

THIS AGREEMENT made as of the 1st day of September 1999

BETWEEN: VIEW COURT HOUSING CO-OPERATIVE

duly incorporated under the
Co-operative Association Act of British Columbia

From now on referred to as "the Co-op" in this agreement

OF THE FIRST PART

AND: COHO MANAGEMENT SERVICES SOCIETY

duly incorporated under the
Society Act of British Columbia

From now on referred to as "COHO" in this agreement

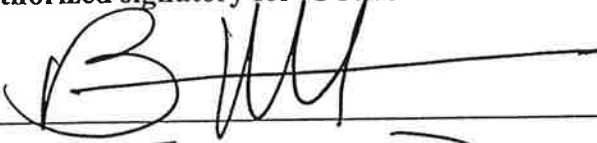
OF THE SECOND PART

Together, the Co-op and COHO are in agreement that the attached schedules shall replace all existing schedules of agreement of any and all contracts in effect between the Co-op and COHO.

The parties have executed this agreement by the signature of their authorized

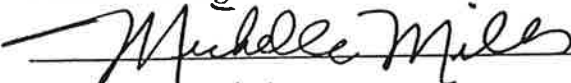
representatives on the 19th day of October 1999


Authorized signatory for COHO MANAGEMENT SERVICES SOCIETY:



Position: EXECUTIVE DIRECTOR

Authorized signatories for VIEW COURT HOUSING CO-OPERATIVE:


Position: Treasurer


Position: Secretary

DEFINITIONS

"**Co-ordinator**" means a person employed by COHO to maintain contact with the Co-op for delivery of services to be provided under this Agreement.

"**Co-op Representative**" means any person or persons authorized by the Co-op to maintain contact with COHO for the purposes of fulfilling the obligations of the Co-op under this agreement.

APPOINTMENT

1. The Co-op hereby appoints COHO to provide management support services in support of the Co-op's business affairs according to the terms and conditions contained in this Agreement and the Schedule(s) which are attached to it and form part of this Agreement.
2. The appointment shall be without fixed term, subject to the modification and termination rights of the parties as set out in clauses 17-21 of this agreement.

DUTIES OF COHO

3. COHO hereby accepts the appointment under the terms and conditions provided by this agreement.
4. COHO agrees to provide all services and perform all duties specified in the Schedules attached to this agreement and forming part of it
5. The services of COHO will be provided by a Co-ordinator and such other staff, whether employees or contractors, as may from time to time be deemed necessary by COHO, provided that the cost to the Co-op of so doing shall not exceed the contracted fees for service specified in the Schedules attached to this agreement and forming part of it unless the Co-op has expressly authorized COHO to provide services that are in addition to those specified in the Schedules to this agreement.

6. COHO agrees to save the Co-op harmless from all claims and damages, in excess of the service fees charged under this agreement or otherwise agreed to by the parties, except in the case of the Co-op's willful misconduct or gross negligence; but the Co-op agrees that, in the event of injury to COHO staff and/or other authorized COHO representatives arising from the business use of the Co-op's premises, a claim for compensation may be entered against the Co-op's insurance policy, at COHO's discretion.

DUTIES OF THE CO-OP

7. The Co-op will appoint up to three (3) Co-op Representatives and shall notify COHO in writing of the names, addresses and telephone numbers of such Co-op Representatives and shall provide notice of any change in the appointment of such Co-op Representatives.
8. The Co-op will pay promptly upon receipt all COHO invoices for payments specified in the Schedules to this Agreement;
9. The Co-op will provide COHO with all documents and records available to the Co-op which may be reasonably required by COHO for the provision of services under this Agreement;
10. The co-op will carry at the expense of the Co-op adequate insurance to protect COHO (in the same manner as the Co-op is protected) against third party liability arising out of the use of the Co-op's premises or the carrying on of the duties as specified in the Schedules to this agreement;
11. Ensure that COHO is at all times named as a co-insured party under the co-op's commercial insurance policy;

12. The co-op will adhere to the terms of the prevailing operating and/or rent supplement agreement(s) with Canada Mortgage and Housing Corporation and/or the British Columbia Housing Management Commission, as applicable, the Memorandum and Rules of Association and all other binding corporate documents, rules, by-laws, mortgage agreement(s) and other binding agreements, regulations and legislation as may be in force and effect from time to time. The co-op understands and agrees that at no time can COHO be, or been seen to be, a party to any breach of any agreement that is legally binding on the co-op and that the co-op will, on notice from COHO, take immediate to correct fully any such breach.

13. Save COHO harmless from all claims, damages and costs incurred in connection with providing services under this agreement, in excess of the monthly service fee specified in the Schedule(s) to this agreement, except in the case of COHO's willful misconduct or gross negligence. COHO shall not be liable for any error of judgement or any mistake of fact or of law or for anything which it may do or refrain from doing under this agreement except in the case of COHO's willful misconduct or gross negligence;

AUTHORITY:

14. It is agreed that COHO shall at all times be entitled to rely on and act upon the instructions of the Co-op Representatives and, without limiting the generality of the foregoing, the receipt by COHO of instructions in writing, signed on behalf of the Co-op by two Co-op Representatives, shall be sufficient authority for COHO to act in accordance with those instructions

RECORDS:

15. It is further agreed that COHO shall maintain full and complete records of all activities performed in accordance with the Schedules to this agreement and the Co-op Representatives shall at all reasonable times have access to such records.

16. It is further agreed that COHO shall at all times be entitled to disclose that a contract for services exists between COHO and the Co-op.

TERMINATION MODIFICATION AND MEDIATION

17. This Agreement may be modified from time to time or terminated upon the written agreement of the parties.

18. Either party may give to the other party three calendar months' written notice of termination or modification of this agreement, and such notice will be effective from the first day of the calendar month following delivery of such written notice unless the notice is delivered on the first business day of a calendar month, in which case the notice will be effective from the first day of that same calendar month.

19. Subject to the required notice of modification as set out in the foregoing clause (12) of this agreement, COHO may from time to time give notice to the Co-op of an adjustment to the contract fees as specified in the Schedules to this agreement. Upon the acceptance of such adjustment by the Co-op, which may be explicit, or implied if the Co-op does not dispute the adjustment within the notice period, the adjusted contract fees shall be deemed to replace the fees currently specified in the Schedules to this agreement, whether or not COHO supplies an amended agreement and Schedule(s) for signature by the Co-op; and all other clauses, Schedules and contents of Schedules shall remain in effect.

20. In the event of default of performance by either party, the other party may give one calendar month's written notice of such default, such notice to be effective the first day of the calendar month following delivery of such written notice. If the default has not been remedied within the one calendar month period, this Agreement shall be deemed terminated.

21. In the event of termination, the parties shall retain their full rights and remedies in regard to any breach of any term or condition contained in this Agreement where any such breach arose prior to the date of termination.

CO-OPERATIVE SERVICES SCHEDULES

SCHEDULE 1: ON-SITE FINANCIAL AND ADMINISTRATIVE COORDINATION SERVICES

The following services will be provided by the on-site co-ordinator, with the support of COHO's management staff. *It is agreed that financial tasks will always take precedence over non-financial tasks.*

1.1 Hours of work

COHO will provide an off-site coordinator to be based at the COHO office.

These hours will be reviewed from time to time and adjusted to meet the on-going needs of the co-op. Notice will be given as per contract section 8.2.

1.2 Financial

COHO will:

- a. assist the co-op with the annual and periodic requirements of the operating agreement.
- b. Collect member housing charges on behalf of the co-op, collect other payments from the members as needed, including any approved installment payments for shares, and prepare and make all bank deposits.
- c. Perform all duties required to ensure income verifications are completed appropriately and on time.
- d. In co-operation with the board and/or finance committee, manage the co-op's adopted policy for non-payment or late payment of housing charges, and produce a standard arrears report at least once monthly.
- e. Maintain a computerized cash/accounts receivable journal (the income register), prepare a monthly accounting summary from the income register.
- f. Review all invoices, administer the payment of all the co-op's bills and expenses using a cheque request form, prepare cheques for signing and approval by the co-op's signing officers, and send out payments; prepare a cheque register of all cheques written each month and send it to COHO's accounting department.
- g. Receive and reconcile the co-op's monthly bank/credit union statements and send in the reconciliation(s) to COHO's accounting department.

- h. Help the co-op to get competitive quotations for its commercial insurance policy.
- i. Explain the financial statements produced by COHO's accounting department each month, as necessary; point out any large or unusual items on the financial statements, including items that are over budget; and forward any requests for additional information to COHO as needed.
- j. COHO's accounting department will maintain a general ledger accounting system on behalf of the co-op, under the supervision of our Certified General Accountant. Each month, COHO will be responsible for the preparation and distribution of:
 - bank/credit union account reconciliations;
 - balance Sheet showing full operating and reserve fund financial position;
 - statement of Income and Expenditures with comparison to budget;
 - statement of subsidy use;
 - disbursement register with allocation to budget category;
 - full general ledger listing at the co-op's request.

1.5 Meetings

COHO will:

- a. meet monthly with the finance committee to review the financial statements, to review current co-op business, and to obtain approvals for business matters as necessary.

1.6 Management Support Services

- a. COHO's management team is available to our clients and to the co-op's appointed coordinator in support of our management services contracts. We will provide, as required, a full range of in-office and telephone consultations on all management matters, including:
 - advice on legal matters and regulations governing the co-op's operations;
 - advice on the interpretation of lease/occupancy agreements;
 - advice on the co-op's CMHC operating agreement;
 - support to the coordinator on all tasks listed as coordinator duties;
 - support to the coordinator on computer systems.
- b. COHO will help the co-op by advising on other resources available in the co-op housing sector. These resources include the Co-operative Housing Federation's education program, which COHO fully supports, conflict resolution resources, the Co-operative Housing Federation of Canada and co-op housing community consultants.

SCHEDULE 2: ANNUAL SERVICES

2.1 Pre-Audit

COHO will provide a full annual audit preparation co-ordination. Each year, COHO will prepare a full package of schedules and reconciliations in preparation for the annual audit inspection, review draft audited statements and ensure full compliance by the co-op's auditor with all regulatory and accounting requirements.

2.2 Annual Budget

COHO will assist the finance committee in developing the annual budget. COHO will do research to estimate budget figures, calculate budget formulas required by the operating agreements, work with the finance committee and board as required, and finalize the budget document that will be sent to the members.

COHO management will, upon request, make an annual budget presentation to the co-op members.

2.3 Property Taxes and Homeowner Grants

Once annually, COHO will receive and process the annual municipal property tax billing and process counter-claims on account of homeowner grants receivable, on receipt of the necessary occupant signatures by the co-op. Specifically, COHO will calculate the homeowner grant due, if any, on account of each member, and will prepare the appropriate forms for the collection of member signatures.

2.4 Corporate Filing

COHO will fulfill all filing requirements in respect of Canada Mortgage and Housing Corporation and the Provincial Registrar of Companies.

2.5 Year-end review

Upon presentation of the auditor's draft financial statements, COHO will report on its findings to the co-op as necessary. COHO will ensure that a management letter is provided to the co-op should one be required based on the auditor's examination.

SCHEDULE 3: FEES FOR SERVICE

3.1 Monthly fee

The monthly fee will be as follows:

Finance and Administration Coordination (not including income verification) \$551.00

The quoted fee includes all monthly off-site accounting and support services.

Disbursements made on the co-op's behalf will be charged on a cost-recovery basis.

3.2 Annual fee

The annual fee for all services specified under Schedule 2 of this contract will be at least \$500.00 and no more than \$850.00.

3.3 Additional hours rate

The co-op may, from time to time, request additional services outside of those outlined in these schedules. Where these requests take place, the co-op shall be billed at an hourly rate to be negotiated at the preferred client rate.

All income verification work, as per schedule 1, is to be billed at this rate.

3.4 Goods and Services Tax

All COHO invoices are subject to the federal Goods and Services Tax

3.5 Payment Terms

COHO's invoices are due and payable by the 15th day of each month for which services are provided. The failure by COHO to submit an invoice or insist on payment by the 15th day of each month shall not constitute a general waiver of the terms of payment.

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Appendix 1

To Agreement signed as of APRIL 22, 2015

Pre-Authorized Debit (PAD) Authorization for Electronic Funds Transfer

VIEWCOURT HOUSING CO-OP hereby authorizes COHO to issue Pre-Authorized Debits (PADs) to collect the monthly housing charges from our members on behalf of the Co-op and deposit the funds into the account specified below and undertake to execute and deliver any and all documents required.

Account # 200196 Branch # 9

Authorized Signatories:

DALE ROBINSON
 Name
DIRECTOR - TREASURER
 Title
Dale Robinson
 Signature
Apr. 22/2015
 Date

JASON LESCAK
 Name
BOARD OF DIRECTORS
 Title
Jason Lescak
 Signature
APRIL 22/2015
 Date