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# **CO-OPERATIVE MEMBERSHIP AGREEMENT**

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*for*

**JASPER CONDOS**

**A STANDARD CONDOMINIUM PLAN**

*located at*

**716 Main Street East  
Milton, Ontario**

*by*

**MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION**

*A Condominium Project Pursuant to the Condominium Act, 1998*

**\*\*YOU MUST ENTER INTO THIS AGREEMENT TO BE ENTITLED TO PURCHASE A CONDOMINIUM UNIT FROM MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION**

**CO-OPERATIVE MEMBERSHIP AGREEMENT**

MADE THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**BETWEEN:**

**MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION (“MCCDC”)**

- **AND** -

List each Applicant for Membership in the Co-operative:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

(the “applicants”)  
PLEASE PRINT OR TYPE. ADD ADDITIONAL PAGES IF NECESSARY

Address of Applicants:

Unit # \_\_\_\_\_, Level \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_

Unit Selected:

Unit # \_\_\_\_\_, Level \_\_\_\_\_  
  
716 Main Street East, Milton, Ontario  
(Municipal Address to be confirmed by the Town of Milton)

Definitions:

- A.1 The terms used in this Agreement have the following meanings:
  - “Information Manual” means MCCDC’s Information Manual For Prospective Purchasers.
  - “OFH” means Options for Homes Non-Profit Corporation (GTA), the development consultant to MCCDC
  - “Concept” means the concept for the development as described in the introduction in the Information Manual.
  - “Condominium Project” means Jasper Condos as described in the Disclosure Statement contained in the Information Manual.
  - “you” means each of the applicants for membership hereunder, individually and collectively, and your rights and obligations hereunder are both joint and several.

Background:

- B.1 You acknowledge receipt of the Information Manual on \_\_\_\_\_, 20\_\_.
- B.2 You have read the Information Manual and are familiar with the Concept detailed therein.
- B.3 This Agreement is the Co-operative Membership Agreement contained in the Information Manual.

Agreement:

- C.1 By signing this Agreement, you apply for membership in MCCDC.
- C.2 MCCDC, by signing this Agreement, accepts you as a Member of MCCDC.

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If there is more than one person listed on this Agreement, the membership of all persons listed on this agreement is joint.

- |   |   |
|---|---|
| Membership Rights and Obligations:      | D.1 As a member of MCCDC, you have the rights of a member under the <i>Co-operative Corporations Act (Ontario)</i> and the by-laws of MCCDC. The current general by-law of MCCDC is contained in Schedule A to this Agreement.  |
|   | D.2 The <i>Co-operative Corporations Act (Ontario)</i> , which governs MCCDC, and MCCDC's by-laws permit MCCDC to change the terms of membership and the right of members from time to time provided the specified procedure is followed. Any changes will be decided upon by the members at a meeting. As a member of MCCDC, you are entitled to notice of all membership meetings and to attend and vote thereat. You will be bound by any such changes.                        |
|   | D.3 The incorporating members and/or current board members of MCCDC may not intend to acquire a unit in the Condominium Project being developed by MCCDC. Those founding members who do not intend to acquire a unit have agreed to resign as members and, if applicable, officers and directors of MCCDC, if required to do so by a majority of the members who have purchased a unit.   |
|   | D.4 MCCDC will provide all members with a copy of its closing audit within 6 months following the closing of the purchase and sale of your unit.  |
| Membership Fee:                         | E.1 Upon receiving this Agreement, you shall submit the sum of \$100.00, being the membership fee payable to MCCDC. This fee is refundable if you purchase a unit from MCCDC and will be paid to you after the closing of your purchase of the unit from MCCDC.   |
| Right to Acquire Unit                   | F.1 As a member of MCCDC, you are entitled to purchase the unit selected by you from MCCDC in the manner set out in the Information Manual, including signing of the Agreement of Purchase and Sale.  |
|   | F.2 The Agreement of Purchase and Sale will be in substantially the form contained in the Information Manual.   |
|   | F.3 Once you have signed an Agreement of Purchase and Sale with MCCDC, your rights with respect to the acquisition of the unit and your obligation to purchase the unit are governed by the Agreement of Purchase and Sale and the <i>Condominium Act, 1998 (Ontario)</i> .   |
| Confidentiality                         | G.1 You agree to keep all information provided to you about the Concept, including all documents in relation to the unit purchase transaction in confidence and further agree not to disclose any information relating to the Concept to any person, firm or corporation for your own or their benefit or to the detriment of MCCDC and/or OFH, other than to the solicitor representing you and any mortgagee providing funding for you in respect of such purchase transaction. |
| Termination or Expiration of Membership | H.1 Should you decide not to proceed to acquire a unit from MCCDC in the Condominium Project, or if you cease to be a purchaser, you agree that your membership in MCCDC automatically terminates.  |
|   | H.2 You agree that your membership in MCCDC automatically expires if you no longer qualify for financing to purchase a unit from MCCDC.   |
|   | H.3 You acknowledge that the by-laws of MCCDC provide that if you cease to be a purchaser of a unit in the Condominium Project, or if you no longer qualify for financing to purchase a unit, then your membership in MCCDC automatically ends, you lose all rights associated with being a member and your membership fee will not be refunded to you.   |
|   | H.4 You acknowledge that the by-laws of MCCDC provide for automatic expiration of membership, except for those members who are directors  |

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of MCCDC, upon the earlier of:

- i. the date that is 365 days after the date MCCDC is no longer the registered owner of any unit in the Condominium Project; or
- ii. the end of the first members meeting following the date when MCCDC ceases to be the registered owner of a majority of the units in the Condominium Project.

H.5 Notwithstanding any termination/expiration of this Agreement or your membership in MCCDC, you hereby agree that notwithstanding such termination/expiration, your obligations with respect to Confidentiality set out in section G.1 of this Agreement shall remain in force and effect for all time thereafter.

Distribution of Surplus

I.1 Upon completion of the Condominium Project and the sale of all of the units in the Condominium Project to members of MCCDC, any surplus shall be retained by MCCDC and MCCDC shall decide how the remaining surplus shall be used. For the purpose of this Section I.1, "surplus" means any amount remaining in excess of the final capital cost budget as prepared by OFH, prior to the commencement of the construction as well as the contingency amount for unsold parking units, if any, and the overall contingency amount set out in the budget. Funds spent on discretionary items will not reduce this amount.

SIGNED SEALED AND DELIVERED

In the presence of

_____	_____	(date) _____/_____/_____
(Witness)	(Applicant)	day month year
_____	_____	(date) _____/_____/_____
(Witness)	(Applicant)	day month year
_____	_____	(date) _____/_____/_____
(Witness)	(Applicant)	day month year

Milton Centre Co-operative Development Corporation

Per: \_\_\_\_\_ (date) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation

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Schedule A

By-laws of Milton Centre Co-operative Development Corporation

BY-LAW NUMBER 1

A by-law relating generally to the transaction of the business and affairs of:

**MILTON CENTRE CO-OPERATIVE DEVELOPMENT CORPORATION**

BE IT ENACTED as a by-law of Milton Centre Co-operative Development Corporation (the "Corporation") as follows:

1. **MEMBERS**

1.1 Membership

- a. Admission: Subject to the provisions related to the resignation, termination and expiration of membership as set out below in this By-law, the membership shall consist of the applicants for the incorporation of the Corporation and such other individuals and such corporations, partnerships and other legal entities as are admitted as members by the board of directors of the Corporation. Each member shall promptly be informed by the Secretary of her/his admission as a member.
- b. Qualifications: In order to be a member of the Corporation, a person must satisfy one of the following qualifications:
  - i. he or she must be an applicant for the incorporation of the Corporation;
  - ii. he or she must be a purchaser, pursuant to a purchase and sale agreement entered into with the Corporation, of a proposed unit (or, as applicable, unit) in the condominium of which the Corporation is the declarant;
  - iii. he or she must have completed the purchase from the Corporation, pursuant to a purchase and sale agreement entered into with the Corporation, of a unit in the condominium of which the Corporation is the declarant; or
  - iv. he or she is an individual eighteen years of age or older who has submitted an application to become a member of the Corporation and whose application has been approved by a resolution of the board of directors.
- c. Joint Members: Person who jointly own or purchase a unit in the condominium of which the Corporation is a declarant or persons who jointly enter into an agreement of purchase and sale with the Corporation shall be considered joint members and entitled to only one vote. For greater clarity each unit in the condominium shall be entitled to only one vote i.e. one vote per unit.
- d. Resignation: Members may resign by resignation in writing which shall be effective upon acceptance thereof by the board of directors. In case of resignation, a member shall remain liable for payment of any assessment or other sum levied or which became payable by the member to the Corporation prior to acceptance of the resignation.
- e. Termination of Membership: A member may be expelled from membership in the Corporation by resolution passed by a majority of the board of directors at a meeting duly called for the purpose not later than thirty days before the date set for the annual meeting of the Corporation. Notice of the proposed termination must be given to the member in accordance with the *Co-operative Corporations Act* (Ontario) and the member must be given an opportunity to appear, either personally or by a representative, to make submissions at the meeting of the board of directors called to consider the resolution terminating the member's membership.
- f. Expiration of Membership: The membership of a member shall cease automatically without any action on the part of the Corporation or any notice to the member being required upon, and with effect as of, the happening of one of the following events:
  - i. in the case of an individual member, the death of the individual;
  - ii. if the member ceases, for whatever reason or however caused, to be a purchaser of a condominium unit (or a proposed unit) under a purchase and sale agreement between the member and the Corporation or if the member ceases to qualify for financing in order to complete the purchase of a condominium unit (or proposed unit) under a purchase and sale agreement between the member and the Corporation;

- iii. in the case of the applicants for incorporation of the Corporation, as of the end of the members' meeting at which directors are elected to replace the first directors of the Corporation, except if an applicant remains a director of the Corporation; and,
- iv. in the case of all members whose membership in the Corporation has not otherwise ended, except for those members who are from time to time directors of the Corporation and for so long as they continue to be directors, the earlier of (the **Membership Expiration Date**):
  - 1. the date that is 365 days after the date that the Corporation is no longer the registered owner of any unit in the condominium of which the Corporation is the declarant; and,
  - 2. the end of the first members' meeting following the date when the Corporation ceases to be the registered owner of a majority of the units in the condominium of which the Corporation is the declarant.

For greater certainty, the membership in the Corporation of those persons who are as of the Membership Expiration Date directors of the Corporation shall continue for as long as they remain directors of the Corporation and shall automatically cease as of the date that they cease to be directors of the Corporation.

1.2 Meaning of "Condominium":

With respect to any member of the Corporation, the meaning of "condominium" in this Article 1 refers to the condominium (and includes the proposed condominium) as designated by a resolution of the board of directors.

2. **ANNUAL AND OTHER MEETINGS OF MEMBERS**

2.1 Place of Meetings:

The annual or any other general meeting of the members shall be held at the head office of the Corporation or elsewhere in Ontario as the board of directors may determine and on such day as the said directors shall appoint.

2.2 Meeting Business:

At every annual meeting, in addition to any other business that may be transacted, the report of the directors, the financial statements and the report of the auditors shall be presented, a board of directors elected and if no audit exemption is being sought, auditors appointed for the ensuing year and the remuneration of the auditors shall be fixed. The members may consider and transact any business either special or general without any notice thereof at any meeting of the members.

2.3 Calling Members Meetings:

The board of directors or President shall have power to call at any time a general meeting of the members of the Corporation. No public notice nor advertisement of members' meetings, annual or general, shall be required, but notice of the time and place of every such meeting shall be given to each member not less than 10 days before the date fixed for the holding of such meeting, provided that any meetings of members may be held at any time and place without such notice if all the members of the Corporation are present thereat or if the members not in attendance at such meeting have waived in writing their right to notice, whether such waiver is given before or after the holding of the meeting, and at such meeting any business may be transacted which the Corporation at annual or general meetings may transact.

2.4 Error or Omission in Notice:

No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of the Corporation shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member, director or officer for any meeting or otherwise, the address of any member, director or officer shall be her/his last address recorded on the books of the Corporation.

2.5 Adjournments:

Any meetings of the members may be adjourned and reconvened at any time and such business may be transacted at such reconvened meeting as might have been transacted at the original meeting from

which such adjournment took place. Notice pursuant to this By-Law shall be required of any such reconvened meeting.

2.6 Quorum of Members:

- a. Subject to sub-paragraph 2.6b, a quorum for the transaction of business at any meeting of members shall consist of not less than a majority of members.
- b. A meeting must be called off if there is not a quorum of members present by 45 minutes after the meeting is scheduled to start. The members who are present can vote to continue the meeting on a date not less than five and not more than fifteen days later. There must be at least two days notice of the continued meeting. If by 30 minutes after the continued meeting is scheduled to start there is not a quorum of members present, then the quorum for the continued meeting will be the lesser of:
  - i. 5% of members, and
  - ii. 20 members.

2.7 Voting of Members:

- a. Subject to paragraph 1(c) above, each member of the Corporation shall at all meetings of members be entitled to one vote. No member shall be entitled to vote at meetings of the Corporation unless she/he has paid all dues or fees, if any, then payable by her/him.
- b. At all meetings of members every question shall be decided by a majority of the votes of the members, unless otherwise required by the by-laws of the Corporation or by law. Every question shall be decided in the first instance by a show of hands unless a poll be demanded by any member.
- c. Upon a show of hands, every member having voting rights shall have one vote and unless a poll be demanded, a declaration by the chairperson that a resolution has been carried or not carried and an entry to that effect in the minutes of the Corporation shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes accorded in favour of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by the members, and such poll shall be taken in such manner as the chairperson shall direct and the result of such poll shall be deemed the decision of the Corporation in general meeting upon the matter in question. In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the question is lost.

3. **DIRECTORS**

3.1 Board of Directors:

The affairs of the Corporation shall be managed by a board of a minimum of 3 and maximum of 10 directors, each of whom at the time of her/his election or within 10 days thereafter and throughout her/his term of office shall be a member of the Corporation.

3.2 First Directors:

The applicants for incorporation shall be the first directors of the Corporation. Their term of office shall continue until the first meeting of members, at which the board shall be elected.

3.3 Fixing Number of Directors:

As authorized by special resolution of the members of the Corporation, the number of directors shall be determined from time to time by resolution of the directors.

3.4 Election and Term:

Each director shall be elected to hold office until the first annual meeting after she/he shall have been elected or until her/his successor shall have been duly elected and qualified. The entire board shall be retired at each annual meeting, but shall be eligible for re-election if otherwise qualified. The election may be by a show of hands unless a ballot be demanded by any member. The members of the Corporation may, by resolution passed by a majority of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any director before the

expiration of her/his term of office, and may, by a majority of the votes cast at that meeting, elect any person in her/his stead for the remainder of her/his term.

3.5 Vacancies - Board of Directors:

- a. Vacancies on the board of directors, other than those caused by an increase in the number of directors, may, so long as a quorum of directors remains in office, be filled by the directors from among the qualified members of the Corporation if they shall see fit to do so. Otherwise, such vacancy shall be filled at the next annual meeting of the members at which the directors for the ensuing year are elected, but if there is not a quorum of directors, the remaining directors shall forthwith call a meeting of the members to fill the vacancy.
- b. Where the number of directors is increased, the vacancies resulting from such increase shall only be filled by election at a general meeting of members duly called for that purpose.

3.6 Teleconference Meetings:

If a majority of the board of directors of the Corporation consent generally or in respect of a particular meeting, a director may participate in a meeting of the board of directors or of a committee of the board of directors by means of such conference telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

3.7 Quorum and Meetings - Board of Directors:

A majority of directors shall form a quorum for the transaction of business. Except as otherwise required by law, the board of directors may hold its meetings at such place or places as it may from time to time determine. No formal notice of any such meeting shall be necessary if all the directors are present, or if those absent have signified in writing their consent to the meeting being held in their absence, whether such consent is given before or after the meeting.

3.8 Calling Directors' Meetings:

Directors' meetings may be formally called by the President or by the Secretary on direction of the President, or by the Secretary on direction in writing of two directors. Notice of such meetings shall be delivered in accordance with this By-law to each director not less than one day before the meeting is to take place or, if mailed by regular pre-paid mail, to each director not less than two days before the meeting is to take place. The statutory declaration of the Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A directors' meeting may also be held, without notice, immediately following the annual meeting of the Corporation. The directors may consider or transact any business either special or general at any meeting of the board.

3.9 Errors in Notice - Board of Directors:

No error or omission in giving such notice for a directors' meeting shall invalidate such meeting or any proceedings taken at such meeting and any director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

3.10 Voting - Board of Directors:

Questions arising at any meeting of directors shall be decided by a majority of votes. In case of an equality of votes the question is lost. All votes at any such meeting shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the chairperson that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the President her/his duties may be performed by such other director as the board may from time to time appoint for the purpose.

3.11 Powers:

The board of directors of the Corporation may administer the affairs of the Corporation in all things and make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such powers and



do all such other acts and things as the Corporation is by its charter or otherwise authorized to exercise and do. Without in any way derogating from or limiting the foregoing, the board of directors is expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest therein owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable.

3.12 Remuneration of Directors:

The directors, and those directors who also serve as officers, shall serve as directors and officers without remuneration and no director shall directly or indirectly receive any profit or remuneration from his or her position as director or in any other capacity, provided that a director, including a director who is also an officer, may be paid reasonable expenses incurred by them in the performance of his or her duties.

3.13 Books and Records:

The directors shall see that all necessary books and records of the Corporation required by the by-laws of the Corporation or by any applicable statute or law are regularly and properly kept.

4. **OFFICERS**

4.1 Officers of the Corporation:

There shall be a President, a Vice-President, a Secretary and a Treasurer and such other officers as the board of directors may determine by resolution from time to time. The President shall be elected by the board of directors from among their number at the first meeting of the board after the annual election of such board of directors, provided that in default of such election the then incumbents, being members of the board, shall hold office until their successors are elected. The other officers of the Corporation may, but need not, be members of the board and in the absence of written agreement to the contrary, the employment of all officers shall be settled from time to time by the board.

4.2 Duties of President

- a. The President shall, when present, preside at all meetings of the members of the Corporation and of the board of directors. The President with the Secretary or other officer appointed by the board for the purpose shall sign all by-laws and membership certificates.
- b. In the absence, disability or refusal to act of the President, the Vice- President shall be vested with all the powers and shall perform all the duties of the President.
- c. In the absence, disability or refusal of the President and the Vice- President, the duties and powers of the President may be exercised by such other director as the board may from time to time appoint for the purpose.

4.3 Duties of Vice-President:

In the absence or disability or refusal to act of the President, the Vice-President shall be vested with all the powers and shall perform all the duties of the President.

4.4 Duties of Secretary and Treasurer

- a. The Secretary shall be ex officio clerk of the board of directors. She/he shall attend all meetings of the board of directors and record all facts and minutes of all proceedings in the books kept for that purpose. She/he shall give all notices required to be given to members and to directors and shall be the custodian of the seal of the Corporation and of all books, papers, records, correspondence, contracts and other documents belonging to the Corporation which she/he shall deliver up only when authorized by a resolution of the board of directors to do so and to such person or persons as may be named in the resolution.
- b. The Treasurer shall ensure that full and accurate accounts of all receipts and disbursements of the Corporation are kept in proper books of account and that all moneys or other valuable effects are deposited in the name and to the credit of the Corporation in such bank or banks as may from time to time be designated by the board of directors. She/he shall ensure the proper disbursement of the funds of the Corporation under the direction of the board of directors, taking proper vouchers therefor and shall render to the board of directors at the regular meetings thereof or whenever required of her/him, an account of all her/his transactions as

Treasurer, and of the financial position of the Corporation, and she/he shall perform such other duties as may from time to time be determined by the board of directors.

4.5 Duties of Other Officers:

The duties of all other officers of the Corporation shall be such as the terms of their engagement call for or the board of directors requires of them.

**5. INDEMNIFICATION OF DIRECTORS AND OFFICERS**

5.1 Every director or officer of the Corporation or former director or former officer of the Corporation, together with his or her heirs, executors and administrators, and estate and effects, respectively, may, with the consent of the Corporation given by a resolution duly passed by the board of directors, from time to time and at all times, be indemnified and saved harmless out of the funds of the Corporation only from and against:

- a. all costs, charges and expenses whatsoever that he or she sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever, made, done or permitted by him or her in or about the execution of the duties of his or her office; and
- b. all other costs, charges and expenses that he or she sustains or incurs in or about or in relation to the affairs of the Corporation, except such costs, charges and expenses as are occasioned by his or her own willful neglect or default, or failure to act honestly and in good faith with a view to the best interests of the Corporation.

**6. EXECUTION OF DOCUMENTS**

6.1 Deeds, transfers, licenses and other contracts (collectively "Contracts") on behalf of the Corporation shall be signed by any two of the President, the Vice-President, the Secretary and the Treasurer, and the Secretary or Treasurer shall affix the seal of the Corporation to such documents as require the same.

6.2 Contracts in the ordinary course of the operations of the Corporation may be entered into on behalf of the Corporation by the President, the Vice-President, the Secretary or the Treasurer, or by any person so authorized by resolution of the board of directors.

6.3 All cheques and other negotiable documents for the payment of money shall be signed by a signing officer appointed by resolution of the board of directors.

**7. FINANCIAL YEAR**

Unless otherwise changed by the board of directors, the fiscal year of the Corporation shall terminate on the last day of December in each year.

**8. NOTICE**

8.1 Whenever under the provisions of the by-laws of the Corporation or otherwise by law notice is required to be given, such notice may be given either personally, by postal mail (regular, registered or express) or courier sent to the director, officer or member at her/his or their address as the same appears on the books of the Corporation or by facsimile transmission or by electronic mail in accordance with the provisions of the *Co-operative Corporations Act* (Ontario).

8.2 A notice referred to in paragraph 8.1 shall be deemed to have been made and sufficiently given as follows:

- a. where given or made by personal delivery, on the date of receipt;
- b. where given or made by regular/ordinary postal mail, on the third day (excluding Saturdays, Sundays and statutory holidays) following the date that the notice is posted by regular/ordinary postal mail;
- c. where given or made by registered, express mail or by courier, on the date that the notice is noted in the postal or courier system as having been delivered.
- d. where given or made by facsimile, on the day and at the time of transmission as indicated on the sender's facsimile transmission report; and

- e. where given or made by electronic mail, on the day and at the time when the notice is recorded by the sender's electronic communications system as having been received at the electronic mail destination.

**9. BORROWING**

9.1 The directors may from time to time:

- a. borrow money on the credit of the Corporation;
- b. issue, sell or pledge securities of the Corporation; or
- c. charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises, and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Corporation.

9.2 From time to time the directors may authorize any director, officer or employee of the Corporation or any other person to make arrangements with reference to the monies borrowed or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof, with power to vary or modify such arrangements, terms and conditions for any monies borrowed, or remaining due by the Corporation as the directors may authorize, and generally to manage, transact and settle the borrowing of money by the Corporation.

**10. AMENDMENTS**

Neither these by-laws nor any by-laws to amend these by-laws are effective until they are passed by the directors and confirmed, with or without variation, by at least two-thirds of the votes cast at a general meeting of the members of the Corporation duly called for that purpose.

**11. HEAD OFFICE**

The Head Office of the Corporation shall be in the City of Cambridge, in the Province of Ontario, and at such place therein as the directors may from time to time determine.

**12. SEAL**

The seal, an impression whereof is stamped in the margin hereof, shall be the corporate seal of the Corporation.

**13. INTERPRETATION**

In this By-law and in all other by-laws of the Corporation hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine or neuter gender, as the case may be, and vice versa, and reference to persons shall include firms and corporations.

PASSED the 15<sup>th</sup> day of July 2013.