

DISCLAIMER: This document is for informational purposes ONLY. The final Owner-Resident Agreement may differ to reflect the specific program terms of the property that the applicant is applying for.



Owner-Resident Agreement

Sample Version

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For Informational Purposes Only.
This Document May Differ From
The Final Owner-Resident Agreement.

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Key Property Contract Information Form

A. Property Information

Property Description (the "Property")	
Address (the "Building")	
Property Owner (the "Owner")	
Owner-Resident	

B. Total Initial Cost

The Owner-Resident will pay to the Property Owner through the Key App and by Pre-Authorized Debt (PAD) in immediately payable funds of the following Total Initial Cost. It is determined based on the Initial Deposit (minimum 2.5% of Property Value) plus Equity Administration Fee determined for the Completion Date. The Owner-Resident can choose to contribute above the minimum amount.

Initial Property Value	\$
Initial Deposit	\$
Equity Administration Fee (1%)	\$
Onboarding Fee	\$250
Total Initial Cost	\$
Completion Date (Agreement Start)	

C. Residency Payment

In addition to the Initial Deposit, on the Completion Date, the stub period Residency Payment for the period commencing on the Completion Date and ending on the last day of the month in which the Completion Date occurs is \$ _____ (Contractual Rent) and thereafter, the Monthly Residency Payment shall be displayed below, and subject to adjustment as provided in the Agreement. The monthly Residency Payment shall be payable on the 1st day of each calendar month following the Completion Date by way of automatic, pre-authorized debit withdrawal.

The Monthly Residency Payment (as more particularly described in Schedule B to the Agreement) is comprised of the following components (based on the Initial Deposit amount and/or participation in Co-financing Arrangement):

Rent Equivalent	\$
Monthly Equity Boost	\$ (No Equity Administration Fee applied)
Less: Ownership Savings	\$
Plus: Co-financing Interest Payment	\$
Plus: HaaS Service Fee (pro-rated)	\$
Plus: Condo Fees	\$
Plus: Property Expenses	\$
Monthly Residency Payment	\$

D. Participation in Co-financing Arrangements

THE OWNER-RESIDENT MAY DECLINE TO PARTICIPATE IN CO-FINANCING ARRANGEMENTS (AS DESCRIBED MORE FULLY IN THE KEY OWNER-RESIDENT AGREEMENT) IN RESPECT OF ITS DEPOSIT BY SELECTING THE APPROPRIATE BOX BELOW:

Participation in Co-financing Arrangements: YES NO (Initial: _____)

E. Recurring Services

The Owner-Resident can choose services ("Recurring Services") in respect of the Property. These Recurring Services will form part of the Monthly Payment but appear as separate line items on the monthly invoice. These services include:

- Preferred-Rate Contents and Liability Insurance (Required)¹
- Storage Locker
- Parking Space
- Other

¹ The Owner-Resident is required to obtain and maintain insurance as contemplated in the Key Owner-Resident Agreement to which this information form is attached and provide proof to Key thereof.

BY ENTERING INTO THE AGREEMENT TO WHICH THIS INFORMATION FORM IS ATTACHED THE OWNER-RESIDENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT KEY LIVING CORP. (OR AFFILIATED ENTITY) THEREOF IS ACTING SOLELY AS AN AGENT FOR AND ON BEHALF OF THE OWNER AND IN NO OTHER CAPACITY AND DISCLAIMS ANY LIABILITY TO THE OWNER-RESIDENT UNDER SUCH AGREEMENT OR OTHERWISE. THE OWNER-RESIDENT FURTHER ACKNOWLEDGES AND AGREES THAT ITS ONLY RECOURSE UNDER SUCH AGREEMENT IS SOLELY TO THE OWNER, INCLUDING WITHOUT LIMITATION FOR THE INITIAL DEPOSIT PAID HEREIN, ANY ADDITIONAL DEPOSITS MADE BY THE OWNER-RESIDENT FROM TIME TO TIME AND ANY APPRECIATION IN ANY SUCH DEPOSIT PURSUANT TO THE TERMS OF SUCH AGREEMENT, WHICH AMOUNTS ARE UNSECURED OBLIGATIONS OF THE OWNER AND MAY BE COMMINGLED WITH OTHER FUNDS OF THE OWNER. FOR THE AVOIDANCE OF DOUBT, ANY RECOURSE THAT THE OWNER-RESIDENT MAY HAVE FOR ANY OBLIGATION OR AMOUNT UNDER SUCH AGREEMENT SHALL BE AGAINST THE OWNER AND NONE OF KEY LIVING CORP (OR AFFILIATED ENTITY) SHALL HAVE ANY LIABILITY THEREFOR.

This is a summary only. All terms and conditions contained herein are subject to the provisions of the Key Owner-Resident Agreement to which this Information Form is attached. All bolded terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Key Owner-Resident Agreement.

The Owner-Resident should consult with their legal and tax advisors regarding the consequences of entering into the Key Owner-Resident Agreement and any transactions related thereto.



Key Owner-Resident Agreement

This agreement is made this date: _____ (YYYY/MM/DD)

BETWEEN:

_____, (the "OWNER")
[NAME OF OWNER]

and

KEY LIVING CORP., ("KEY" or the "AGENT", in its capacity as agent for and acting on behalf of Owner)
and

_____ and _____
[NAME OF OWNER-RESIDENT 01], [NAME OF OWNER-RESIDENT 02],
(Individually and collectively, an "OWNER-RESIDENT")

WHEREAS:

- A. The Owner is the registered owner of the Property.
- B. Key is a management services company, which has been retained by the Owner to act as its agent and on behalf of the Owner in connection with this Agreement pursuant to the terms of a Key Services Agreement between Key and the Owner, as such agreement may be amended from time to time (the "Key Services Agreement").
- C. Key, solely as agent for and on behalf of the Owner, and the Owner-Resident have agreed to enter into this Agreement to set forth the terms and conditions with respect to, among other things, the respective rights and obligations of the Owner-Resident and the Owner relating to the Property and such other matters as are more particularly described herein.
- D. The Property is a condominium unit part of a comprehensive condominium project established pursuant to the Act and subject to certain Condominium Rules. Owner-Resident agrees to comply at all times with the Condominium Rules. In the event that such Condominium Rules conflict in any manner with this Agreement, the Owner and Owner-Resident will make best efforts to ensure that this Agreement will govern.
- E. Owner has agreed to the terms of this Agreement and its rights and obligations hereunder and has authorized the execution of this Agreement by Key on its behalf and, as such, is considered a party hereto for all purposes.

NOW THEREFORE in consideration of the mutual agreements and rights and obligations under this Agreement and such other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

Article 1 DEFINITIONS

1.1 In this Agreement:

“Act” means the common interest development or condominium act pertaining to the Property's jurisdiction, including the regulations thereunder and any successor or replacement legislation.

“Agent” means Key as the duly appointed agent and attorney-in-fact of Owner solely with respect to the management of the Property and the administration of this Agreement in accordance with the terms and conditions of the Key Service Agreement.

“Agreement” or **“Key Owner-Resident Agreement”** means this Agreement as the same may be (or deemed to be) amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, including through actions taken by the Owner-Resident through the Key App (defined below).

“Applicable Laws” means any and all federal, provincial, municipal or local laws, ordinances, constitutions, regulations, statutes, rules, codes, licenses, certificates, permits, principles of common law, requirements and orders adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any governmental, quasi-governmental or regulatory body having jurisdiction.

“Appraisal” means an appraisal of the Property conducted by the Appraiser to determine the actual value of the Property effective as of the last Business Day of the applicable month in question.

“Appraiser” means a certified appraiser with a minimum of ten (10) years experience selected from time to time by Key or Owner.

“Building” means the condominium building identified in the Information Form.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks in [San Francisco, California], are authorized or required to close.

“Cessation Date” means the date on which Homeownership-as-a-Service (HaaS) provided by Key to the Owner-Resident ceases to operate.

“Common Areas and Facilities” means the portions of the Building that are available from time to time for use as common areas, public areas or areas that are open to the occupants of the Building and as such areas are more particularly described in the Condominium Rules.

“Common Area Expenses” or **“Condo Fees”** means the monthly cost of operating, maintaining and repairing the common elements of the Building, costs relating to the maintenance or management of the Building, property taxes relating to the Building (other than the Property), and reserves for deferred maintenance as determined by the Condominium Corporation and allocated on a Property basis pursuant to the Condominium Rules.

“Completion Date” has the meaning ascribed thereto in the Information Form.

“Condominium Corporation” means the corporation that governs, among other things, the Building.

“Condominium Rules” means, collectively, the declaration, bylaws, rules and regulations in effect from time to time and governing the Condominium Corporation, the Building, including, the Property, the common elements and the Common Areas and Facilities.

“Co-financing” means the dollar value of notional debt applied to the Deposit and equal to the Deposit until the Home Equity reaches 25% of Property Value, whereafter it is applied at a lesser ratio (as more particularly

set out in Schedule B to this Agreement). Co-financing can be activated or de-activated at the election of Owner-Resident each anniversary of the Completion Date.

“Co-financing Interest Payment” means a monthly interest payment by the Owner-Resident for the Co-financing calculated in accordance with the table set out in Schedule B to this Agreement.

“Co-financing Interest Rate” means the charge applied to outstanding debt, typically expressed as an annual percentage, equal to the prime rate published in the *Wall Street Journal* plus two percent (2%). The Co-financing Interest Rate shall be adjusted each anniversary of the Completion Date.

“Co-Ownership Interest” means the notional ownership interest that the Owner-Resident has in the Property from time to time, as determined herein, and calculated as Home Equity plus Co-financing, expressed in Canadian Dollars.

“Co-Ownership Percentage” means the quotient, expressed as a percentage, resulting from dividing the Owner-Resident’s Co-Ownership Interest by Property Valuation and multiplying by 100%.

“Default” has the meaning ascribed thereto in Article 10.

“Deposit or Investment” means the aggregate amount of Initial Deposit plus any ongoing deposits including the Monthly Equity Boost, expressed as a dollar amount, a true accounting of actual cash contributed by the Owner-Resident, net of transaction fees, as determined by Key from time to time.

“Deposit Increase Request” has the meaning ascribed thereto in Section 4.1.

“Early Termination” means termination by the Owner-Resident within the first year of the Agreement that results in a **five percent (5%)** penalty to the final amount owed to the Owner-Resident described in Section 10.3.

“Equity Administration Fee” means a fee equal to **one percent (1.0%)** of the value of the transaction to which this fee applies.

“Exercise Notice” has the meaning ascribed thereto in Section 5.1(a).

“Homeownership-as-a-Service” or “HaaS” means the property management system that will be used by Key for the purposes of administering this Owner-Resident Agreement.

“HaaS Service Fee” means the Owner-Resident’s pro-rated portion, based on Co-Ownership Interest, of the monthly **\$50** service fee charged against the Property being managed by Key.

“Home Equity” means the dollar value of the Owner-Resident’s notional equity position at any point in time equal to the Co-Ownership Interest less the Co-financing. It diverges from the Deposit because of Leverage applied to changes in Property Value month-to-month.

“Initial Term” has the meaning ascribed thereto in Section 3.1.

“Key App” means the digital application created for the purpose of interactions between the Owner, Key (the Agent), Owner-Residents and Residents.

“Key Co-Ownership” means that an Owner-Resident has a right to occupy with the option to purchase, and build Home Equity in the Property, subject to the terms and conditions within this Agreement. **For the avoidance of doubt, the Owner-Resident will not own or acquire any portion of the Property or interest therein unless and until the Property is acquired in its entirety pursuant the option to purchase; any and all references to “ownership”, “co-ownership”, “equity” and similar terms are notional only and do not entitle an Owner-Resident to any defeasible property rights with respect to the Property unless and until acquired on the terms and conditions set forth herein.**

"Key Services Agreement" means the agreement described in recital B above.

"Lands" means the lands upon which the Building is situated.

"Leverage" means the ratio of the Co-financing to the Deposit, expressed as a percentage.

"Missed Residency Payment" means that a Residency Payment has not been made or received at the beginning of the month that such payment is due.

"Monthly Equity Boost" means the additional automatic monthly Investment made by the Owner-Resident.

"Notice of Residency Payment Default" has the meaning ascribed thereto in Section 7.2.

"Option" has the meaning ascribed thereto in Section 5.1.

"Owner Default" has the meaning ascribed thereto in Section 10.2.

"Ownership Savings" means the amount of the reduction of the Residency Payment by virtue of the Owner-Resident's Co-Ownership Interest as described in Schedule B to this Agreement.

"Payment Arrangements" has the meaning ascribed thereto in Section 7.2(b).

"Permitted Transferee" means any party approved by the Owner, which approval shall not be unreasonably withheld.

"Price Floor" means the minimum dollar value of the Property at which an Owner-Resident may choose to make Deposits, exercise their Option, or be redeemed by the Owner. The Price Floor is equal to \$[REDACTED].

"Property" means the condominium unit identified in the Information Form that is the subject of this Agreement.

"Property Specific Expenses" or **"Property Expenses"** mean Property-related expenses as particularly set out in Schedule B to this Agreement.

"Property Value" means the dollar value of the Property at any point in time determined by the parties based upon market comparables or, in the absence of agreement by the parties, pursuant to an Appraisal which shall be final and binding on the parties for purposes of determining Property Value. Property Value shall not fall below the Price Floor for the Property.

"Rate Limiter" means the maximum value of Deposits over and above the Initial Deposit that can be made in any given year.

"Recurring Expenses" as more particularly set out in Schedule B to this Agreement.

"Regular Termination" means termination by the Owner-Resident after the first year of the Agreement that results in no penalty to the final amount owed to the Owner-Resident described in Section 10.3.

"Renewal Term" has the meaning ascribed thereto in Section 3.1.

"Residency Payment" is more particularly set out in Schedule B to this Agreement.

"Residency Payment Default" has the meaning ascribed thereto in Section 7.1.

"Resident" means any natural person who resides in the Property for any consecutive period of 30 days or more, or for any 90 days in any 12-month period, other than the Owner-Resident.

"Sale Notice" has the meaning ascribed thereto in section 11.1(a)

"Secondary Option" has the meaning ascribed thereto in Section 11.1(a).

“Term” has the meaning ascribed thereto in Section 3.1.

“Termination Fees and Expenses” means the aggregate of the Equity Administration Fee, any applicable amounts pursuant to Section 7.6, the reasonable costs of recovery and transfer (including, without limitation, all legal fees and costs incurred in connection with a Default or obtaining possession of the Property), the cost of any repairs and redecorating reasonably required for the Property, the cost of the Appraisal, any amount owed by the Owner-Resident to Owner under this Agreement or otherwise, and the costs incurred by Owner to remove and dispose of any of the Owner-Resident's furniture or personal effects located in the Property.

“Total Initial Cost” means the total payment required to be made by the Owner-Resident on the Completion Date, which includes the Initial Deposit, as more particularly set out on the Information Form.

“Transfer” means the sale, conveyance, assignment or transfer of the Owner-Resident's rights and obligations (including the Deposit) under this Agreement by the Owner-Resident to a Permitted Transferee.

“Transfer Date” means the date of the completion of a Transfer.

“Transfer Notice” means the notice that the Owner-Resident provides the Owner of the Owner-Resident's intention to complete a Transfer as set out in Section 12.2(a).

“We”, “Us” or “Our” means Owner or Key, in its capacity as agent for and acting on behalf of Owner.

“You” or “Your” means the Owner-Resident (individually and collectively).

1.2 Rules of Interpretation:

In this Agreement:

Time – Time is of the essence in and of this Agreement.

Calculation of Time – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends.

Currency – Unless otherwise specified, all references to amounts of money in this Agreement refer to the lawful currency of Canada.

Headings – The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement.

Including – Where the word **“including”** or **“includes”** is used in this Agreement, it means **“including without limitation”** or **“includes without limitation”**.

Plurals and Gender – The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such Persons or circumstances as the context otherwise permits.

Statutory References – Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder), as the same may be amended, re-enacted, consolidated, or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

Entire Agreement – This Agreement together with the agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the Owner and Owner-Resident pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings,

negotiations and discussions, whether oral, written or otherwise, of the parties. There are no representations, warranties, covenants or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document delivered pursuant to this Agreement.

No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby, which writing may be evidenced by the Owner-Resident taking actions through the Key App.

Applicable Law - This Agreement shall be construed in accordance with the laws of the Province of [] and the federal laws of Canada applicable therein.

Disclaimer of Partnership - Each of the Owner and the Owner-Resident hereby expressly disclaims any intention to create a partnership or to constitute any one of them as the agent of the other (except as expressly provided in this Agreement). Each of the Owner and the Owner-Resident agrees with the other that it will not, at any time, allege or claim that a relationship of partnership or (except as expressly provided in this Agreement) agency between the Owner and the Owner-Resident was or is created under this Agreement.

This Agreement does not and shall not be construed to create any partnership or (except as expressly provided in this Agreement) agency whatsoever between the Owner and the Owner-Resident. The Owner and the Owner-Resident shall not by virtue of this Agreement or their respective interests in the Property be deemed to be carrying on business together in partnership. Nothing herein shall deem the Property to be partnership property.

No Real Property Interests Until Title Conveyed - Each of the Owner and the Owner-Resident hereby acknowledge and agree that the rights of Owner-Resident with respect to the Property are contractual rights only and limited to the terms and conditions of the Agreement. For the avoidance of doubt, the Owner-Resident will not own or acquire any property interest of any kind in or to the Property or interest therein unless and until the Property is acquired in its entirety pursuant to the Option to purchase; any and all references to "ownership", "co-ownership", "equity" and similar terms are notional only and do not entitle an Owner-Resident to any defeasible property rights with respect to the Property other than the Option to purchase. In accordance with the foregoing, no joint tenancy, co-tenancy, tenancy in common or other equitable interest in the Property is created hereby. Owner-Resident here disclaims and waives any and all rights to partition the Property, claims to title (except in connection with the Option to purchase), and any similar or related real property interests in or to the Property. Resident-Owner hereby expressly waives any and all rights to specifically enforce this Agreement except in connection with the Owner's refusal to convey the Property following the proper exercise of the Option to purchase.

Article 2 FINANCIAL COMMITMENT

2.1 Total Initial Cost:

Pursuant to this Agreement, the Owner-Resident will pay to Key on account of the Owner using the Key App, by automatic pre-authorized debit withdrawal, the Total Initial Cost on the Completion Date in exchange for the Owner-Resident's exclusive right to (a) occupy the Property during the Term including, access to and use of the Building's Common Areas and Facilities, (b) acquire the Property pursuant to the Option to purchase, and (c) use of the Key App in connection with the administration hereof, all on the terms and conditions more particularly set out herein.

2.2 Residency Payment:

The Owner-Resident agrees to pay to Key on account of the Owner using the Key App, by automatic pre-authorized debit withdrawal, monthly in advance, on the first day of each month, the Residency Payment as calculated and as may be amended as set out in Schedule B.

2.3 Co-financing:

- (a) **Election regarding Co-financing:** Unless the Owner-Resident has made the appropriate election to NOT participate in the Co-financing arrangements in respect of the Property, the Owner-Resident will be deemed to have elected to participate in the Co-financing arrangements until the Owner-Resident otherwise notifies the Owner of its desire to withdraw from the Co-financing arrangements through the appropriate election in the Key App.

The Owner-Resident may from time to time, by making the appropriate election in the Key App between the 10th and 24th days of each month, notify the Owner that it wishes to modify the Owner-Resident's participation in the Co-financing arrangements in respect of the Property. Any change to participation in Co-financing will take effect on the 1st day of the month following the modification to the election.

The Owner-Resident's Co-Ownership Interest in the Property at any time is calculated as the Home Equity at that time plus Co-financing, if any, and expressed in Canadian Dollars.

- (b) **Co-financing and Home Equity:** For any period in which the Owner-Resident has properly elected to participate in the Co-financing arrangements, the Owner-Resident's Home Equity will be increased by the application of debt financing to the Deposit, if any, as set out in Schedule B. The Key App and monthly invoicing will reflect the ongoing terms of the Co-financing, if any, including Co-financing Interest Rate.

The Owner-Resident's Home Equity will, on a month-to-month basis, be calculated as Co-Ownership Percentage multiplied by Property Value, minus Co-financing, if any. Key and the Owner may change the terms of Co-financing such as amount and interest rate, from time to time, and such changes will be applied to the Owner-Resident's Co-Ownership Interest in the months following the month in which the changes occur.

BY ENTERING INTO THIS AGREEMENT, THE OWNER-RESIDENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT KEY LIVING CORP. AND/OR AFFILIATES THEREOF IS ACTING SOLELY AS AN AGENT (AS SUCH TERM IS DEFINED HEREIN) FOR AND ON BEHALF OF THE OWNER AND IN NO OTHER CAPACITY AND DISCLAIMS ANY LIABILITY TO THE OWNER-RESIDENT UNDER THIS AGREEMENT. THE OWNER-RESIDENT FURTHER ACKNOWLEDGES AND AGREES THAT ITS ONLY RECOURSE UNDER THIS AGREEMENT IS SOLELY TO THE OWNER, INCLUDING WITHOUT LIMITATION FOR THE INITIAL DEPOSIT PAID HEREIN, ANY ADDITIONAL DEPOSITS MADE BY THE OWNER-RESIDENT FROM TIME TO TIME AND ANY APPRECIATION IN ANY SUCH DEPOSIT PURSUANT TO THE TERMS OF THIS AGREEMENT. THE OWNER SHALL ENSURE THAT IN THE EVENT THAT THE OWNER-RESIDENT WISHES TO EXIT THE AGREEMENT IN ACCORDANCE WITH THE TERMS SET OUT HEREIN, THE OWNER SHALL PROVIDE SUCH AMOUNTS IN ACCORDANCE WITH ARTICLE 10.3 HEREIN. ANY RECOURSE THAT THE OWNER-RESIDENT MAY HAVE FOR ANY OBLIGATION OR AMOUNT UNDER THIS AGREEMENT SHALL BE AGAINST THE OWNER AND NONE OF KEY LIVING CORP OR ANY OF ITS AFFILIATES SHALL HAVE ANY LIABILITY THEREFOR.

Article 3 RIGHT TO OCCUPY

3.1 Owner-Resident's Right to Occupy:

Subject to the terms hereof and the prior rights to any lender or lenders to the Owner, the Owner agrees that the Owner-Resident shall have the exclusive right and privilege to occupy the Property for the Owner-Resident's use and quiet enjoyment commencing on the Completion Date and ending on the **[third (3rd)]** anniversary of the Completion (the "Initial Term"). Upon expiration of the Initial Term, this Agreement automatically renews for additional successive **three (3)** year terms (each, a "Renewal Term") and will renew unless and until the earlier of (a) the Owner-Resident provides written notice of non-renewal to the Owner through the Key App at least 75 days prior to the end of the then-current term, or (b) the earlier termination of this Agreement. The Initial Term and any Renewal Terms is referred to herein as the "Term".

3.2 Limitation on the Owner-Resident's Right to Occupy:

The Owner-Resident agrees that the Property will be occupied by the Owner-Resident as a private single-family residence and for no other purpose and in accordance with all Applicable Laws and the provisions of the Condominium Rules until the expiration or earlier termination of this Agreement, including a termination due to a Default.

The Owner-Resident will allow only those individuals approved by the Owner through Key or Key's representatives to occupy the unit as such parameters are defined by Key and the Owner. The Owner-Resident will be responsible for the breaches of any of the provisions of this Agreement or the Condominium Rules by any occupant of the Property, including a Resident. The Owner-Resident must inform Key of all Residents in the Property, including Immediate Family Members.

The parties do not intend to create a lease or any other interest in real property for Owner-Resident through this Agreement, and the parties only intend to create a license to occupy the Property that is revocable as expressly provided herein.

3.3 Common Areas and Facilities:

The Owner-Resident shall have the right to occupy, use and enjoy, on a non-exclusive basis, in common with all other residents of the Building entitled thereto, and for the purposes for which they are intended and subject to the restrictions set out in the Condominium Rules, the Common Areas and Facilities. The Common Areas and Facilities are more particularly described in the governing documents for the Building and promulgated pursuant to the Act.

3.4 Digital Communication and Transacting:

Except as required by Applicable Law, the Owner-Resident agrees that digital communication will be acceptable notice for all dealings among any of the Owner, Key and the Owner-Resident under this Agreement or otherwise. To this end, the Owner-Resident agrees to utilize the Key App as the primary source of interaction between you and Owner or Key. Further, the Owner-Resident agrees that electronic funds transfer, including pre-authorized debit, is the only acceptable form of financial transactions for payments from the Owner-Resident to Owner and/or Key.

3.5 Participation in the Condominium Corporation:

The Owner shall retain all voting rights related to the Property for purposes of the Condominium Corporation. Key will communicate with the Owner-Resident prior to meetings of the Condominium Corporation and will use all reasonable efforts to ensure the Owner-Resident is able to attend and participate in meetings of unit owners of the Condominium Corporation. The Owner-Resident acknowledges that they shall not have a

voting right in accordance with the Act but shall have a right to make recommendations to the Owner who shall vote for themselves or on the Owner-Resident's behalf. Key assumes no responsibility for any decision made or action taken or not taken with respect to the Building or the Property in the exercise of the Owner's voting rights in respect of the Property. The Owner will make best efforts to ensure that actions or enactments by the Condominium board are not inconsistent with this Agreement.

3.6 Changes to the Property:

Owner-Resident does and shall agree not to make any structural alterations, additions or other changes to the interior of the Property without the prior written consent of Key. In addition, no alterations, additions or other changes shall be permitted with respect to any Common Areas or Facilities (including, any exclusive use common elements that are appurtenant to the Property, including, any balconies) without the prior written consent of Key and without first complying with the requirements under the Condominium Rules and the Act. For greater certainty, all structural alterations, additions or other changes to the Property need to be approved by the Condominium Corporation. Upon obtaining such consent, the Owner-Resident shall ensure that all work is performed by a contractor who is on Key's list of qualified and approved contractors. Should the work proposed be outside of the expertise of the list of qualified contractors, the Owner-Resident may choose an alternative qualified contractor to perform the work who is approved in advance by Key in writing. All such work must be performed in accordance with all Applicable Laws and must be inspected and approved in accordance with such laws.

All alterations, additions or other changes, if they are structural or constitute a fixture at law, shall become part of the Property and shall not be removed by the Owner-Resident. If the alteration, addition or other changes affect the value of the Property, the benefit or cost of the alterations, additions or other changes (less applicable depreciation) will be added to or subtracted from the Property Value for all purposes, including the calculation of the Owner-Resident's Co-Ownership Interest from time to time and upon termination of this Agreement. Upon request, Key will provide the Owner-Resident with an estimate (which shall not be binding on the Owner) of the anticipated impact of such alterations, additions or other changes on the Property Value.

3.7 Condition of the Property:

At all times, the Owner-Resident will keep the Property and all fixtures and chattels in it in good working order at her/his expense, save only for those items which are specifically stated herein to be the responsibility of the Owner or the Condominium Corporation. Upon termination of the Agreement, the Owner-Resident will deliver to Key, the Property and all fixtures in the same condition as on the Completion Date, except for ordinary wear and tear.

3.8 Annual Inspection:

Owner shall be permitted, at its risk and on reasonable prior notice to the Owner-Resident, or the Owner-Resident shall be permitted, as the case may be, to cause an annual inspection of the Property to be conducted by Key or another agent in order to assist in the determination of the condition of the Property. Results of the inspection will be reported/made available to the Owner-Resident through the Key App.

3.9 Notification of Defects:

The Owner-Resident will notify Key immediately upon becoming aware of any damage to or deficiency in the Property or any fixtures contained therein.

3.10 Potential for Damage or Loss:

In case of any event which may result in any damage or loss to Owner, the Condominium Corporation, the Building, or the Property:

- (a) **Entry:** The Owner, Key or any agent selected by either or an agent of the Condominium Corporation may enter the Property to make such repairs as the Owner or Key deem necessary or expedient, or to correct the condition which might result in damage or loss to the Owner, the Owner-Resident, the Condominium Corporation, the Building or the Property, in each case, without the same constituting a breach of quiet enjoyment. The Owner, Key or any agent selected by either or an agent of the Condominium Corporation may determine in their sole discretion whether such a condition exists.
- (b) **Resident's absence:** If the Owner-Resident is not present to grant entry to the Property, Owner, Key or any agent selected by either or an agent of the Condominium Corporation may enter the Property without the Owner-Resident's permission to deal with any situation involving damage or loss, or potential damage or loss, to Owner, the Owner-Resident, the Condominium Corporation, the Building or the Property.
- (c) **Locks:** Key will keep a key to all locks on all doors or windows in the Property. The Owner-Resident shall not change any such locks or place additional locks without Key's prior written consent. Upon the placement or replacement of any such lock after receiving such consent, the Owner-Resident must immediately deliver to Key a key or code to each new or changed lock.
- (d) **No liability:** The rights and authority given by anything in this Section 4.10 do not impose any responsibility on the Owner, Key or any agent selected by either, or an agent of the Condominium Corporation or any insurers or their agents, for the care or supervision of the Property.
- (e) **Compensation:** The Owner-Resident will, at the sole expense of the Owner-Resident, compensate and/or reimburse Owner for (i) an amount equal to the full amount that is or would be necessary to remediate, repair or restore all wear and tear to the Property occurring during the Term multiplied by the Owner-Resident's Co-Ownership Percentage, and (ii) the full amount of any damage, loss or injury to the Owner, the Condominium Corporation, the Building, the Property, or to any other persons on the Lands, which is caused by virtue of the Owner-Resident's negligence or any Default (other than wear and tear as contemplated by clause (i)), or any negligence of any of your permitted occupants or guests (whether expressly permitted or not) or any Resident, which amounts, in either case, if unpaid, shall be applied as to 100% of the cost to the Owner-Resident's Co-Ownership Interest.

Article 4

ABILITY TO INCREASE DEPOSIT

4.1 Increasing the Owner-Resident's Deposit:

The Owner-Resident has the right to increase the Owner-Resident's Deposit by communicating with Key through the Key App between the 10th day and the 24th day of the month indicating the desired amount of the increase in the Owner-Resident's Deposit and payment to Key on behalf of the Owner (a "**Deposit Increase Request**") and subject to the following conditions:

- (a) **Timing of Transactions.** All transactions pursuant to a Deposit Increase Request to increase the Owner-Resident's Deposit, including all payments, shall occur as of the first Business Day of the month following the month in which the Deposit Increase Request is made and shall be based on the Property Value in the month in which a Deposit Increase Request was made.
- (b) **Administrative Charge.** All transactions to increase the Deposit will be subject to the Equity Administration Fee, calculated on the dollar amount of the requested increase.
- (c) **Calculating the updated Owner Resident's Home Equity and Co-Ownership Interest after the transaction to increase the Owner-Resident's Deposit.** The Owner-Resident's Home Equity and Co-Ownership Interest will be adjusted following each transaction pursuant to a Deposit Increase Request and the adjusted Home Equity and Co-Ownership Interest will be calculated in accordance with a formula taking into account, among other things, the Owner-Resident's Home Equity immediately prior to the transaction pursuant to a Deposit Increase Request, the amount of the increase in the Deposit pursuant to the Deposit Increase Request (net of the Equity Administration Fee), additional Co-financing, if any, and any increase or decrease in Property Value, which formula will be made available to the Owner-Resident upon request.
- (d) **Maximum Deposit:** If an Owner-Resident requests an increase in the Deposit in any amount that would result in the Co-Ownership Interest exceeding **190%** of the Property Value for the month prior to the month in which the Deposit Increase Request is made, such Deposit Increase Request will constitute an Exercise Notice in respect of the Option.
- (e) **Rate Limiter:** An Owner-Resident's Deposits during any given year may not exceed the Rate Limiter set at **110%**.

Article 5 OPTION TO PURCHASE

5.1 Grant of Option to Purchase:

Subject to the terms and conditions hereof and provided that the Owner-Resident is not in material default beyond any applicable notice and cure period, the Owner-Resident shall have an exclusive, irrevocable option to acquire from the Owner, the Property ("**Option**") for payments and on the terms and conditions set forth herein.

- (a) Subject to Section 5.1(b), at any time following the Initial Term, the Owner-Resident may exercise the Option by delivering to Key, on behalf of Owner, a notice of exercise of the Option ("**Exercise Notice**"). The Exercise Notice shall reference this Option and shall state that the Owner-Resident is exercising its right to acquire the Owner's beneficial interest in the Property in accordance with the terms and conditions contained herein and in Schedule A and substantially in the form included in the Key App, as may be amended from time to time. Any Exercise Notice shall also provide that the Closing Date shall be on such date as mutually agreed by the Owner and the Owner-Resident, but in any event not later than the 90th day following the date Key receives the Exercise Notice. Upon the delivery of the Exercise Notice to Key, a binding agreement pursuant to which the Owner shall sell to the Owner-Resident and the Owner-Resident shall acquire the Owner's beneficial interest in the Property shall be created, subject however to the terms and conditions contained in Schedule A. The period from the delivery of the Exercise Notice until the Closing Date is referenced herein as the "**Closing**

Period".

- (b) If the Owner has delivered a notice of termination of this Agreement pursuant to Section 10.3(a)(iv), to validly exercise the Option, the Owner-Resident must deliver an Exercise Notice within sixty (60) days of delivery of the notice of termination.
- (c) The Option is personal to the named Owner-Resident. The Owner-Resident may not sell, transfer or assign all or any portion of its interest in the Option to any other person or entity except pursuant to a Transfer of all rights and obligations hereunder to a Permitted Transferee.

Article 6**REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS****6.1 Owner-Resident Representations, Warranties and Covenants:**

In addition to the other representations, warranties, covenants and agreements contained in this Agreement, the Owner-Resident represents, warrants, covenants and agrees as follows, in the knowledge that Owner and Key are relying on such representations, warranties, covenants and agreements in entering into the Agreement and that such representations, warranties, covenants and agreements survive the Completion Date and continue throughout the Term:

- (a) **Compliance with Agreement:** to comply, at all times, with your obligations under the Agreement, any documents to which you are a party as required by Owner or Key from time to time and with the Condominium Rules;
- (b) **Compliance with Applicable Laws:** to comply at all times with Applicable Laws;
- (c) **Lease:** to not rent, lease, sublease, or license the Property, or permit the occupancy of the Property, or any portion thereof, to a Resident or to any individual(s) without the prior written consent of Key, which consent may be unreasonably withheld. All short-term rentals, when permitted, are subject to the terms outlined in Schedule C.
- (d) **No Transfer:** to effect, directly or indirectly, any Transfer except to a Permitted Transferee in accordance with the terms of this Agreement and the Key App;
- (e) **Sign documents:** to sign and return to Key, all documents reasonably requested by us to give effect to the terms and conditions of this Agreement;
- (f) **Insurance:** to provide evidence of insurance satisfactory to Key as required by the terms of this Agreement;
- (g) **No interference:** not to interfere with the installation, repair or maintenance of services to the Property or the Building, including the Common Areas and Facilities;
- (h) **Re-Entry:** to allow Owner, Key or any agent on their behalf an immediate right of entry into the Property to inspect, to rectify any breach of the Agreement or to make installations in, or repair or maintain the Property, including the contents thereof or to correct any condition that might result in damage, loss or injury to the Property or the Building;

- (i) **Signs:** not to place, erect or install any signs or notices within the Property or the Building without our prior written consent;
- (j) **No hindrance:** not to hinder or interfere with other residents of the Building from carrying out their obligations under their respective agreements with the Owner or in any way to disturb the quiet enjoyment of other residents of the Building;
- (k) **No liens:** not to permit any lien or encumbrance of any kind to be registered against the title to the Lands, Building or the Property, including, by any person who has supplied materials, improvements, or services to the Property.
- (l) **Waiver – Legal Ownership:** Notwithstanding that the Owner-Resident shall have a notional beneficial interest in the Property in accordance with Article 2 and Article 4 of this Agreement. The Owner-Resident acknowledges that such beneficial interest does not and shall not be defined or otherwise interpreted as a real property interest in the Property, but rather Key Co-Ownership as defined above. As such, the Owner-Resident hereby waives and disclaims any rights to partition the Property, any claim to title (except in connection with the Option), and any similar or related real property interests in the Property. This waiver shall continue to be in full force and effect until such time either a) the Owner-Resident exercises their option to Purchase the Property as set out under Article 5 of the Agreement or b) the Agreement is otherwise terminated by the Owner-Resident or the Owner.

6.2 Owner Representations, Warranties and Covenants:

Owner Covenants: Owner covenants and agrees as follows, in the knowledge that the Owner-Resident is relying on Owner's covenants and agreements in entering into the Agreement and that such covenants and agreements survive the Completion Date and continue throughout the Term:

- (a) **Compliance with Agreement and Applicable Laws:** to comply with all obligations of the Owner under this Agreement, the Condominium Rules and all Applicable Laws.
- (b) **Property Tax:** to pay all municipal property taxes attributable to the Property in a timely fashion.
- (c) **Maintenance and repairs:** to respond to (or take all reasonable efforts within our power to cause the Condominium Corporation to respond to) all reasonable requests of the Owner-Resident or Key for repairs to the Property in a timely and professional manner, and to ensure (or take all reasonable efforts within our power to cause the Condominium Corporation to ensure) that all work performed by us or the Condominium Corporation in respect of the Property shall be performed in a good and workmanlike manner in accordance with Applicable Laws and the Condominium Rules, subject to charges, if applicable.
- (d) **No Sale Without Notice:** During the Term of this Agreement, the Owner represents and warrants that it shall not transfer, sell, mortgage, or otherwise encumber the Property without prior notice to Key and to the Owner-Resident, and not without otherwise adhering to the terms under Article 11 of this Agreement.

Article 7 MISSED RESIDENCY PAYMENT

7.1 Failure to Pay Any Monthly Residency Payment When Due:

Any failure to pay any Residency Payment when due during the Term (each, a "**Missed Residency Payment**") will constitute a Residency Payment default ("**Residency Payment Default**").

7.2 Notice of Residency Payment Default:

Upon the occurrence of a Residency Payment Default, Key will deliver to the Owner-Resident reminders to pay on the first, fifth and tenth business day of the month. If the Missed Residency Payment giving rise to the Residency Payment Default has not been paid by the tenth business day of the month, the reminder delivered on the tenth business day of the month will constitute a notice to the Owner-Resident of Residency Payment Default (the "**Notice of Residency Payment Default**").

The notice of Residency Payment Default will specify the balances owing (including all fees contemplated by Section 7.6 and will require the Owner-Resident within ten (10) days of the date of delivery of the Notice of Residency Payment Default to:

- (a) pay the Missed Residency Payment in full, or
- (b) enter into arrangements ("**Payment Arrangements**") satisfactory to the Owner for the cure of the Residency Payment Default, which shall include an agreement to terms to bring the Owner-Resident back into compliance with this Agreement that are acceptable to the Owner, in its sole discretion.

7.3 Curing the Residency Payment Default:

If the Owner-Resident pays the Residency Payment in full within ten (10) days of the date of delivery of the Notice of Residency Payment Default, the Residency Payment Default will be considered cured. For the Owner-Resident who enters into Payment Arrangements, the Notice of Residency Payment Default shall be considered cured as long as the Owner-Resident complies with and remains in compliance with the Payment Arrangements. Should the Owner-Resident breach the terms of the Payment Arrangements, the Owner-Resident will be deemed to have received a further Notice of Residency Default upon occurrence of such a breach.

7.4 Adjustment of Deposit:

Failure by the Owner-Resident to cure the issues arising from any Notice of Residency Payment Default in accordance with Section 7.3 will result in an automatic reduction of the Owner-Resident's Deposit by an amount sufficient to satisfy the Missed Residency Payment and all reasonable costs of Owner incurred in connection with the Residency Payment Default, which amount will be applied by the Owner to satisfy the Missed Residency Payment and such costs. If the adjustment to the Owner-Resident's Deposit reduces the amount of the Deposit to below an amount equal to less than the Initial Deposit, the Owner-Resident will have six (6) months from the date of the automatic adjustment of the Deposit to increase the Deposit to the Initial Deposit amount in accordance with the terms of this Agreement, failing which the Owner-Resident will be deemed to have received a further Notice of Residency Default on such (6) month anniversary.

7.5 Multiple Notices:

If Key has delivered or is deemed to have delivered more than three (3) Notices of Residency Payment Default to the Owner Resident during the Term of this Agreement, the delivery or deemed delivery of the fourth Notice of Residency Payment Default will constitute a Default in accordance with the provisions outlined in Section 7.1.

7.6 Missed or Late Payment Fees:

To recover the costs incurred by Owner for missed or late payments, the following fees will be charged. These fees are subject to change.

- (a) A **\$5 fee** for failed automated withdrawal attempts on each of the 5th and 10th business days of the month.
- (b) A **\$50 fee** for not curing the Residency Payment Default by the next billing cycle which occurs on the 25th of the month.

Article 8 DEATH AND DISABILITY

8.1 Death or Disability of Owner-Resident:

In the event that an Owner-Resident dies or becomes permanently disabled (an "Incapacity Event"), the lawful successor or legal representative of such Owner-Resident or his/her estate ("Legal Representative") shall notify Key and Owner of such Incapacity Event, together with any commercially reasonable documentation necessary to confirm the same. For a period of ninety (90) days following the Incapacity Event, the Legal Representative shall have the right to either (a) assume the rights and obligations of the Owner-Resident as a Permitted Transferee, in which case the Legal Representative will execute and deliver the necessary documents to effect such transfer, or (b) terminate this Agreement, in which case this Agreement will be deemed terminated and such termination shall be effected in accordance with Section 10.3(b)(ii) below. In the event that the Legal Representative fails to make an election during such 90-day period, this Agreement shall automatically terminate and such termination shall be effected in accordance with Section 10.3(b)(ii).

Article 9 RESERVED

Article 10 DEFAULT AND TERMINATION

10.1 Default:

- (a) The Owner-Resident will be in default of this Agreement upon the occurrence of any of the following events during the Term (each, a "Default"):
 - (i) the delivery or deemed delivery of more than three (3) Notices of Residency Payment Default during the term of this Agreement, or
 - (ii) the Owner-Resident does not perform, or breaches, any of his/her covenants or agreements in this Agreement (other than a Missed Residency Payment) within thirty (30) days of notice thereof, or

- (iii) any lien, execution or encumbrance arising from any action or default by the Owner-Resident is registered against or attaches to the Property or the Building, including the Common Areas and Facilities which is not removed within twenty (20) days of the filing thereof, or
 - (iv) the Property remains vacant for more than 180 days in any twelve (12) month period, or
 - (v) The making of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Owner-Resident of a petition to have Owner-Resident adjudged a bankrupt, or a petition for reorganization or arrangement under any law, now existing or hereafter amended or enacted, relating to bankruptcy or insolvency (unless, in the case of a petition filed against Owner-Resident, Owner-Resident has not consented to, or admitted the material allegation of said petition and the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver (other than in a bankruptcy or insolvency proceeding) to take possession of substantially all of Owner-Resident's assets located at the Property or of Owner-Resident's interest in this Agreement, where possession is not restored to Owner-Resident within thirty (30) days.
- (b) Upon the occurrence of a Default, Key may deliver to you, a written notice of termination of this Agreement (the "**Notice of Default Termination**"), to be effective on the date specified in the Notice of Termination, which date will not be earlier than the 21st day after such notice is given. A Notice of Termination delivered pursuant to Section 10.2(a) will be effective on the 21st day after such notice is given and a Notice of Termination delivered pursuant to any of Section 10.2 will specify the act or acts that constitute the Default and will require you within seven (7) days of the date of delivery of the Notice of Default Termination to:
- (i) cure the Default to the satisfaction of Owner, or
 - (ii) enter into arrangements satisfactory to Owner for the cure of the Default, which shall include an agreement to terms of any payment default under this Agreement
- failing which, this Agreement will be terminated on the date specified in the Notice of Default Termination.
- (c) If the Owner-Resident remedies the Default that is the subject of the Notice of Termination in the manner provided for herein, this Agreement will not be terminated. If the Owner-Resident fails to comply with the Notice of Termination, or if the Owner-Resident has received more than one Notice of Termination during any six (6) month period, or more than three (3) Notices of Termination during the Term of this Agreement, then notwithstanding anything else in this Agreement to the contrary, the Owner shall be entitled, in its sole and absolute discretion, to terminate the Agreement and; provided the Owner-Resident vacates the Property on or before the termination date, Owner will repay to the Owner-Resident an amount equal to the Owner-Resident's Home Equity less the Equity Administration Fee and, less any applicable amounts pursuant to Section 7.6.
- (d) If the Owner-Resident fails to vacate the Property upon a termination of this Agreement for any reason, then Owner shall have the right to exercise any and all rights or remedies available at law or equity with respect to possession of the Property including, without limitation, the commencement of eviction proceedings and to recover from Owner-Resident any costs or expenses (including attorneys' fees and costs) incurred in connection with such action.

- (e) The Owner will be in default of this Agreement ("**Owner Default**") if any of the following occur:
 - (i) the Owner does not perform, or breaches, any of his/her covenants or agreements in this Agreement, including but not limited to:
 - i. Failing to deliver proceeds to the Owner-Resident upon the exercising of a termination by the Owner-Resident in accordance with Sections 10.2(b) or 10.2(c) of this Agreement;
 - ii. Failing to carry out the terms of an exercise of the Option by the Owner-Resident in accordance with Article 5.
 - iii. Causing a material decrease (defined solely at Key and the Resident-Owner's discretion) in value of the Property as a result of any act by the Owner or any negligence by the Owner in relation to the Property.
- (f) Upon the learning of an Owner Default the following will occur:
 - (i) Key will inform the Owner-Resident as soon as is practicable of such default;
 - (ii) The Owner-Resident may terminate this Agreement in accordance with Article 10.2 of this Agreement and may collect termination payment (where applicable) in accordance with Section 10.3.

10.2 Termination Rights:

In addition to the rights of the Owner pursuant to Section 10.1, this Agreement may be terminated at any time prior to the end of the Term:

- (a) by mutual written agreement of the parties on the date and upon the terms specified in such written agreement;
- (b) by the Owner-Resident by notice to the Owner of a date not less than 75 days from the delivery of such notice of its intention to vacate the Property; provided that the termination date shall be the last day of a calendar month;
- (c) by the Owner or the Owner-Resident, if the Property or the relationship between Owner and Owner-Resident contemplated by this Agreement is determined to be illegal or unenforceable under Applicable Laws, in which case this Agreement will terminate on the date such determination is made;
- (d) subject to the right of the Owner-Resident to exercise the Option, by Owner at any time after the end of the Initial Term (or any successive Renewal Term); provided that Owner has given the Owner-Resident not less than six (6) months' notice of such termination; or
- (e) on the Closing Date in respect of the Owner-Resident's exercise of the Option;
- (f) by the Owner, if Key is unable or unwilling to continue to offer Homeownership-as-a-Service ("HaaS") in respect of the Property, pursuant to Section 11.3.

10.3 Termination Payments:

- (a) If this Agreement is terminated by:
 - (i) the Owner-Resident pursuant to Section 10.2(d) and such termination occurs on or prior to the first anniversary of the Completion Date (an "**Early Termination**"), the amount payable by the Owner to the Owner-Resident shall be equal to **95%** of an amount equal to the Owner-

Resident's Home Equity.

- (ii) the Owner-Resident pursuant to Section 10.2(b) and such termination occurs after the first anniversary of the Completion Date (a "**Regular Termination**"), the amount payable by the Owner to the Owner-Resident shall be an amount equal to the Owner-Resident's Home Equity.
 - (iii) the Owner pursuant to Section 10.2(c), the Owner-Resident may give the Owner 75 days' notice of its intention to vacate the Property, or continue to occupy the Property if, prior to the termination date, Owner and the Owner-Resident execute a new lease in respect of the Property, on terms mutually acceptable; and provided the Owner-Resident has executed a new lease in respect of the Property in accordance with this Section 10.3(a)(iii) or vacates the Property on the termination date, the amount payable by the Owner to the Owner-Resident if the Property Valuation is higher on the termination than on the Completion Date, shall be an amount equal to the Owner-Resident's Deposit; provided that the Owner-Resident will not be entitled to any adjustment to the Owner-Resident's Home Equity resulting from the aggregate increase in the Property Valuation from the Completion Date to the date of termination but shall be entitled to the reimbursement of Co-financing Interest Payments, or if the Property Valuation is lower on the termination date than the Completion Date, shall be an amount equal to the Owner-Resident's Home Equity, and reimbursement of Co-financing Interest Payments.
 - (iv) by the Owner-Resident pursuant to Section 10.2(c) and if the Owner-Resident continues to occupy the Property and, prior to the termination date, Owner and the Owner-Resident execute a residential lease in respect of the Property on terms mutually acceptable, or the Owner-Resident is deemed to have been or become subject to a lease in respect of the Property, the amount payable by the Owner to the Owner-Resident on the termination date shall be an amount equal to the lesser of the Initial Deposit plus the amount of any additional Deposits made to the Owner pursuant to Deposit Increase Requests in accordance with Section 4.1, less any amounts adjusted to the Deposit pursuant to Section 7.4, and the Owner-Resident's Home Equity, plus reimbursement of Co-financing Interest Payments.
 - (v) by the Owner pursuant to Section 10.2(d), 10.2(e) or 10.2(f) the amount payable by the Owner to the Owner-Resident shall be an amount equal to the Owner-Resident's Home Equity.
- (b) No amount payable by the Owner to the Owner-Resident pursuant to Section 10.3(a) shall be payable unless and until Owner-Resident has vacated the Property on the applicable termination date or, if the Owner-Resident is entitled to continue to occupy the Property, has executed a new lease in respect of the Property on terms mutually acceptable. In the event that Owner-Resident fails to timely vacate the Property on or before the applicable termination date, then (a) the Owner-Resident's Home Equity shall be automatically reduced by ten percent (10%), and (b) the Owner-Resident shall be deemed to be in Default and shall pay to Owner an amount equal to two hundred percent (200%) of the last Residency Payment amount until the Property is finally vacated. Any such default amounts may be deducted from Owner-Resident's Home Equity to the extent available.
- (c) Any amount payable by the Owner to the Owner-Resident pursuant to Sections 10.1 or 10.3(a) shall be net of all Termination Fees and Expenses, which shall be deducted and set-off against any payment

made to the Owner-Resident.

- (d) If the Owner-Resident terminates this Agreement and signs a new Agreement for another Key Property pursuant to Section 8.3(a), an Equity Administration Fee will be charged against the Home Equity upon termination of the existing Agreement, and a value equal to the difference between the Owner-Resident's Deposit on a new Key Property and their current Home Equity if such value is greater than zero.
- (e) If the Owner terminates this Agreement, the Owner-Resident will not be charged an Equity Administration Fee. If the Owner-Resident signs a new Agreement for another Key Property pursuant to Section 10.3(a), an Equity Administration Fee with a value equal to the difference between the Owner-Resident's Deposit on a new Key Property and their current Home Equity, if such value is greater than zero, will be charged.

Article 11 TRANSFERS

11.1 Transfer By Owner:

In the event that an Owner wishes to sell the Property, an Owner shall do so in accordance with the following:

- (a) **Option to the Owner-Resident:** Owner shall notify Owner-Resident of its intent to sell the Property to a third-party purchaser (a "**Sale Notice**"). Within ten (10) days of receipt of the Sale Notice, Owner-Resident shall have the right to exercise their Option to purchase the Property in accordance with Article 5. If the Owner-Resident fails to exercise their Option, the Option to purchase shall automatically terminate and the Owner shall have the right to terminate this Agreement in accordance with section 10.2(d) and make payments in accordance with section 10.3(a)(v) at any time.
- (b) **Sale to Key or an Affiliate:** In the event that the Owner-Resident does not exercise the Option under Article 5, Key or an affiliate of Key, shall have an exclusive, irrevocable option to purchase the Property from the Owner on substantially the same terms as the Owner-Resident Option ("**Secondary Option**"). If Key wishes to exercise the Secondary Option, Key shall deliver an exercise notice in a form determined by Key or an affiliate of Key, within fifteen (15) days of expiry of the Owner-Resident's Option in accordance with Article 5. Upon exercising their Secondary Option, Key and the Owner shall determine a mutually agreeable closing date and a binding agreement shall be created pursuant to which the Owner shall sell to Key or an affiliate of Key, and Key or an affiliate of Key shall acquire the Owner's beneficial interest in the Property. The sale of the Property pursuant to Key's exercise of the Secondary Option shall be on substantially the same terms and conditions of the Option held by the Owner-Resident.
- (c) **Sale to a Third Party:** In the event that the Owner-Resident, Key or an affiliate of Key refuses to exercise their respective options, the Owner may to sell the Property to a third party solely of the Owner's choosing.

11.2 Transfer by Owner-Resident to a Permitted Transferee:

A transfer by Owner-Resident may only affect a Transfer to a Permitted Transferee and only in accordance with the following terms and conditions:

- (a) The Owner-Resident must notify Key of its intention to affect a Transfer to a Permitted Transferee at least thirty (30) days in advance of the proposed Transfer ("**Transfer Notice**").
- (b) The Transfer must occur on the last Business Day of a calendar month.
- (c) The Owner-Resident must be current on all of her/his Residency Payments and not otherwise be in Default.
- (d) The Permitted Transferee must complete an Owner-Resident Application Form and be approved by or on behalf of the Owner.
- (e) The Permitted Transferee must agree to assume the obligations of this Agreement as though the Permitted Transferee were an original party hereto and to become, for all purposes, the Owner-Resident hereunder and upon Transfer of this Agreement to become the Owner-Resident of the Property and the transferring Owner-Resident must vacate the Property by the transfer date or, subject to the agreement of the Permitted Transferee, become an occupant in the Property.
- (f) The Owner-Resident shall pay to Key the Equity Administration Fee.
- (g) Any improvements made or damages caused by the Owner-Resident become the responsibility of the Permitted Transferee. The Owner-Resident shall be responsible for all moving costs.
- (h) For greater certainty, the time periods regarding increases to the Residency Payment as outlined in Schedule B will remain in effect after the Transfer and bind the Permitted Transferee and the Permitted Transferee shall provide an express agreement and acknowledgement to the Owner to such effect.
- (i) The right of any person who has signed this Agreement or any amendment hereto as an Owner-Resident, to occupy, use and enjoy the Property and Common Areas and Facilities shall be terminated upon the completion of the Permitted Transfer, and be of no further force nor effect.

11.3 Cessation of Homeownership-as-a-Service:

In the event that Key is unable or unwilling to continue to offer Homeownership-as-a-Service ("**HaaS**") in respect of the Property, the Owner may terminate this Agreement as follows:

- (a) Key will notify the Owner-Resident of the intention to cease offering HaaS at least 180 days prior to the Cessation Date.
- (b) The Cessation Date must occur on the last Business Day of a calendar month.
- (c) The Owner-Resident has the option of:
 - (i) Exercising the Option in accordance with this Agreement.

- (ii) Remaining in the Property after the Cessation Date provided that the Owner-Resident signs a new lease agreement as a tenant on a month-to-month basis with the Owner, with contractual monthly rent amount based on prevailing market rents at the time of signing.
- (iii) Electing to terminate the Agreement and be entitled to the payments set forth in Section 10.3(a)(v).

Article 12
DUTIES AND LIABILITIES OF KEY

12.1 Duties and Liabilities of Key:

- (a) Key shall have no duties or responsibilities other than those expressly set forth in this Agreement, and no implied duties or obligations shall be read into this Agreement against Key. Key shall have no duty to enforce any obligation of any Person, other than as provided herein.
- (b) Key shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith, and in the exercise of its own best judgment, and shall not be held liable for any error in judgment made in good faith, unless it shall be proved that Key was negligent in ascertaining the pertinent facts or acted intentionally in bad faith.
- (c) Key may rely, and shall be protected in acting, upon any judgment, order, notice, demand, direction, certificate or other instrument, paper or document which may be submitted to it in connection with its duties hereunder and the directions incorporated therein and which is believed by Key to be genuine and signed or presented by the proper Person(s), and may accept the same as sufficient evidence of the facts stated therein. Key shall in no way be bound to call for further evidence (whether as to due execution, validity or effectiveness, or the jurisdiction of any court, or as to the truth of any fact), and shall not be responsible for any loss that may be occasioned by its failing to do so.
- (d) If Key shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto or from a third Person with respect to any matter arising pursuant to this Agreement which, in its opinion, are in conflict with any provision of this Agreement, it shall be entitled to refrain from taking any action authorized and directed hereunder until it shall be authorized or directed otherwise in writing by Owner, or by an order of a court of competent jurisdiction from which no further appeal may be taken.
- (e) Key shall not be required to use, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights under this Agreement other than any such liability as may arise from the failure of Key to perform such duties as are specifically set forth in this Agreement or as a result of the wilful misconduct, fraud or negligent acts or omissions on the part of Key or its representatives.

Article 13
DAMAGE AND INSURANCE

13.1 Termination of Agreement:

If the Property is destroyed, or damaged, in whole or in part, by fire or other casualty so as to make it uninhabitable for a period of 90 days following the date of such damage or casualty, or if the Condominium Corporation otherwise requires, the Agreement may be terminated at the sole discretion of Owner. In such an event, the Owner will pay the Owner-Resident the amount equal to the Owner-Resident's Home Equity. Owner will not be held responsible for any destruction or damage that in the opinion of Owner is caused by any willful, unlawful, or negligent act or omission of the Owner-Resident, the Owner-Resident permitted occupants, guests, invitees, Residents, or anyone else for whom the Owner-Resident is at law responsible.

13.2 Reconstruction:

If the Property is destroyed or damaged by fire or other casualty and Owner does not so terminate the Agreement, Owner will retain qualified persons to diligently repair or reconstruct the Property or cause the Condominium Corporation to repair or reconstruct the Property but only to the extent of the proceeds received by Owner from its insurers and those received by the Condominium Corporation to the extent they are applied to the repair or reconstruction. The Residency Payment will abate entirely between the date of such destruction or damage and the date on which the repairs or reconstruction are substantially completed. If the Owner or the Condominium Corporation repair or reconstruct the Property, the Owner may use plans, specifications and working drawings other than those used in the original construction of the Property.

13.3 Abatement:

If the Property is damaged so as to be in the opinion of Owner made uninhabitable in part only, for a period that is less than 90 days following the damage, the Agreement continues in effect and Owner will retained qualified persons to diligently repair or reconstruct that part of the Property or cause the Condominium Corporation to repair or reconstruct that part of the Property, but only to the extent of proceeds received by Owner and/or the Condominium Corporation from Owner's and or the Condominium Corporation's insurers. The Residency Payment will abate proportionately on the portion of the Property that is made uninhabitable from the date of destruction or damage to the date on which the repairs or reconstruction are substantially completed.

13.4 No Abatement:

If in the opinion of Owner, acting reasonably, the Property is damaged but in Owner's opinion is not made uninhabitable in whole or in part, for a period that is less than 90 days following the damage, this Agreement continues in effect and the Residency Payment will not abate. If the Premises is deemed uninhabitable due to damage beyond reasonable repair, Owner-Resident will be able to terminate this Agreement by written notice to Key and Ownerthe Landlord. If said damage was due to the negligence of the Tenant, the Tenant shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

13.5 Insurance:

- (a) **By Owner:** Owner shall only be required to maintain (or shall take such actions within its control to cause the Condominium Corporation to maintain), such insurance "all risk", "public liability" and other insurance as it deems advisable from time to time in respect of the Property and the Building. In addition, Owner shall take such actions within its control to cause the Condominium Corporation to maintain sufficient insurance to satisfy the requirements of the Act solely through its role at Condominium Corporation meetings. Any policies obtained by Owner shall name Key and its Affiliates as additional insureds.

- (b) **By the Owner-Resident:** The Owner-Resident will be deemed to have elected to purchase the Key arranged contents and liability insurance unless the Owner-Resident has declined such coverage, below, which if elected, will constitute a Recurring Service hereunder.

In addition to any other insurance the Owner Resident considers advisable, the Owner Resident shall obtain and maintain at all times the following minimum insurance:

- (i) Insurance, in an amount not less than \$50K, on any additions, improvements or betterments that the Owner Resident makes to the Property and for the furnishings, fixtures, equipment, decorating and personal property and chattels contained within the Property, and personal property and chattels of the Owner Resident stored elsewhere on in the Building or on the Lands, including any automobiles, and for loss of use and occupancy of the Property in the event of damage.
- (ii) Public liability insurance, in an amount not less than One Million (\$1,000,000.00) Dollars, covering the liability of the Owner-Resident, Residents, invitees, licensees, guests or those for whom the Owner-Resident or Resident in law are responsible, to the extent not covered by any public liability and property damage insurance obtained and maintained by Owner or the Condominium Corporation.
- (iii) Insurance for additional living expenses incurred by the Owner-Resident or Resident if required to vacate the Property by one of the hazards protected against by the Condominium Corporation's insurance policy or policies.
- (iv) An option to obtaining insurance will be provided through the Key App prior to the Completion Date. Declining this offer requires you to secure the required insurance from another source reasonably satisfactory to Key on behalf of the Owner. You will not be permitted occupancy until you produce evidence of bound insurance outlined in this Section 11.6(b).
- (v) All insurance policies obtained by Owner-Resident shall expressly name Owner and Key as additional insureds.

Article 14 GENERAL TERMS

14.1 Liability:

Where there is more than one Owner-Resident party to this Agreement, any reference to one Owner-Resident shall be deemed to include reference to each Owner-Resident and the obligations and liabilities of each Owner-Resident will be joint and several and reference to one Owner-Resident shall not limit the scope or exclude the application of any obligation or liability to such Owner-Resident or circumstance and any such obligation or liability shall apply to each Owner-Resident on a joint and several basis.

14.2 Schedules:

The following schedules are part of this Agreement:

- (A) Property Purchase Option - Summary of Terms
- (B) Residency Payment
- (C) Short Term Rental Policies
- (D) Dispute Resolution

14.3 Approvals:

The Owner has the sole unfettered absolute right and ability to finance, secure, charge, encumber, or pledge its owned Properties as it sees fit without requiring any approval from the Owner-Resident, and nothing in this Agreement shall be deemed otherwise. For greater certainty, this will not impact the Owner-Resident's rights as outlined in this Agreement, their Co-ownership Interest, or terminate this Agreement.

14.4 No Merger:

All rights and obligations in this Agreement shall survive the Completion Date and do not merge because of the occupancy of the Property.

14.5 Governing Law:

This Agreement is governed by the laws of the Province of [] and the federal laws of Canada applicable therein.

14.6 Entire Agreement:

This Agreement is the entire agreement among the parties hereto with the matters contained in it and supersedes any prior agreements. No modification of this Agreement is binding unless it is written and signed by all of the parties hereto.

14.7 Severability:

If any term of this Agreement is illegal or unenforceable, the remaining terms of this Agreement shall be legal and binding and shall not be affected by the illegal or unenforceable provisions.

14.8 Successor and Assigns:

The Agreement binds the Owner, the Owner-Resident and Key's legal or personal representatives, successors and permitted assignees. The Owner and the Owner-Resident shall not assign this Agreement or any benefit or obligation hereunder without our express written consent of Key and only in accordance with the terms of this Agreement. Key shall be entitled to assign this Agreement, and our rights and obligations hereunder with notice to the other parties.

14.9 Non-waiver:

No departure from or waiver of the terms of this Agreement authorizes any prior or later departure or waiver. We are not obliged to continue any departure or waiver or to permit any later departure or waiver. Time is of the essence of this Agreement.

14.10 Notice:

Where this Agreement allows or requires a notice to be given to a party, such notice shall to the extent possible, be provided through the Key App and notice shall be deemed to have been given on the second day that such information is available on the Key App.

14.11 Further Assurances:

Each of the parties hereto will, at the request of any other party, execute such further documents as may be required to give effect to this Agreement.

14.12 Dispute Resolution:

It is understood and agreed that should any disagreement or dispute arise with respect to this Agreement and the matters contemplated hereby, such disagreement or dispute shall be resolved in accordance with the process outlined in Schedule D.

14.13 Remedies Cumulative:

The rights and remedies of each of Owner and Key rights and remedies under this Agreement are cumulative, and in addition to any rights and remedies of each not contained in this Agreement, and the exercise of any right by either of Owner or Key will not deprive Owner or Key of their respective rights and remedies.

14.14 No Recording; Confidentiality:

Each party shall keep the terms and conditions of this Agreement strictly confidential and shall not disclose such terms or conditions to any third party without the consent of the other parties.

14.15 No Partition:

Except with the unanimous consent of the Owner, Key and the Owner-Resident, no party shall, petition, nor make any application to any Court or authority having jurisdiction, nor commence nor prosecute any action for partition and sale of the Property and expressly waives their right to assert or bring a claim under this act or similar statute.

14.16 Private Contract:

To the maximum extent permitted by law, the parties intend that this Agreement constitute a commercial contract and not a residential lease. This Agreement affords the Owner-Resident the right to occupy the Property while contributing additional funds in order to realize certain benefits and obligations from a notional equity interest in the Property and the Owner benefits from the receipt of these additional funds prior to the consummation of a sale to Owner-Resident. These terms and conditions have been bargained for and are material considerations of the parties hereto.

14.17 Subordination:

This Agreement shall be subject and subordinate to all ground leases, master leases and the lien of all mortgages and deeds of trust which now or hereafter affect the Property or the Building or Owner's interest therein, and all amendments thereto, all without the necessity of Owner-Resident's executing further instruments to effect such subordination. If requested, Owner-Resident shall execute and deliver to Owner and Key within ten (10) days after request whatever documentation that may reasonably be required to further effect the provisions of this paragraph including a subordination, nondisturbance and attornment agreement in the form required by Owner or the holder of a superior interest in the Property or the Building.

14.18 Force Majeure:

None of the parties shall be liable for any liability, cost or expense incurred due to labour disputes, riots, natural catastrophes, explosions, acts of God, or any other similar event which is beyond our reasonable control. Any failure or delay by a party in the performance of our obligations under this Agreement due to such causes is not a breach of this Agreement.

----- the remainder of this page left intentionally blank; signature page follows -----

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THE OWNER-RESIDENT HEREBY ACKNOWLEDGES THAT EACH OF OWNER AND KEY HAS RECOMMENDED THAT THE OWNER-RESIDENT SEEK INDEPENDENT LEGAL AND TAX ADVICE PRIOR TO EXECUTING THIS AGREEMENT AND THAT OWNER-RESIDENT HAS EITHER OBTAINED SUCH INDEPENDENT LEGAL AND TAX ADVICE OR OWNER-RESIDENT HEREBY EXPRESSLY WAIVES THE RIGHT TO DO SO.

SIGNATURES

AS EVIDENCE of this Agreement, each of the parties hereto have signed below.

Owner-Resident(s):

Owner-Resident 01 Signature

Owner-Resident 02 Signature

Date of Signing (YYYY/MM/DD)

Date of Signing (YYYY/MM/DD)

KEY LIVING CORP., on its own behalf and as authorized agent and on behalf of the Owner:

Per:

Name:

Signature:

Title:

Date:

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Schedule A
PROPERTY PURCHASE – SUMMARY OF TERMS

Agreement of Purchase and Sale substantially in the form included in the Key App, as may be amended from time to time, shall be executed by the Owner-Resident upon the Owner-Resident delivering an Exercise Notice in accordance with the Agreement.

1. Purchase price: The amount equal to the Appraiser's Appraisal of the Property Valuation of the Property, determined at the time that the Exercise Notice is delivered.
2. Closing: The Closing Date shall be on such date as mutually agreed by the Owner and the Owner-Resident, but in any event not later than the 90th day following the date Key receives the Exercise Notice provided by the Owner-Resident.
3. Sold as is: Property to be purchased on an "as is, where is" basis without inspection, financing or other conditions to close.
4. Fees: Legal costs incurred by the Owner-Resident, transfer fees, title insurance costs and other closing costs incurred by the Owner-Resident are to be for the account of and be paid by the Owner-Resident. **Owner-Resident shall pay to Key a \$1,000 fee for the purchase of the Property from the Owner.**
5. Home Equity: Value of Home Equity balance will be calculated at the time of delivery of the Exercise Notice and will be credited to the closing date payment to be made by the Owner-Resident.
6. Customary Terms: Other customary terms and conditions for residential transactions in the jurisdiction in which the Property is located including, without limitation, any disclosures or other terms as required by applicable law and the condominium documents.

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Schedule B RESIDENCY PAYMENT

1. **Residency Payment:** The Residency Payment is the monthly payment equal to the Rent Equivalent (including the Monthly Equity Boost), less Ownership Savings, plus Co-financing Interest, plus Property Expenses, plus Common Area Expenses, plus Recurring Expenses.
2. **Rent Equivalent:** The Rent Equivalent is the amount to cover the financing of the Property, and when added to the Occupancy Cost it sets a market rent for the Property. The Rent Equivalent is subject to amendment as set out in the Agreement.
3. **Ownership Savings:** The Owner-Resident is entitled to an Ownership Savings equal to the Co-Ownership Percentage multiplied by the Rent Equivalent.
4. **Co-financing:** The Co-financing Interest Payment shall be determined in the manner contemplated in the following table:

Owner-Resident Deposit %	Owner-Resident Co-financing %	Owner-Resident Co-Ownership Interest (COI %)
0%	0.0%	0.0%
5%	5.0%	10.0%
10%	10.0%	20.0%
15%	15.0%	30.0%
20%	20.0%	40.0%
25%	25.0%	50.0%
30%	23.3%	53.3%
35%	21.7%	56.7%
40%	20.0%	60.0%
45%	18.3%	63.3%
50%	16.7%	66.7%
55%	15.0%	70.0%
60%	13.3%	73.3%
65%	11.7%	76.7%
70%	10.0%	80.0%
75%	8.3%	83.3%
80%	6.7%	86.7%
85%	5.0%	90.0%
90%	3.3%	93.3%
95%	1.7%	96.7%
100%	0.0%	100.0%

5. **Common Area Expenses:** The monthly cost of operating, maintaining and repairing the common elements of the Building, costs relating to the maintenance or management of the Building, property taxes relating to the Building (other than the Property), and reserves for deferred maintenance as determined by the Condominium Corporation and allocated on a Property basis pursuant to the Condominium Rules. These charges are subject to change as explained in the Condominium Rules and Regulations (Schedule D).

6. **Property Expenses** are expenses that are attributable to the operating costs of the Property but are not part of the Common Area Expenses. These include:
- (a) Property taxes on the Property;
 - (b) Property insurance;
 - (c) In-Property maintenance and management services.

Property Specific Expenses will increase (decrease) from time to time based on factors beyond the control of Owner. The Owner-Resident will be informed of the increases (or decreases) at least 30 days prior to the change. Owner will provide details of any changes to the Owner-Resident.

7. **Recurring Expenses** are optional expenses that vary by Property depending on the services that the Owner-Resident chooses. These include but are not limited to:
- (a) Parking space;
 - (b) Storage locker;
 - (c) Contents and liability insurance.

Recurring Expenses may increase (decrease) from time to time based on factors beyond the control of Owner. The Owner-Resident will be informed of the increases (or decreases) at least 30 days prior to the change. Owner will provide details of any changes to the Owner-Resident.

8. **Increases to the Contractual Rent:** The Contractual Rent will be the amount set out on the Information Form and will remain the same for **one (1) year** (the "**Rent Reset Term**"). Prior to the end of each Rent Reset Term, as applicable, a comprehensive review will be undertaken by Owner to determine the market rent of a comparable property with similar features, inclusions and amenities. The Owner-Resident will be informed of the new Contractual Rent at least sixty (60) days prior to the end of each Rent Reset Term, as applicable. Once the new Contractual Rent has been adjusted, such Contractual Rent will remain unchanged during such Rent Reset Term. This paragraph, and the timelines set out herein, shall be applicable to any Permitted Transferee of the Property.
9. **Increases to the Occupancy Cost:** The Occupancy Cost may change one or more times throughout the year as a result of changes to the Property's expenses. For example, a Property may incur increases to its condo fees, property taxes and insurance all at different times of the year. Although increases to the Occupancy Cost would not affect the Contractual Rent during the Rent Reset Term, they would decrease the Rent Equivalent.
10. **Special Assessment:** The Condominium Corporation may from time to time issue a Special Assessment ("**Special Assessment**"), which is a one-time charge declared by the Condominium Corporation to pay for unexpected expenses that cannot be covered by operating funds or the reserve fund. If the Property is charged a Special Assessment, the Owner-Resident agrees to pay her/his share, calculated as Co-Ownership Percentage multiplied by the Special Assessment amount. The Owner will pay the remaining balance of any such Special Assessment.
11. **Additional Charges:** In addition to the Residency Payment, the Owner-Resident is responsible, at her/his sole cost, for, among other things:

- (a) the timely cleaning of the interior of the Property;
- (b) the replacement, improvements or betterments made to the Property;
- (c) utilities provided to the Property and individually metered, and internet and cable (unless already included in the Common Area Expenses).

Owner is not liable for any interruption or failure in the supplies of utility services.

12. **Reporting of Rental Payments:** The Owner-Resident consents to Owner reporting her/his Residency Payments to the Landlord Credit Bureau for the purpose of positively affecting the Owner-Resident's credit score.

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Schedule C

SHORT-TERM RENTAL POLICIES

[This schedule would be applied to Property that allows short-term rentals.]

Short-Term Rental: The Condominium Rules for your Building may allow short term rentals of your Property. Key has developed a seamless process for facilitating these short-term rental opportunities should the Owner-Resident wish to participate. The process is governed by the following, in addition to any requirements of the Condominium Rules:

INTRODUCTION

1. **Voluntary:** Participation in the short-term rental program is at the discretion of the Owner-Resident. No short term rentals are permitted if prohibited by law or the Condominium Rules.
2. **Exclusivity:** All short-term rentals will be facilitated by and coordinated through Key, on behalf of Owner. Any failure coordinate short term rentals through Key shall constitute a breach of the Key Owner-Resident Agreement.
3. **Registration:** An Owner-Resident who agrees to participate in the short-term rental program consents to Owner and/or Key applying to Municipal Licensing and Standards for registration and consents to the collection, use, and potential disclosure of the Owner-Resident's personal information to and by the City for the purpose of the administration of the City Municipal Code.
4. **Entire Property Rental:** Only the entire Property can be entered into the short-term rental program.
5. **Rental Maximums:** The Property can be rented for a maximum of 180 days in any calendar year based on the records maintained by Key.

OFFERING THE PROPERTY FOR RENT

6. **Offering the Property for Short-Term Rental:** When an Owner-Resident wishes to rent out her or his Property for short-term rental, she/he shall indicate such intention and the days she/he wishes to rent the Property using the Key App. Key, on behalf of Owner, then will list the Owner-Resident Property on public rental platforms which may include Airbnb, VRBO, Expedia and Booking.com.
7. **Two Night Minimum:** The minimum period of each short-term rental must be at least two nights in length.
8. **Availability of The Property:** The Property must be clean, vacant and available for guest entry by 4:00pm on the night of the guest arrival. The Property will be available for the Owner-Resident to re-enter their Property at 4:00pm on the day of guest departure.
9. **No Guarantee of Rental:** Neither Owner nor Key provides any guarantee that the Property will be rented as requested by the Owner-Resident.
10. **Pricing:** Key, on behalf of Owner, shall set the price at which the Property will be rented and shall have the exclusive right to adjust the price prior to the rental. In addition to inspection of the Property and discussions with the Owner-Resident, Key, on behalf of Owner, shall collect information on the prices received for short-term rental by Property size in the building and the area by Property size, season of the year and by special event period. Owner will use this information to set a rental price for the time period that the Owner-Resident wishes to rent their Property. Key, on behalf of Owner, will also employ revenue management techniques to maximize the rental income potential of the Property.
11. **Collection and Distribution of Revenue, Taxes and Fees:** Key, on behalf of Owner, shall be responsible for the collection and distribution of all revenue, taxes and fees associated with the short-term rental.

12. **Profit Sharing:** The "Profit" of the rental of the Property will be shared 70% to the Owner-Resident and 30% to Owner. The "Profit" shall equal the rental revenue received by Owner, less cleaning fees, applicable taxes, credit card fees, storage fees and portal fees, all as further described in the Key App.
All funds accrued to the Owner-Resident will be deposited into the Owner-Resident's bank account within five (5) Business Days following the rental period.
13. **No Cancellation after Rental:** The Owner-Resident can cancel her/his intention to rent out the Property before the Property has been reserved. However, once a guest has reserved the Property, the Owner-Resident's decision to rent out the Property is irrevocable.

THE PRE AND POST RENTAL PERIOD

14. **Cleanliness of the Property:** Key shall have the right to inspect the Property prior to and following any rental thereof. The Owner-Resident warrants that the Property will be clean and will comply with requirements of a checklist of Property conditions contained in the Key App prior to the rental period. The Owner-Resident can choose to have the Property professionally cleaned for a fee. If, in the opinion of Key, the Property does not meet the level of cleanliness or other requirements of the checklist, Owner and/or Key may refuse the rental of the Property and the Owner-Resident will be charged any related fees and cancellation charges.
15. **Bed Linens and Towels:** Prior to the rental, the Owner-Resident will ensure that there will be clean bed linens and towels to be used by the guests for the duration of their stay.
16. **Storage of Valuables:** At the Owner-Resident's option, Key, on behalf of Owner will provide a box for the storage of valuables that the Owner-Resident would prefer not to be in the Property during the rental period. Key, on behalf of Owner will store this box in a secure location for the duration of the rental.
17. **Post-Rental Cleaning:** Key, on behalf of Owner will ensure that the Property is professionally cleaned after the guests have departed. This cleaning will take place before 4:00pm on the day of the guest's departure.
18. **Reporting of Damage:** Following the short-term rental, Owner-Residents should inspect their Property for damage and promptly report any damage, beyond normal wear and tear, to Key within 24 hours of guest departure. Key will oversee the coordination with the rental portals and insurance providers in order to seek compensation to the Owner-Resident for any such damage. Key, on behalf of the Owner, will use all commercially reasonable efforts to obtain such compensation, but neither will be responsible or liable to the Owner-Resident for any such damage or compensation.

Schedule D

DISPUTE RESOLUTION

This dispute resolution process is concerned with this Key Owner-Resident Agreement. Disputes or disagreements with operations of the Condominium Corporation should be discussed directly with the Condominium Corporation's Property Manager.

1. Informal Process

In the event of a dispute or disagreement between the parties to this Agreement with respect to the interpretation of this Agreement, or the fulfilment or non-fulfilment or alleged breach of the obligations of any party under this Agreement, the parties discuss the problem and negotiate in good faith with the intent of avoiding the necessity of any formal proceedings. All terms decided upon should be reduced to writing in a form agreeable to all parties. No formal proceedings for the resolution of such dispute may be commenced until a party concludes in good faith that resolution through continued discussion and negotiation of the matter in issue does not appear likely.

If the dispute or disagreement between the parties cannot be resolved within twenty-eight (28) days of the initiation of a discussion by either party, upon 14 days' written notice given by any party to the other parties, the parties shall jointly appoint a mediator to assist in the settlement of such dispute. If the parties cannot agree on the mediator in the time frame stipulated by this section, any party may request a provincial court of competent jurisdiction ("**Court**") appoint the mediator. The costs of the mediator shall be shared equally by the parties. If the parties are unable to resolve such dispute within sixty (60) days of the date of such mediator's appointment, any party may at any time after such sixty (60) day period give written notice to the other party of its desire to submit such dispute to arbitration as outlined under Section 2.

2. Formal Process

Any dispute that has not been resolved informally pursuant to Section 1 shall be submitted to arbitration by a party by a written notice (the "**Arbitration Notice**") to the other party. The date of delivery of the Arbitration Notice shall be the "Notice Date". Subject to the provisions hereinafter set forth, the arbitration will be conducted and determined in accordance with the rules of the International Commercial Arbitration Act in the Property's jurisdiction, as amended from time to time. The procedure mandated by the International Commercial Arbitration Act shall be modified as follows:

- (a) The arbitration will be conducted at a location determined by the parties by a single arbitrator with suitable expertise to be agreed upon by the parties within fourteen (14) calendar days of the Notice Date. If the parties cannot agree on the arbitrator in the time frame stipulated by this section, any party may request the Court to appoint the arbitrator;
- (b) The arbitrator may, for the purpose of encouraging settlement of the dispute, with the consent of the parties, use mediation, conciliation or other procedures at any time during the arbitration proceedings and in so doing will not be disqualified from resuming the role as arbitrator;
- (c) The procedural rules the arbitrator wishes to establish, for the arbitration shall be determined by the arbitrator within fourteen (14) days of the appointment of the arbitrator. The arbitrator shall commence the arbitration hearing within twenty-eight (28) days of the appointment of the

arbitrator and the arbitration shall be completed within forty-two (42) days of the date that it is commenced. The arbitrator shall render a decision within fourteen (14) days after the arbitration is completed and such decision shall be final and binding on the parties and neither party shall appeal the decision on any basis to any court;

- (d) Upon failure, refusal or inability of the arbitrator to act, a successor shall be appointed in the same manner as the original appointment;
- (e) The arbitrator shall render the decision in writing with counterpart copies to the parties. The arbitrator shall have no right to modify the provisions of this Agreement; and,
- (f) The costs of the arbitration, including the fees and expenses of counsel, expert and witness fees, and costs of the arbitrator shall be at the discretion of the arbitrator, who shall have the power to make any award which is just in the circumstances.

3. Performance Notwithstanding Dispute

During the continuation of such period of any mediation or arbitration with respect to a bona fide dispute, no default shall be deemed to have occurred in the performance of any covenant, obligation, or agreement under this Agreement, which is the subject matter of such mediation or arbitration.

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