

Properties

PIN 11081 - 0181 LT
Description UNIT 14, LEVEL 12, YORK CONDOMINIUM PLAN NO. 81, BLK C & PT BLKS D & E
 PLAN 8778 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B326251
 SCARBOROUGH, CITY OF TORONTO
Address 1214 APARTMENT
 2 GLAMORGAN AVENUE
 SCARBOROUGH

PIN 11081 - 0182 LT
Description UNIT 15, LEVEL 12, YORK CONDOMINIUM PLAN NO. 81, BLK C & PT BLKS D & E
 PLAN 8778 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B326251
 SCARBOROUGH, CITY OF TORONTO
Address 1215 SUITE
 2 GLAMORGAN AVENUE
 SCARBOROUGH

PIN 11081 - 0183 LT
Description UNIT 16, LEVEL 12, YORK CONDOMINIUM PLAN NO. 81, BLK C & PT BLKS D & E
 PLAN 8778 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B326251
 SCARBOROUGH, CITY OF TORONTO
Address 1216 APARTMENT
 2 GLAMORGAN AVENUE
 SCARBOROUGH

Applicant(s)

Name YORK CONDOMINIUM CORPORATION NO. 81
Address for Service c/o Management Office
 2 Glamorgan Avenue
 Scarborough, ON M1P 2M8

York Condominium Corporation No. 81 hereby certifies that by-law number 12 attached hereto See Schedules is a true copy of the by-law. The by-law was made in accordance with the Condominium Act. The owners of a majority of the units of the corporation have voted in favour of confirming the by-law.

I, Regan Pestl, President and Richard Valdez, Vice-President, have the authority to bind the corporation.

Signed By

Amandeep Kaur Dhariwal 333 Bay Street, Suite 2900, Bay acting for Signed 2013 06 25
 Adelaide Centre
 Toronto Applicant(s)
 M5H 2T4

Tel 416-360-6336
 Fax 416-360-8425

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

HEENAN BLAIKIE LLP 333 Bay Street, Suite 2900, Bay 2013 06 25
 Adelaide Centre
 Toronto
 M5H 2T4

Tel 416-360-6336
 Fax 416-360-8425

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

CERTIFICATE IN RESPECT OF A BY-LAW

(Under subsection 56(9) of the *Condominium Act, 1998*)

YORK CONDOMINIUM CORPORATION NO. 81 (the "Corporation") certifies that:

1. The copy of By-law No. 12, attached, is a true copy of the By-law.
2. The By-law was made in accordance with the *Condominium Act, 1998*.
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the By-law.

DATED this 19 day of June, 2013.

YORK CONDOMINIUM CORPORATION
NO. 81

Per: [Signature]

Print Name: Regan Pestl

Print Title: President

Per: [Signature]

Print Name: RICHARD VALDEZ

Print Title: Vice President

I/We have the authority to bind the
Corporation

BY-LAW NO. 12

YORK CONDOMINIUM CORPORATION NO. 81

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BY-LAW NO. 12

YORK CONDOMINIUM CORPORATION NO. 81

A By-law to establish procedures with respect to the mediation and arbitration of disputes described in Sections 125 and 132 of the *Condominium Act, 1998* ("Disputes") and any amended or successor legislation (the "Act").

By-law No. 9 of the Corporation is hereby repealed.

RECITALS:

- (a) The Act intends that all Parties described in Sections 125 and 132 resolve Disputes which may arise between them through mediation and arbitration;
- (b) It is within the power of the Corporation, and it is encouraged by the Act, to enact a By-law to establish the procedures for mediation and arbitration of Disputes;
- (c) The Corporation intends that procedures in this By-law be deemed incorporated into the agreements and documents described in Sections 125 and 132 of the Act and that these procedures be employed for all Disputes.

ARTICLE 1 – GENERAL

1.1 Disputes

Disputes relating to the breach, termination, existence, validity, performance, interpretation or enforceability of any of the agreements listed in Section 132(2) of the Act or Disputes contemplated in Section 125 of the Act, other than those which must be resolved in the Courts or those which may be resolved in the Courts unless the Parties agree to submit their dispute to mediation and arbitration, shall be addressed and resolved in accordance with the provisions of this By-law.

1.2 Definitions

- (a) Deliver – means serving, giving to or delivering any notice or document to a Party pursuant to Article 1.3(a) of this By-law.
- (b) Party – means any person or corporate entity named as a Party in relation to a dispute in a notice of mediation or notice of arbitration. For the purposes of paying costs and for delivery/service of documents pursuant to this By-law, co-owners who have not given the Corporation notice of separate addresses for service shall be deemed to be one Party.
- (c) Recipient – means the person to whom a notice or document has been Delivered in accordance with this By-law.

1.3 Delivery/Service of Documents

- (a) All notices and documents required to be Delivered or provided to the Corporation shall be Delivered in accordance with subsection 46(2)(c) of the Act; to an owner in accordance with subsection 47(7) of the Act; to a mortgagee in accordance with subsection 47(8) of the Act; and to all other Parties either:
 - (i) personally;

- (ii) by pre-paid mail;
 - (iii) by pre-paid registered post;
 - (iv) by facsimile transmission; or
 - (v) electronic mail or any other method of electronic communication if the Party agrees in writing that the Party giving the notice or document may give the notice or document in this manner.
- (b) If a Party is represented by an agent or solicitor, any document to be Delivered to that Party may be Delivered to that Party's agent or solicitor in accordance with Article 1.3(a).
- (c) Notices and documents will be deemed to have been received the day of personal delivery, facsimile transmission or electronic communication and for Delivery by pre-paid mail and registered post, two days after posting or registration thereof.

1.4 Confidentiality; Without Prejudice

Settlement efforts and statements made by the Parties during negotiation, mediation and/or arbitration shall, in all respects, be kept confidential and shall be strictly without prejudice.

ARTICLE 2 - NEGOTIATION

The Corporation and owners shall use their best efforts to resolve any disputes which may arise between them, through good faith negotiations (subject to compliance with the provisions of the Act, declaration, By-laws and rules) and shall resort to mediation, arbitration or legal proceedings only after attempts fail to clarify, resolve and minimize the scope of any issues in dispute.

ARTICLE 3 - MEDIATION

3.1 Notice of Mediation and Selection of Mediator

- (a) A notice of mediation may be Delivered by any Party to the other Party or Parties and shall include:
- (i) a statement that the Party has made a good faith effort to reach a settlement in accordance with Article 2;
 - (ii) the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference;
 - (iii) a statement of any facts agreed by all Parties, if any; and
 - (iv) a written statement of the Party's position.
- (b) Within five days after receipt of a notice of mediation the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference and each Recipient shall include a written statement of the Recipient's position.

- (c) For purposes of Section 132 of the Act, a Dispute will be deemed to be submitted to mediation by the Parties on the day the Recipient or Recipients each Delivers to the other Party or Parties the names of two qualified individuals to act as mediator.
- (d) The Parties shall unanimously appoint, from the names submitted, a mediator who shall be a qualified and experienced mediator.
- (e) If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten days after the date the notice of mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the notice of mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.
- (f) The Party who Delivered the notice of mediation, must notify the mediator of his or her appointment, within three business days of such appointment and shall provide the mediator with a copy of this By-law.
- (g) If a Party fails to submit names in accordance with Article 3.1(b), the mediation will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

3.2 Role of Mediator

- (a) The mediator's role is to assist the Parties in resolving the Dispute in accordance with the procedures set out in this By-law. The mediator will not make decisions for the Parties about how the matter should or must be resolved.
- (b) If the mediator selected by the Parties is a qualified lawyer, he/she will not provide legal representation or legal advice to either Party.
- (c) The mediator has no duty to assert or protect the legal rights of any Party, to raise any issue not raised by the Parties themselves, or to determine who should participate in the mediation.
- (d) In the event that the Parties are unable, with the assistance of the mediator, to settle the Dispute, the mediator shall Deliver a notice to the Parties that the mediation has failed.

3.3 Location and Time of Mediation

The time and place of the mediation shall be determined by the mediator in consultation with the Parties and the mediator will promptly advise the Parties of the location and time of the mediation and the estimated cost of the mediation.

3.4 Mediation Brief

Each Party shall submit to the mediator and all other Parties, at least five days before the mediation date, a written mediation brief of not more than ten pages, single spaced on 8½" by 11" paper, setting out the relevant facts and the Party's positions concerning the matters in the Dispute.

3.5 Fees and Expenses

- (a) Each Party shall Deliver to the mediator, with its mediation brief, no later than 24 hours before the commencement of the mediation, a certified cheque payable to the mediator for such Party's proportionate share, based on the number of parties to the mediation, of the mediator's anticipated fees and expenses of the mediation.
- (b) Fees and expenses of the mediation shall be borne as specified in a settlement, if a settlement is obtained. If no settlement is obtained, the mediator's fees and expenses shall be borne as specified in the mediator's notice stating that the mediation has failed.
- (c) If a Party fails to Deliver to the mediator a certified cheque in accordance with Article 3.5(a), the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed and which Party or Parties failed to Deliver to the mediator a certified cheque in accordance with Article 3.5(a).
- (d) A Party who has failed to Deliver to the mediator a certified cheque in accordance with Article 3.5(a) may not Deliver a notice of arbitration unless that Party has withdrawn from the mediation in accordance with Article 3.7(a).
- (e) If a Party who has Delivered to the mediator a certified cheque in accordance with Article 3.5(a) when a Party has not complied with Article 3.5(a), and the mediator deducts an amount for fees from the certified cheque provided in accordance with Article 3.5(a), the Party who has complied with Article 3.5(a) may add amounts paid to the mediator to the Dispute.

3.6 Authority to Settle and Legal Representation

- (a) The Parties or representatives of the Parties with full unqualified authority to settle the Dispute shall attend the mediation in person.
- (b) The Parties are entitled to seek legal representation or advice prior to or during the mediation and may have lawyers present at the mediation who shall be permitted to fully participate in all aspects of the mediation.

3.7 Withdrawal from Mediation

- (a) After the commencement of the mediation any Party and/or the mediator may withdraw from the mediation.
- (b) If a Party or the mediator has withdrawn from the mediation in accordance with Article 3.7(a), the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed.

3.8 Termination of Mediation

The mediation shall end on the earlier of:

- (a) the date that the Parties enter into a binding settlement agreement with respect to all or a part of the matters in Dispute;

- (b) the date the mediator issues a notice stating that the mediation has failed;
- (c) the date that any Party or the mediator withdraws from the mediation, in accordance with Article 3.7(a); and
- (d) 60 days after the Parties submitted their Dispute to mediation if in that time they failed to select a mediator.

ARTICLE 4 - ARBITRATION

4.1 Application

If all or part of the matters in a Dispute are not resolved or settled through the procedures provided under Article 2 and Article 3, the remaining matters of the Dispute shall be determined by final and binding arbitration conducted by a single arbitrator in accordance with the procedures provided in this Article 4. Except as otherwise provided in this Article 4, the arbitration of the Dispute, including its procedures, decision and enforcement, shall be in accordance with the *Arbitration Act, 1991* (Ontario) and any amended or successor legislation and the other applicable laws of the Province of Ontario regarding arbitration and the enforcement of arbitral awards (collectively, the "*Arbitration Act*") and any applicable federal laws of Canada.

4.2 Notice of Arbitration

- (a) Any Party, subject to Article 3.5(c) may initiate the arbitration by Delivering a written notice of arbitration:
 - (i) 60 days after the Parties submitted their Dispute to mediation if the Parties failed to select a mediator; or
 - (ii) thirty (30) days after the mediator selected Delivers a notice stating that the mediation has failed.
- (b) The Notice of Arbitration shall include:
 - (i) a brief description of the issues to be arbitrated;
 - (ii) the names of the Parties involved in the dispute;
 - (iii) a statement indicating the date that mediation was terminated in accordance with Article 3.8 hereof; and
 - (iv) the names of two (2) qualified individuals to act as arbitrator, who have indicated a willingness to act as arbitrator, ranked in order of preference.

4.3 The Arbitrator

- (a) The arbitrator shall be either:
 - (i) a member of the Arbitration and Mediation Institute of Ontario; or
 - (ii) a Canadian former judge who carries on business as a professional arbitrator and who is based in Ontario.
- (b) The arbitrator shall be impartial and independent of the Parties to the Dispute and shall, if requested, confirm to the Parties that he/she has no

current or past relationship of any kind with any of the Parties that might give rise to justifiable doubts as to his or her impartiality.

- (c) Within five days of receipt of a notice of arbitration the Recipients shall each Deliver to the other Party or Parties the names of two qualified individuals to act as the arbitrator, who have indicated a willingness to act as arbitrator, ranked in order of preference. Such Recipients shall include a brief description of any additional or further issues to be arbitrated.
- (d) The Parties shall unanimously appoint, within ten days of Delivery of the notice of arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.
- (e) If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten days after the date the notice of arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the notice of arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.
- (f) If a Party fails to submit names in accordance with this Article 4.3, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Article 4.3.

4.4 Location and Time of Arbitration

The place and time of the arbitration shall be determined by the arbitrator in consultation with the Parties and the arbitrator will promptly advise the Parties of the location, time for commencement, schedule for and estimated cost of the arbitration.

4.5 Arbitration Brief

Within ten days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavourable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.

4.6 Fees and Expenses

- (a) Each Party shall Deliver to the arbitrator, with their arbitration brief, or no later than 24 hours before the commencement of the arbitration, a certified cheque payable to the arbitrator for such Party's pro rata share of the arbitrator's anticipated fees and expenses of the arbitration.

- (b) The fees and expenses of the arbitration shall be borne as specified in the arbitrator's award subject to Article 4.12(b).
- (c) If a Party fails to Deliver to the arbitrator a certified cheque in accordance with Article 4.6(a), the arbitrator may continue the arbitration and make an award on the evidence before him/her except that the arbitrator may not take into account any documents, briefs or evidence provided by the Party who failed to pay fees in accordance with Article 4.6(a).
- (d) If the Party who fails to Deliver a certified cheque to the arbitrator in accordance with Article 4.6(a) is the Party who commenced the arbitration, the arbitrator may make an award dismissing the claim.

4.7 Additional Parties

Upon reviewing the notice of arbitration and arbitration briefs, the Arbitrator may make a request of the Parties that another Party or Parties be joined in the arbitration. Any other Party or Parties may only be joined with that Party's consent and the consent of the original Parties to the Dispute.

4.8 Hearing

The arbitration shall be an oral hearing, conducted in the English language, unless the Parties and the arbitrator agree otherwise, and shall consist of examination in chief and cross examination of witnesses under oath, and oral arguments to be presided over by the arbitrator. Except for the statutory declaration provided pursuant to Article 4.5(c), there shall be no oral or documentary discovery under oath. To reduce the expense of the arbitration process no formal transcribing or recording of evidence shall be undertaken unless all Parties to the Dispute agree, and also agree to the payment of all costs and expenses associated therewith. Any of the Parties and/or the arbitrator may have a tape recorder present to assist in confirming what evidence has been submitted and to monitor the general conduct of the proceedings.

4.9 Representation

The Parties are entitled to be represented and assisted by legal counsel in connection with all aspects of the arbitration and any Party's legal counsel shall be permitted to attend and fully participate in all aspects of the arbitration.

4.10 Duration of Arbitration

The hearing shall begin not more than 30 days after the arbitration notice is Delivered and shall be conducted over no more than five consecutive business days whereby:

- (a) each Party shall be given a maximum of two full business days to present his or her case to the arbitrator;
- (b) the arbitrator shall have the discretion to regulate, among other things, the length of a Party's cross examination of the other Party's witnesses to ensure the fair and equal treatment of all Parties with regard to the time limits of the hearing; and
- (c) on the fifth business day of the hearing or earlier, each Party shall be given the opportunity to present oral and written arguments to the arbitrator.

4.11 Powers of the Arbitrator

- (a) Subject to Article 4.11(b), the arbitrator shall have the discretion to determine all procedural matters, including but not limited to those relating to evidence, witnesses, documents and interpreters, and may require the Parties to attend at a preliminary meeting, which may be held by teleconference, to discuss and determine any procedural matters that, in the discretion of the arbitrator, should be determined prior to the commencement of the arbitration hearing.
- (b) The arbitrator may make whatever award he/she considers just having regard to the Dispute, the interest of the Parties, the Act, the regulations, the agreement, the declaration, the By-laws and the rules and may do one or more of the following:
 - (i) order an amendment to any document in Dispute between the Parties, said amendment to be effective as between the Parties to the arbitration;
 - (ii) order a Party to do something;
 - (iii) order a Party to refrain from doing something;
 - (iv) order a Party to pay money as damages, compensation or reimbursement; and
 - (v) any other order as may be permitted by the *Arbitration Act*.

4.12 The Arbitrator's Award

- (a) The arbitrator shall be required to make an award, in writing, signed by the arbitrator, within thirty (30) days after the conclusion of the hearing and a copy of the award is to be Delivered to the Parties in accordance with this By-law.
- (b) The award of the arbitrator shall be final and binding. The arbitrator shall include reasons for the award.
- (c) The arbitrator's award may include an order for costs, specifying the Party or Parties entitled to costs, the Party or Parties who must pay the costs, the amount of the costs and the manner of payment. If the arbitrator does not make an order respecting costs, a Party may, within 20 days after being notified of the award, apply to the arbitrator for an order respecting costs. If no application is made to the arbitrator within the said time frame for an order respecting costs or, if following any such application the arbitrator does not make an order respecting costs, then subject to any agreement to the contrary, the Parties must bear their own costs of the fees and disbursements of the arbitrator in equal shares.
- (d) An arbitrator's award and/or order for costs may be filed in the Superior Court of Justice and, on being filed, will have the same effect as if it was an order of the Superior Court of Justice. Once filed, proceedings may be taken on both the award and/or the order for costs.

4.13 Defence to Action

Other than an action to enforce the award of the arbitrator, the provisions of this By-law represent a complete defence to any suit, action or other proceeding instituted in any Court or before any administrative tribunal with respect to any Dispute. Nothing in this By-law prevents the Parties from exercising any other rights they may have pursuant to the Act, the regulations, the agreements described in Section 132(2) of the Act, the declaration, the By-laws or the rules.

ARTICLE 5 - MISCELLANEOUS

5.1 Severability

Each of the provisions of this By-law shall be deemed to be independent and severable. The invalidity of any part of this By-law shall not impair or affect in any manner the validity and enforceability or effect of the balance of this By-law.

5.2 Waiver

No restriction, condition, obligation or provision contained in this By-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches of this By-law which may occur.

ARTICLE 6 - FORMS

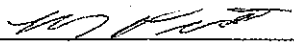
6.1 Forms

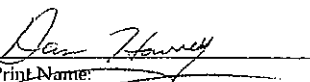
Precedent forms are attached to this By-law as Schedule "A" through Schedule "D". These forms may be used by any Party for purposes of the procedures contained in this Mediation and Arbitration By-law. These forms need not be used and may be altered, if required, to meet the circumstances of a specific situation. The forms attached include:

- (a) Schedule "A" Notice of Mediation;
- (b) Schedule "B" Response to Notice of Mediation;
- (c) Schedule "C" Notice of Arbitration; and
- (d) Schedule "D" Response to Notice of Arbitration.

WITNESS the corporate seal of the Corporation on [date].

YORK CONDOMINIUM CORPORATION
NO. 81

Per: 
Print Name:
Title:

Per: 
Print Name:
Title:

I/We have the authority to bind the
Corporation

SCHEDULE A
NOTICE OF MEDIATION

DATE: [insert date]

TO: [include address, telephone, fax number, and e-mail address, if known]

FROM: [include address, telephone, fax number, and e-mail address, if known]

1. I/We, [insert name of party giving notice] have made a good faith effort to reach a settlement of the dispute through negotiation.
2. Proposed Mediators (include name and contact information):
 1. _____
 2. _____
3. Statement of Facts Agreed by All Parties, if any:
4. Statement of Position:
5. Documents:
(If you are relying on any documents then a summary of each document must be set out below or on an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY CONTENTS

(Signature)

Each Recipient of this Notice of Mediation shall Deliver to the other Party or Parties the names of two (2) qualified individuals to act as Mediator, who have indicated a willingness to act as Mediator, ranked in order of preference and each Recipient shall include a written statement of his/her/his position.

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who Delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this By-law.

If a Party fails to submit names in accordance with Article 3.1(b), the Mediation will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

SCHEDULE B

RESPONSE TO NOTICE OF MEDIATION

DATE: [insert date]

TO: [include address, telephone, fax number, and e-mail address, if known]

FROM: [include address, telephone, fax number, and e-mail address, if known]

1. Proposed Mediators (include name and contact information):

1. _____

2. _____

Note: You may propose a mediator who has been proposed by another Party.

2. Statement of Position:

3. Documents:

(If you are relying on any documents then a summary of each document must be set out below or on an attached schedule. Each summary must include the date of the document's creation, its author and a brief summary of its contents.)

DOCUMENTS		
DATE	AUTHOR	BRIEF SUMMARY CONTENTS

(Signature)

If the Parties are unable to reach unanimous agreement on the selection of a mediator within ten (10) days after the date the Notice of Mediation is Delivered, the mediator shall be selected at random by draw by the Party who Delivered the Notice of Mediation and in the presence of the other Parties from among the names of the mediators submitted by the Parties.

The Party who Delivered the Notice of Mediation, must notify the mediator of his or her appointment, within three (3) business days of such appointment and shall provide the mediator with a copy of this By-law.

If a Party fails to submit names in accordance with Article 3.2, the Mediation will be deemed to have failed and the mediator selected by the other Party or Parties shall Deliver to all the Parties a Notice stating that the mediation has failed and the notice may specify how the mediator's fees and expenses are to be borne by the Parties.

SCHEDULE C

NOTICE OF ARBITRATION

DATE: [insert date]

TO: [include address, telephone, fax number, and e-mail address, if known]

FROM: [include address, telephone, fax number, and e-mail address, if known]

1. This matter is proceeding to arbitration because: (place an "X" in the appropriate response)

() sixty (60) days have passed from the date of the Notice of Mediation, a copy of which is attached hereto and the Parties have not selected a mediator; or

() thirty (30) days have passed from the delivery of the mediator's notice indicating that the mediation has failed. A copy of the mediator's notice is attached hereto.

2. Proposed Arbitrators (include name and contact information):

1. _____

2. _____

(Signature)

The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included to the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavourable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.

SCHEDULE D

RESPONSE TO NOTICE OF ARBITRATION

DATE: [insert date]

TO: [include address, telephone, fax number, and e-mail address, if known]

FROM: [include address, telephone, fax number, and e-mail address, if known]

1. Proposed Arbitrators (include name and contact information):

1. _____

2. _____

Note: You may propose an arbitrator who has been proposed by another Party.

(Signature)

The Parties shall unanimously appoint, within ten (10) days of Delivery of the Notice of Arbitration, an arbitrator from the names submitted. The arbitrator shall be qualified and experienced to act as an arbitrator.

If the Parties are unable to reach unanimous agreement on the selection of an arbitrator within ten (10) days after the date the Notice of Arbitration is Delivered, the arbitrator shall be selected at random by draw by the Party who Delivered the Notice of Arbitration and in the presence of the other Parties from among the names of the arbitrators submitted by the Parties.

If a Party fails to submit names in accordance with this Section, such Party shall be deemed to accept as the arbitrator, the person selected, by the other Party or Parties, in accordance with this Section.

Within ten (10) days after the date of the appointment of the arbitrator each Party shall Deliver to the arbitrator and to the other Party or Parties a written arbitration brief which shall set forth each Party's position concerning the matters in dispute and shall include:

- (a) a statement of fact and law;
- (b) copies of all relevant documents that are in that Party's possession or within the Party's control;
- (c) a statutory declaration of the Party presenting the brief declaring that the documents included in the brief are all the documents relevant to the Dispute that are in that Party's possession or control, including those documents that are or might be unfavourable to that Party's position in the arbitration; and
- (d) a statement of the relief sought.