



CONDOMINIUM CORPORATION
PROPERTY MANAGEMENT AGREEMENT

Condo Corporation No. 124

105 Copper Rd
Whitehorse YT Y1A 2Z7
www.graymanagementservices.com

GMS Condominium Property Management Agreement

BETWEEN: Whitehorse Condominium Corporation No. 124
134 Seine Square
Whitehorse, YT Y1A 3C3
(hereinafter called the "CORPORATION")

AND: Gray Management Services Inc
PO Box 59
Whitehorse, Yukon Y1A 5X9
(hereinafter called the "MANAGING AGENT")

WHEREAS, the CORPORATION has been established under the laws of the Yukon, pursuant to the Condominium Act and as registered at Yukon Land Titles. The CORPORATION's physical location is 134 Seine Square (hereinafter called the "Property").

WHEREAS the CORPORATION intends to enter into an agreement (hereinafter called the "Agreement") with the MANAGING AGENT to manage the Property and the assets of the CORPORATION, in accordance with the terms and conditions of this Agreement, the Act, and the Condo Bylaws and Declaration.

WHEREAS the CORPORATION is governed by a duly elected Board of Directors (hereinafter called the "Board"), whose authority has been granted by vote of majority of condominium Members present at the last General or Special Meetings of Members, representing 100% common interest in the CORPORATION; having received the required notice for such meeting, as outlined in the Act and Bylaws.

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the Property and the mutual covenants and agreements herein contained and other valuable consideration, the CORPORATION appoints the MANAGING AGENT, and the MANAGING AGENT hereby accepts appointment as the exclusive Manager of the Property and of the assets of the Corporation on the terms and conditions hereinafter set forth.

The Agreement shall commence on the First day of January ,2022.

SECTION 1: MANAGING AGENT'S ACKNOWLEDGEMENTS

The MANAGING AGENT shall carry out the duties under this Agreement in strict compliance with the following authority and Governing Documents (GD), as noted below:

- 1.1 Yukon Condominium Act and Regulations.
- 1.2 Whitehorse Condominium Corporation No 124 CORPORATION Declaration (GD);
- 1.3 Whitehorse Condominium Corporation No. 124 Bylaws and Rules and Regulations (GD);
- 1.4 Resolutions of the condominium owners constituting the CORPORATION membership.
- 1.5 Reserve Fund Study (GD);
- 1.6 Resolutions of the Board of Directors.
- 1.7 Board of Directors' current operating procedures or any that may be developed in the future.

The MANAGING AGENT shall utilize their experience and knowledge to assist the elected Board of Directors of the CORPORATION in the management, supervision, control, and administration of the Property and of the assets of the CORPORATION. In this regard, the MANAGING AGENT accepts the relationship of trust and confidence established between themselves, the Board, and the Owners by virtue of entering into this Agreement. The MANAGING AGENT covenants to furnish its best skill and judgment and to cooperate in furthering the interests of the CORPORATION. The MANAGING AGENT agrees to furnish efficient business administration and supervision of a high quality and experienced condominium manager and to perform their responsibilities, both administrative, financial, and advisory, in the best manner, consistent with effective management techniques and in the most expeditious and economical manner consistent with the best interests of the CORPORATION. The MANAGING AGENT shall conduct their duties consistent with the requirements of the Act, the Declaration, Bylaws and Rules of the CORPORATION specifically, and, in general, consistent with Federal, Territorial, and Municipal laws and regulations as they pertain to the operation of the CORPORATION and of the property and to the employment of all staff and contractors employed by the Corporation who are under the supervision of the MANAGING AGENT. The MANAGING AGENT shall ensure that they comply with the terms of their privacy policy and takes care to protect the information that they store, and the privacy of all individuals within the CORPORATION.

SECTION 2: ADMINISTRATION

The MANAGING AGENT agrees to provide the following administrative services:

2.1 THE CORPORATION REGISTER

Maintain a register of the CORPORATION membership that includes their legal name, their unit number, email address, phone number, and mailing address.

2.2 CORPORATION ADDRESS OF BOOKS & RECORDS

Provide a dedicated mailing address for the CORPORATION, as well as an office that shall be open and staffed during regular business hours.

2.3 CORPORATION DOCUMENTS

Provide secure digital storage for all CORPORATION Governing Documents, Site Plan & blueprints or as built drawings, meeting minutes, financial statements & records, insurance, and Board resolutions and operating procedures.

2.4 COMMUNICATION

Maintain a dedicated office phone line, after hours phone line, and corporation email account and digital communication platform for use by the Board, Members, and residents of the CORPORATION.

2.5 NEW MEMBERS

Provide new members with digital copies of the following documents: welcome package, emergency procedure guide, Declaration & any amendments, Bylaws & any amendments, current rules & regulations, and any other supplementary documents or manuals the CORPORATION requires to be supplied to new Members.

2.6 STATUS CERTIFICATES

To prepare for execution by the Corporation or, where a resolution of the Board has been made, by the Manager, under corporate seal, Status Certificates in the form prescribed by regulation pursuant to the Act and to issue and provide Status Certificates together with the statements and information required pursuant to the Act to any person or persons entitled to same under the Act within the time permitted for the delivery of such certificates, statements and information prescribed in the Act.

SECTION 3: FINANCIAL MANAGEMENT

The MANAGING AGENT and CORPORATION hereby agree to the following terms:

3.1 ANNUAL BUDGET

The CORPORATION's budget shall provide fiscal oversight to the CORPORATION and the Board and shall constitute the major control under which the MANAGING AGENT shall operate.

3.2 BUDGET PREPARATION BY BOARD

The Board shall deliver a finalized budget to the MANAGING AGENT no later than 30 days prior to the end of the CORPORATION's fiscal year.

3.3 BUDGET PREPARATION BY MANAGING AGENT

Upon Board request the MANAGING AGENT shall prepare the annual budget.

3.4 CONDO FEE & LEVY ASSESSMENT & COLLECTION

The MANAGING AGENT shall provide, at their own cost, a pre-authorized debit (PAD) system of their choosing to be available for the automatic collection of all condo fee and special levy assessments. The system would be setup and operated by the MANAGING AGENT. The MANAGING AGENT is authorized to collect such assessments on behalf of the CORPORATION, from its members (hereby referred to as "Accountholders" in the remainder of Section 3) and deposit the funds into the CORPORATION's bank account.

3.7 DELINQUENT ACCOUNTS, LATE CHARGES & LIEN

All outstanding and overdue assessments may be subject to late charges and interest, as outlined in the Governing Documents. The MANAGING AGENT will enforce, unless otherwise directed by the BOARD, all collections from overdue accounts and Accountholders, in accordance with the Governing Documents.

3.8 RIGHT TO LIEN The MANAGING AGENT shall have the authority to place and release liens on all Accountholders that are greater than three (3) months delinquent, and as directed by the Board. Should the delinquent Accountholder commit to a payment plan prior to the lien being placed, the MANAGING AGENT shall not issue the lien unless a scheduled payment due under the Accountholder's payment plan becomes fourteen (14) or more days overdue.

3.9 FINANCIAL REPORTING

Financial statements and reports shall be prepared in accordance with the terms outlined in Schedule A.

3.10 FINANCIAL RECORDS

The MANAGING AGENT shall maintain all accounting records in a manner to facilitate an annual audit if applicable. Such records will be stored digitally for a period of no less than seven (7) years.

SECTION 4: RESERVE FUND MANAGEMENT

The MANAGING AGENT and CORPORATION hereby agree to the following terms:

4.1 RESERVE FUND STUDY

The CORPORATION shall conduct a Reserve Fund Study as required under the Act and shall establish annual contribution targets therein.

4.2 ANNUAL CONTRIBUTION

The CORPORATION shall provide for a reserve fund contribution in the Annual Budget and shall make every effort to meet the budgeted provision.

4.3 RESERVE FUND ACCOUNT

The CORPORATION shall establish and maintain a reserve fund account separate from the Operating Fund. The Board shall determine the type of account in accordance with the Act and Governing Documents.

4.4 RESERVE FUND DRAWS

Any funds drawn from the Reserve Fund Account must be done in accordance with the Reserve Fund Study.

4.4 RESERVE FUND DEFICIENCY

Should the Corporation be in a deficient or nonexistent Reserve Fund state, the Board, in its fiduciary obligation, shall make all efforts to ensure they account for this deficiency accordingly in the new fiscal budget year and replenish the required funds. Should the Board need to make a repair which requires funds be withdrawn from the Reserve Fund, the Board must account for this withdrawal upon the completion of the new Reserve Fund Study and make all efforts to replace the utilized funds.

SECTION 5: COMMON PROPERTY INSPECTION

5.1 COMMON PROPERTY OVERSIGHT

The CORPORATION hereby grants the MANAGING AGENT the authority to govern, oversee and maintain the common elements as outlined in the Governing Documents, with all the rights and privileges found in the Act, Declaration and Bylaws hereby granted to the MANAGING AGENT.

5.2 COMMON ELEMENT INSPECTION

The MANAGING AGENT shall conduct a regular inspection of the common elements and prepare an inspection report that shall be made available to the Board. The frequency of the inspections shall be outlined in Schedule A.

5.3 SITE VISIT & CHECKUP ROUNDS

It is understood that the MANAGING AGENT shall do regular site visits as required, including checking the property for damage, snow, unsafe conditions, contractor management and bylaw investigation. A full common element inspection may not be prepared during every site visit and checkup rounds.

SECTION 6: SERVICE AGREEMENTS AND CAM CHARGES

The MANAGING AGENT shall oversee and maintain Service Agreements for regularly required services and oversee all CORPORATION common area maintenance (CAM) charges, unless otherwise directed by the BOARD.

6.1 WASTE MANAGEMENT & COMPOST

All Garbage Dumpsters, Recycling Receptacles, and Compost Carts shall be kept in or upon a permanent enclosure or waste management area. The MANAGING AGENT shall not be responsible for placing compost carts on the street for pickup or returning them to the designated waste management area.

The MANAGING AGENT shall arrange, at the CORPORATION's expense, the disposal of oversized items left in or upon the waste management area.

6.2 WATER & UTILITIES

All public or private utilities including, but not limited to Electrical lines that run in or upon the common element, and end at the individual condo unit meter or electrical panel, the CORPORATION's electrical meter and account, if applicable (Atco Electric), fiberoptics cables that run in or upon the common element, and CORPORATION's telephone account, if applicable (Northwestel), water and waste lines and infrastructure, including metering and the CORPORATION's utility account (City of Whitehorse).

6.3 SNOW REMOVAL

Snow removal contracts including:

- All pathways and sidewalks that the CORPORATION is responsible to maintain, or as outlined on the Snow Plan.
- Parking lots & roadways that the CORPORATION is responsible to maintain, at scheduled intervals throughout the winter as determined by the Snow Plan, direction of the BOARD, and emergency snowfall warnings & subsequent clearing.

6.4 LANDSCAPING & SITE CLEANUP

Landscaping contracts, as outlined in the Landscaping Plan or RFP.

6.5 MAINTENANCE & REPAIR

The MANAGING AGENT shall oversee maintenance and repair contracts in accordance with this Agreement, and will, in due diligence, conduct required repairs to the common property.

6.6 EMERGENCY REPAIR AND UNIT ACCESS

The MANAGING AGENT, in any hazardous or emergent situation, may enter any unit with or without the consent of the Owner, to perform such work or repairs as it reasonably determines be urgently necessary for the protection and preservation of the Property and the assets of the Corporation and its members.

6.7 OTHER BUILDING SERVICES

The MANAGING AGENT may oversee other building services, including the following:

- a) Fire alarm and safety systems;
- b) Elevator;
- c) Intercom and buzzer;
- d) Janitorial & cleaning services, including window washing, pressure washing or gutter cleaning;
- e) Any other service listed in Schedule A

SECTION 7: INSURANCE & WCB

The MANAGING AGENT and CORPORATION hereby agree to the following terms:

7.1 CORPORATION INSURANCE

The CORPORATION shall hold a general insurance policy (The Policy) in accordance with the Act. The MANAGING AGENT shall assist the BOARD in obtaining terms and quotations for the Policy, and shall, upon the approval of the Board, provide direction to bind the Policy.

7.2 MANAGING AGENT INSURANCE

The MANAGING AGENT shall hold business general liability insurance in the amount of Three Million Dollars \$3,000,000.00 and valid Yukon Workers Health and Compensation Board (YWHCB) coverage.

7.3 INSURANCE CLAIMS

The MANAGING AGENT shall, at the direction of the Board, open an insurance claim on behalf of the CORPORATION following an insurable event or loss to the CORPORATION. Any such event or loss shall be treated as an emergency repair, and care shall be taken to secure and protect the property of the CORPORATION and its members.

7.4 WORKERS COMPENSATION BOARD (WCB)

The MANAGING AGENT shall hold valid coverage and shall, at all times during the Term of this Agreement, remain in good standing with the Yukon Workers Health & Safety Compensation Board (YWHSCB).

The BOARD, hereby acknowledges that they understand the requirements set forth in the Yukon Workers Compensation Act to establish and maintain a WCB account and coverage for any contractors

that the CORPORATION may enter into outside the Service Agreements established by MANAGING AGENT.

SECTION 8: CONTRACT DURATION, RENEWAL & TERMINATION

8.1 TERM

The Agreement shall remain in effect for a term of either one (1) year, or until December 31 of the year the agreement is signed, whichever comes first.

8.2 CONTRACT RENEWAL

The Agreement shall automatically renew at the end of the Term, for successive periods of one (1) year, running from January 1- December 31, constituting a new Term, unless terminated by either party.

8.3 TERMINATION

The Agreement may be terminated as follows:

- a) If either party provides notice in writing at least sixty (60) days prior to the contract renewal, on or before November 1 of the current term of the Agreement.
- b) Two (2) full months after receipt by the MANAGING AGENT of a notice of a resolution passed by the condominium owners constituting the CORPORATION membership, with no less than a $\frac{3}{4}$ vote in favour of the resolution terminating this Agreement.
- c) Within fourteen (14) days of the BOARD receiving a revised Schedule B as per the annual fee review outlined in Section Nine, Subsection Six (9.6).
- d) Immediately, through the bankruptcy of the MANAGING AGENT; or
- e) Immediately, through the insolvency or fraud of the MANAGING AGENT.

SECTION 9: PAYMENT TERMS

9.1 FEE SCHEDULE

All prices, costs and charges shall be outlined in Schedule B of the Agreement (Fee Schedule), and agreed to on an annual basis.

9.2 BILLING FREQUENCY

The MANAGING AGENT shall bill the CORPORATION monthly for all amounts that become due under this agreement.

9.3 PAYMENT TERMS

The CORPORATION shall remit payment to the MANAGING AGENT within 30 days of receiving any invoiced amounts.

9.4 PAYMENT AUTHORIZATION

The MANAGING AGENT may make payments on behalf of the CORPORATION if the BOARD:

- a) passes a resolution allowing the MANAGING AGENT to make payments on their behalf; or
- b) fails to make payments to any CORPORATION vendors, for regular budgeted expenses or expenses that have been approved by the BOARD, within thirty (30) days of receipt of receiving any invoiced amounts.

9.5 LATE PAYMENT

The MANAGING AGENT may charge the CORPORATION an interest rate of two percent (2%) per month, for any amounts that are greater than 60 (sixty) days outstanding and due to the MANAGING AGENT under the terms of this agreement, provided that the MANAGING AGENT has given the BOARD written

notice of such outstanding amounts and intent to charge interest at least fourteen (14) days prior to charging interest.

9.6 ANNUAL FEE REVIEW

Both Parties shall review the fee schedule on an annual basis. The MANAGING AGENT may give notice of any changes to the prices, charges or fees outlined in Schedule B, and submit a revised Schedule B to the BOARD within sixty (60) days of the expiry of the current term of the agreement.

9.7 COST ESCALATION & PRICE CHANGES

Any change in prices, charges or fees as outlined in Schedule B, notwithstanding the annual fee review, shall be agreed to in writing and an updated Schedule B shall be signed by both Parties and attached to this Agreement.

SECTION 10: OTHER TERMS & CONDITIONS

10.1 INDEMNIFICATION

The Corporation shall, during and after the termination of this Agreement, indemnify and save the Manager completely free and harmless from any and all damages or injuries to person or property, or claims, actions, obligations, liabilities, costs, expenses and fees by reason of any cause whatsoever when the Manager is carrying out the provisions of this Agreement or acting upon the directions of the Corporation unless such claim, damage, cost or liability is caused by the gross negligence or willful misconduct of the MANAGING AGENT.

10.2 EXCLUSIVITY

The CORPORATION, during the Term of this Agreement and for two (2) years after the termination hereof, will not engage or contract directly or indirectly with any present or past employee of the MANAGING AGENT, to perform services the same as or similar to the services the employee performed for the MANAGING AGENT unless agreed to in writing by the MANAGING AGENT.

10.3 SUCCESSOR

This Agreement shall be binding upon the successors of the MANAGING AGENT, provided that no substantial changes are made to the MANAGING AGENT's organization and business activities. The MANAGING AGENT may not assign this contract without the written permission of the BOARD.

This Agreement shall be binding upon the successors, executors, and heirs of the CORPORATION, BOARD and its membership.

10.4 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties and will not be modified or amended except by an instrument in writing dated and signed by all the parties to this agreement.

10.5 PARTIAL INVALIDITY

If any portion of this Agreement shall be for any reason declared invalid or unenforceable, the validity of any of the remaining portions of this Agreement shall not be thereby affected, and such remaining portions shall remain in full force and effect as if this Agreement had been executed with such invalid portion eliminated, and it is hereby declared the intention of the parties hereto that they would have executed the remaining portion of this Agreement without including therein any such portions thereof that might be declared invalid.

SECTION 11: PROPERTY MANAGEMENT AGREEMENT AUTHORIZATIONS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized Directors on the 17th day of January, 2022.

CONDO CORPORATION No. 124

Director 1

Signature: Ted Staffen

Print: Ted Staffen

Dated the 17 day of JAN, 2022

Director 2

Signature: Michael McCann

Print: Michael McCann

Dated the 17 day of Jan, 2022

MANAGING AGENT

Gray Management Services

Signature: Heidi Semotluk

Print: HEIDI SEMOTLUK

Dated the 17 day of Jan, 2022

Witness

Signature: Joel Galtz

Print: Joel Galtz

Dated the 18 day of Jan, 2022

Schedule A

CONDOMINIUM MANAGEMENT SCOPE OF WORK

It is understood that the MANAGING AGENT shall work within the standard operating procedures put forth by the CORPORATION and it's BOARD.

1.1 MEETINGS

The MANAGING AGENT shall attend one regularly scheduled board meeting per month, and one regularly scheduled meeting of the members, including AGM's and Special Meetings, per year.

1.2 INSPECTION REPORT

The MANAGING AGENT shall provide one full site inspection, with an inspection report and pictures, prepared every month and submit for the Board to review.

1.3 BYLAWS

The MANAGING AGENT shall enforce the Bylaws of the CORPORATION in accordance with the Act and the measures set forth in the Declaration and Bylaws of the CORPORATION. In addition to these, the MANAGING AGENT shall use their own standard operating procedures when assessing bylaw violations. The BOARD may give written direction to the MANAGING AGENT, for all matters regarding bylaw enforcement, so long as they do not contradict the Act, Bylaws or Declaration.

1.4 FINANCIAL STATEMENTS

MONTHLY: The MANAGING AGENT shall make available monthly profit and loss statements that can be accessed on the Resident Center by any member of the Board.

QUARTERLY: The MANAGING AGENT shall prepare a budget report and balance sheet every quarter the Board to review.

ANNUALLY: The MANAGING AGENT shall prepare an annual budget report for the current fiscal year, balance sheet showing the balances on the last day of the fiscal year, reserve fund statement for the fiscal year, and operating fund statement for the fiscal year.

1.5 MAINTENANCE SCHEDULE

The MANAGING AGENT shall prepare and oversee the maintenance schedule for the CORPORATION. The BOARD may, from time to time, make changes and amendments to the maintenance schedule.

1.6 PROJECT MANAGEMENT

The MANAGING AGENT may oversee maintenance, repairs and construction projects in or upon the Property and at the direction of the BOARD. The MANAGING AGENT shall utilize their project management experience and procedures, and deliver a project report at the end of each project. It is understood that Project Management is an additional service, and is billed at an additional rate.

Schedule B

Fee Schedule

The Fee schedule sets the pricing and charges that are payable, or may become payable during the term of the Agreement. They are made up of standard monthly charges, hourly rates, and set prices for specific tasks or jobs. It is understood that gst is applicable to all fees, and is not included in the fee.

STANDARD MONTHLY CHARGE

Condo Property Management	\$1,200.00
Bookkeeping & Accounting	\$350.00

ADDITIONAL SERVICES PROVIDED UPON REQUEST

ADMINISTRATIVE

Year End Budget Preparation	\$340.00/ budget
Meeting Minute Preparation	\$255.00/ meeting
Bylaw & Document Review	\$120.00/ hr
Amendment to bylaws	\$100.00/ hr + materials & filing fee
Lien Administration & Removal	\$100.00/ hr + materials & filing fee
Legal Court prep and appearances;	
Document or information review	\$100.00/ hr + materials & filing fee
Full Property Inspection + report	\$200.00/ inspection+ report
For any additional inspections requested in addition to the monthly inspection.	

OTHER SERVICES

Maintenance Contract Management	\$100.00/ hr or 10- 20% of project value (billing rate to be determined prior to work commencing)
Property Manager on-site request; General standby rate & Basic Labour rate	\$85.00/ hr
Property Manager after-hours rate Includes emergency callouts, minimum 1 hr	\$150.00/ hr
Snow Removal- sidewalk & pathways	\$_____/ occurrence

OTHER SERVICES AND RATES MAY BE DETERMINED AND AGREED TO IN WRITING

DATES THAT THESE RATES APPLY TO: JANUARY 1, 2022- DECEMBER 31, 2022