notice thereof from the Utility Monitor; and

(f) ensure that its duties and operations set out herein are performed in accordance with all applicable laws.

THE CORPORATION'S OBLIGATIONS

2. Throughout the Current Term and any renewal period, the Corporation:

(a) shall pay directly to the Utility Monitor the Corporation's Share of each of the Bulk Utility Bills (together with applicable HST) within seven (7) days of receipt of each invoice from the Utility Monitor. In order to facilitate such periodic payment, the Corporation shall participate in a pre-authorized payment plan with the Utility Monitor, and shall execute and deliver such bank forms and authorizations (including the provision of an unsigned cheque marked "void" from its bank account to be used for such purpose) as may be reasonably required from time to time by the Utility Monitor in order to implement such pre-authorized payment plan. The Corporation's Share of each of the Bulk Utility Bills (together with applicable HST) shall be payable and concomitantly withdrawn pursuant to such pre-authorized payment plan, seven (7) days following receipt of each invoice for same from the Utility Monitor.

(b) shall promptly forward to the Utility Monitor a copy of the Bulk Utility Bills that are received directly by it, as and when so received;

(c) shall forward to the Utility Monitor an up-to-date list of the names and contact information (including addresses for service) of all unit owners in the Condominium according to its records from time to time, together with all updates to same;

(d) hereby grants to the Utility Monitor the right to enter all units and common elements of the Condominium on the Corporation's behalf, at all reasonable times, to perform its services hereunder, all as may be permitted pursuant to the *Condominium Act 1998, S.O. 1998, as amended* (the "Act");

(e) shall supply, without charge, adequate space within the Condominium Property to facilitate the Utility Monitor's services, in a location secured by a locked door;

- (f) hereby irrevocably authorizes and directs the Utility Monitor (as agent for the Corporation) to take all reasonable steps to collect and enforce any outstanding payments owing by any of the Unit Owners who has not fully paid any of the Invoices issued by the Utility Monitor when due (the "Defaulting Owners"), as contemplated in the declaration of Corporation, including the right to charge interest on delinquent accounts at the rate of 24% per annum, calculated monthly not in advance, as well as the right to execute, serve, register and/or enforce all requisite liens for common expense arrears against the Defaulting Owners pursuant to the provisions of the Act (and to discharge any such liens upon the payment and satisfaction of all amounts owing by the Defaulting Owners), including without limitation, the Notice of Lien to Owner (Form 14) under the Act, the requisite acknowledgment and direction to facilitate the registration of the lien under the Teranet electronic registration system, and to cause all requisite notices to all registered encumbrancers to be issued and served. The Corporation also hereby irrevocably authorizes and empowers the Utility Monitor (as agent for Corporation) to commence, prosecute, settle and enforce any and all claims against the Defaulting Owners in respect of any unpaid Invoices issued by the Utility Monitor in accordance with this Agreement. Any proceeds received by the Utility Monitor in connection with any amount owing by any of the Defaulting Owners in respect of his or her Individual Share of any of the Bulk Utility Bills (including interest and any costs of enforcement, etc.) shall be for the account of the Utility Monitor, and any such proceeds received by the Corporation shall be promptly paid over by the Corporation to the Utility Monitor, and the Utility Monitor shall correspondingly be entitled to directly debit the Corporation in respect of any such amounts so received by the Corporation. The foregoing rights and/or remedies exercisable by the Utility Monitor pertaining to any of the Defaulting Owners shall continue to be applicable and enforceable following the expiration of the Current Term and/or the termination of this Agreement, with respect to any unpaid Invoices theretofore issued by the Utility Monitor in accordance with this Agreement;
- (g) expressly acknowledges and agrees that annual CPI increases in respect of the Administration Fee shall be based on the percentage increase in the CPI published by Statistics Canada (all items for regional cities) for the City of Toronto during the immediately preceding year, determined by comparing the CPI as at the beginning of such year, with the CPI as at the end of such year;
- (h) shall not permit the use of, or any tampering with, the Sub-Metering System by anyone other than the Utility Monitor;
- (i) shall consult with the Utility Monitor and ascertain, prior to the Corporation's issuance of any status certificate in respect of any of the units in this Condominium, the existence and amount of any default owing in respect of any utilities whose consumption is read and monitored by the Utility Monitor, and shall record the amount of any such default in such status certificate; and
- (j) acknowledges and confirms that a resolution of the board of directors of the Condominium has been passed (and will be in effect throughout the duration of the Current Term and any renewal period) which expressly authorizes and approves of the Corporation entering into this Agreement and performing and fulfilling its obligations hereunder.

MISCELLANEOUS

3. All capitalized terms used in this Schedule shall have the meanings respectively assigned to such terms in the Utility Monitoring Agreement to which this Schedule is annexed. Such agreement, together with this Schedule "A" is referred to as the "Agreement". For the purposes of this Agreement, the word "Term" shall mean the Current Term as same may be renewed in accordance with the provisions of this Agreement, or as otherwise renewed under law.
4. The Utility Monitor shall not be liable for any injury or damage caused, either directly or indirectly, to any person(s) or property, whether resulting from the maintenance, repair, monitoring, reading, and/or malfunction of the Sub-Metering System, or otherwise, in excess of ONE THOUSAND (\$1,000.00) DOLLARS in respect of any claim, to a maximum of TEN THOUSAND (\$10,000.00) DOLLARS in the aggregate, regardless of the circumstances surrounding the claim or any alleged breach, or its severity, or the magnitude of the resulting damage, loss or injury occasioned to the Corporation and/or to others, and irrespective of whether Provident is responsible or liable, either directly or indirectly, as a result of its negligence, gross negligence, recklessness and/or wilful misconduct, and whether or not the claim or alleged breach is based or founded in contract law, tort law or in equity.
5. Notwithstanding anything contained in this Agreement to the contrary, and in recognition of the fact that this Agreement falls under the purview of section 112 of the Act, it is understood and agreed that the Corporation may, at its option, terminate this Agreement at any time prior to the expiry of twelve (12) months following the election of a new board of directors at the Corporation's turnover meeting convened in accordance with the provisions of section 43(1) of the Act, upon giving not less than sixty (60) days prior written notice of same to Provident, and on or before such termination, all outstanding amounts owed by the Corporation to Provident in accordance with the provisions of this Agreement shall be fully settled and paid.
6. Notwithstanding any termination of this Agreement, and in recognition of the fact that each of the Bulk Utility Bills is issued by the local utility suppliers in the month following the consumption of the utility referred to therein, it is understood and agreed that the Utility Monitor shall continue to provide the services described herein with respect to the last fully completed month immediately preceding any such termination of this Agreement (or with respect to the last month immediately preceding the expiration of the Current Term), such that the Utility Monitor will, in the month following the month in which notice of termination has been given (or in the month following the expiration of the Current Term), pay the Bulk Utility Bills pertaining to such last month, read the Sub-Metering System and issue Invoices to the Unit Owners (and shall also attend to the collection of the Invoices and correspondingly

retain all of the rights and remedies under Section 2(f) with respect to such Invoices), and shall be entitled to debit the account of the Corporation in respect of the Corporation's Share.

7. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. No amendment to this Agreement shall be binding unless it is in writing and signed by both parties.
8. In the sole discretion of the Utility Monitor, any of its rights or obligations under this Agreement may be performed by an independent person or company designated by it.
9. No waiver by either party hereto of any breach or default committed by the other party hereto, and no failure or neglect by either party hereto to exercise any rights arising under or pursuant to this Agreement or to insist upon strict compliance with the obligations of the other party hereto, shall constitute a waiver of any subsequent breach or default, and shall not constitute a waiver of its right to require strict compliance with this Agreement.
10. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario.
11. Time shall be of the essence of this Agreement in all respects.
12. Notices hereunder may be delivered by mailing same to the intended party at its address for service indicated on page one, and if so mailed, same shall be deemed to have been effectively delivered and received on the second business day following the date of mailing. Notices may also be delivered by personal delivery/courier, and shall be deemed to have been effectively delivered when actually received.
13. This Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns, provided however that this Agreement shall at all times be personal to (and shall be non-assignable by) the Corporation, and provided further that the Utility Monitor may only assign this Agreement, in whole or in part, with the prior consent of the Corporation (which consent shall not be unreasonably withheld or delayed).
14. Each of the Corporation and Provident hereby acknowledges, confirms and agrees to: (i) retain the law firm of DelZotto, Zorzi LLP (the "Law Firm") in connection with the registration by the Utility Monitor (as agent for the Corporation) of any and all condominium liens arising from (or in connection with) any utility arrears of the Defaulting Owners, emanating from (or pertaining to) any of the periodic Invoices issued by the Utility Monitor from time to time which remain unpaid (in whole or in part) after their respective Due Date, and in connection with the commencement, prosecution, settlement and/or enforcement of any and all claims for unpaid utility accounts; and (ii) execute and deliver the consent to joint retainer, to and in favour of the Law Firm, in the form attached hereto as Schedule "B", forthwith following the execution of this Agreement.

**SCHEDULE "B" TO THE UTILITY MONITORING AGREEMENT
CONSENT TO JOINT RETAINER**

TO: DELZOTTO, ZORZI LLP (the "Firm")

FROM: Provident Energy Management Inc. ("Provident") and Toronto Standard Condominium Corporation No. 2566 (the "Corporation"), with Provident and the Corporation being hereinafter collectively referred to as the "Clients"

RE: The registration of any and all condominium liens for the recovery of utility arrears, during the term of the Utility Monitoring Agreement and any renewal thereof, and the commencement, prosecution, settlement and/or enforcement of any and all claims for unpaid utility accounts (hereinafter collectively referred to as the "Matters")

Each of the undersigned parties hereby expressly acknowledges, confirms and agrees that:

- 1) In the past, the Firm has acted for Provident on various other matters;
- 2) The Firm has now been asked to act for each of the Clients in connection with the Matters;
- 3) The Firm has recommended that each of the Clients obtains independent legal advice about jointly retaining the Firm in connection with the Matters;
- 4) Since the Firm is (or will be) acting on behalf of each of the Clients in connection with the Matters, the Firm cannot treat any information received from (or on behalf of) either of the Clients as confidential, so far as the other undersigned party is concerned; and
- 5) In the event a dispute or contentious issue arises between the Clients in respect of the Matters (which may include instructions by one of the Clients to amend/revise documents prepared on behalf of one of them without informing the other), then the Firm may have to withdraw completely and cease to act for either of the Clients.

Each of the Clients hereby consents to the Firm acting for them in connection with any or all of the Matters, on the foregoing basis.

A photocopy, a telefaxed copy or a scanned/e-mailed copy of this executed Consent to Joint Retainer may be relied upon by the law firm of DelZotto, Zorzi LLP to the same extent as if it were an original executed version.


Dated this 30th day of January, 2017.

PROVIDENT ENERGY MANAGEMENT INC.

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer
We have authority to bind the Corporation

**TORONTO STANDARD CONDOMINIUM
CORPORATION NO. 2566**

Per: 
Elio Zoffranisi - President
I have authority to bind the Corporation