Province of Ontario

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AT 1447607

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

2007 -05- 16

11:10

(1) Registry ☐ Land Titles ☒ (2)

(3) Property Identifier(s) Block Property
12737-0001 (LT) to 12737-0897 (LT) (inclusive)
Additional: See Schedule ☒

(4) Nature of Document
Condominium By-Law No. 6 (under Section 56(9) of the Condominium Act, 1998)

(5) Consideration
Dollars $

(6) Description
All the Units and Common Elements of Toronto Standard Condominium Plan No. 1737 and it's appurtenant common interest
City of Toronto
Land Titles Division of Toronto (No. 66)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

See Schedule for Condominium By-law

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737 (Applicant)	**Per:**	**2007**	**05**	**15**
By its solicitors Miller Thomson LLP	**Denise Lash**			

(11) Address for Service **c/o Miller Thomson LLP, Barristers and Solicitors, 5800 - 40 King Street West, Toronto, Ontario M5H 3S1**

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D

(13) Address for Service

(14) Municipal Address of Property

18 Mondeo Drive
Toronto, ON M1P 5C8

(15) Document Prepared by:

Denise Lash
Miller Thomson LLP
Barristers and Solicitors
5800 - 40 King Street West
Toronto, Ontario
M5H 3S1

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Fees and Tax	
Registration Fee	
Total	

Document prepared using *The Conveyancer*

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CERTIFICATE IN RESPECT OF A BY-LAW

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737 (known as the "Corporation") certifies that:

1. The Copy of By-law No. 6, attached as Schedule "A", 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 11th day of May, 2007.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: _____

Name: Michael Platt

Print Name & Title: President

Per: _____

Name: CATHY GIGLIO

Print Name & Title: SECRETARY

I/We have the authority to bind the corporation

N:\r-estate\CondoGroup\TSCC 1737 82570.0001\Certificate 6.doc

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BY-LAW NO. 6
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

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*").

WHEREAS:

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 procedure 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 this procedure be employed for all Disputes, governed by these sections and any amended or successor legislation.

ARTICLE 1 – GENERAL

DISPUTES

1.1 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 arising in connection with the documents referred to 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.

DEFINITIONS

1.2 (a) **Deliver** – means serving, giving to or delivering any Notice or Document to a Party pursuant to Article 1.3 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 Dispute, 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.

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DELIVERY/SERVICE OF DOCUMENTS

1.3 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:

(a) personally;

(b) by pre-paid mail to that Party's last known address;

(c) by pre-paid registered post;

(d) by facsimile transmission; or

(e) 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.

1.4 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.

1.5 Notices and documents will be deemed to have been received the day of hand Delivery, facsimile transmission or electronic communication and for Delivery by pre-paid mail and registered post, forty-eight (48) hours after posting or registration thereof.

CONFIDENTIALITY

1.6 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

2.1 Any Party may Deliver a written Notice of Dispute to any other Party, which shall include:

(a) an outline of the nature of the Dispute; and

(b) the names of the Parties involved in the Dispute.

The Parties who have received and are named in the Notice of Dispute shall meet for the purpose of trying to resolve the Dispute as soon as possible after receiving a Notice of Dispute, as many times as the Parties reasonably deem necessary, in order to gather and furnish to the other Party or Parties all information with respect to the matters in issue which the Parties believe will assist with its resolution. The specific format for such discussions shall be left to the Parties and may include the preparation of an agreed upon statement of facts or written statements of position furnished to the other Party or Parties.

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ARTICLE 3 - MEDIATION

NOTICE OF MEDIATION AND SELECTION OF MEDIATOR

3.1 Notwithstanding that the Parties may still be in negotiations pursuant to Article 2, a Notice of Mediation may be Delivered by any Party to the other Party or Parties on or after the tenth (10th) day after the Notice of Dispute has been Delivered and must be Delivered no later thirty (30) days after Delivery of the Notice of Dispute, and shall include:

(a) a statement that the Party has made a good faith effort to reach a settlement in accordance with Article 2;

(b) the names of two qualified individuals to act as mediator, who have indicated a willingness to act as mediator, ranked in order of preference;

(c) a statement of any facts agreed by all Parties, if any; and

(d) a written statement of the Party's position.

3.2 Within five (5) days of 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 his/her/its position.

3.3 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

3.4 The Parties shall unanimously appoint, from the names submitted, a mediator who shall be a qualified and experienced mediator.

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3.5 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.

3.6 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.

3.7 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.

ROLE OF MEDIATOR

3.8 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.

3.9 If the mediator selected by the Parties is a qualified lawyer, he/she will not provide legal representation or legal advice to either Party.

3.10 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.

LOCATION, TIME AND PLACE OF HEARING

3.11 The place of 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.

MEDIATION BRIEF

3.12 Each Party shall submit to the mediator and all other Parties, at least five (5) days before the hearing date, a written mediation brief of not more than ten (10) pages, single spaced on 8½" by 11" paper, setting out the relevant facts and the Party's positions concerning the matters in the Dispute.

FEES AND EXPENSES

3.13 Each Party shall Deliver to the mediator, with its mediation brief, or no later than twenty-four (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,

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3.14 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 notice stating that the mediation has failed.

3.15 If a Party fails to Deliver to the mediator a certified cheque in accordance with Article 3.13, 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 3.13.

3.16 A Party who has failed to Deliver to the mediator a certified cheque in accordance with Article 3.13 may not Deliver a Notice of Arbitration unless that Party has withdrawn from the mediation in accordance with Article 3.20.

3.17 If a Party who has Delivered to the mediator a certified cheque in accordance with Article 3.13 when a Party has not complied with Article 3.13, and the mediator deducts an amount for fees from the certified cheque provided in accordance with Article 3.13, the Party who has complied with Article 3.13 may add amounts paid to the mediator to the Dispute.

AUTHORITY TO SETTLE AND LEGAL REPRESENTATION

3.18 The Parties or representatives of the Parties with full authority to settle the Dispute shall attend the mediation in person.

3.19 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.

WITHDRAWAL FROM MEDIATION

3.20 Any Party and/or the mediator may withdraw from mediation at any time by giving written notice to the other Party or Parties at least twenty-four (24) hours prior to the scheduled commencement of the mediation hearing.

3.21 If a Party or the mediator has withdrawn from mediation in accordance with Article 3.20, the mediation will be deemed to have failed and the mediator will issue a notice stating that the mediation has failed.

TERMINATION OF MEDIATION

3.22 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 3.20; and

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(d) sixty (60) days after the Parties submitted their Dispute to mediation if in that time they failed to select a mediator.

ARTICLE 4 – ARBITRATION

APPLICATION

4.1 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. Except as otherwise provided in this Article, 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.

NOTICE OF ARBITRATION

4.2 Any Party, subject to Article 3.15 may initiate the arbitration by Delivering a written Notice of Arbitration:

(a) sixty (60) days after the Parties submitted their Dispute to mediation if the Parties failed to select a mediator, or if a Party withdrew from the mediation in accordance Article 3.20; or

(b) thirty (30) days after the mediator selected under Articles 3.1 to 3.7 Delivers a notice stating that the mediation has failed.

4.3 The Notice of Arbitration shall include:

(a) an outline of the issues to be arbitrated;

(b) the names of the Parties involved in the dispute;

(c) a statement indicating the date that mediation was terminated under Article 3 hereof; and

(d) the names of at least two (2) persons who the Party has selected to act as arbitrator ranked in order of preference.

THE ARBITRATOR

4.4 The arbitrator shall be either:

(a) a panel member of the Condominium Dispute Resolution Centre;

(b) a member of the Arbitration and Mediation Institute of Ontario; or

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(c) a Canadian former Judge who carries on business as a professional arbitrator and who is based in Ontario.

4.5 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.

4.6 Within five (5) 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 written statement of position.

4.7 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.

4.8 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.

4.9 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.

LOCATION, TIME AND PLACE OF ARBITRATION

4.10 The place of 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.

ARBITRATION BRIEF

4.11 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 unfavorable to that Party's position in the arbitration; and

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(d) a statement of the relief sought.

FEES AND EXPENSES

4.12 Each Party shall Deliver to the arbitrator, with their arbitration brief, or no later than twenty-four (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.

4.13 The fees and expenses of the arbitration shall be borne as specified in the arbitrator's award subject to Article 4.23.

4.14 If a Party fails to Deliver to the arbitrator a certified cheque in accordance with Article 4.12, 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 4.12.

4.15 If the Party who fails to Deliver a certified cheque to the arbitrator in accordance with Article 4.12 is the Party who commenced the arbitration, the arbitrator may make an award dismissing the claim.

ADDITIONAL PARTIES

4.16 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.

HEARING

4.17 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 4.11(c), there shall be no oral or documentary discovery under oath.

REPRESENTATION

4.18 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.

DURATION OF ARBITRATION

4.19 The hearing shall begin not more than thirty (30) days after the Arbitration Notice is Delivered and shall be conducted over no more than five (5) consecutive business days whereby:

(a) each Party shall be given a maximum of two (2) 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 (5th) business day of the hearing or earlier, each Party shall be given the opportunity to present oral and written arguments to the arbitrator.

POWERS OF THE ARBITRATOR

4.20 Subject to Article 4.21, 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.

4.21 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:

(a) order an amendment to any document in dispute between the Parties, said amendment to be effective as between the Parties to the arbitration;

(b) order a Party to do something;

(c) order a Party to refrain from doing something;

(d) order a Party to pay money as damages, compensation or reimbursement; and

(e) any other order as may be permitted by the Arbitration *Act*.

THE ARBITRATOR'S AWARD

4.22 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.

4.23 The award of the arbitrator shall be final and binding. The arbitrator shall include reasons for the award.

4.24 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 twenty (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 for an order respecting costs or, if following an 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.

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4.25 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.

DEFENCE TO ACTION

4.26 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 – FORMS

FORMS

5.1 Precedent forms are attached to this By-Law as Schedule "A" through Schedule "E". 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 Dispute;

(b) Schedule "B" Notice of Mediation;

(c) Schedule "C" Response to Notice of Mediation;

(d) Schedule "D" Notice of Arbitration; and

(e) Schedule "E" Response to Notice of Arbitration.

WITNESS the corporate seal of the Corporation this 11th day of May, 2007.

SIGNED, SEALED & DELIVERED
In the presence of:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 1737

Per: Michael Platt
Name: Michael Platt
Title: President.

Per: Cathy Giglio
Name: CATHY GIGLIO
Title: SECRETARY
We have the authority to bind the corporation

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SCHEDULE A

NOTICE OF DISPUTE

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. Statement of Dispute:

_____

(Signature)

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SCHEDULE B

NOTICE OF MEDIATION

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 OF 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 Mediator, ranked in order of preference and each Recipient shall include a written statement of his/her/its 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 3.2, 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

RESPONSE TO NOTICE OF MEDIATION

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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 OF 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 D

NOTICE OF ARBITRATION

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 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 unfavorable to that Party's position in the arbitration; and

(d) a statement of the relief sought.

SCHEDULE E

RESPONSE TO NOTICE OF ARBITRATION

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 unfavorable to that Party's position in the arbitration; and

(d) a statement of the relief sought.