

**SIMCOE
CONDOMINIUM
CORPORATION**

NO. 37

BY-LAWS

SIMCOE CONDOMINIUM CORPORATION NO.37

BY-LAW NO. 1

Be it enacted as a by-law of SIMCOE CONDOMINIUM CORPORATION 37
No. (hereinafter referred to as the "Corporation") as follows:

ARTICLE 1

DEFINITIONS

The terms used herein shall have ascribed to them the definitions contained in The Condominium Act, 1978, as amended, and the Regulations made thereunder (all of which are hereinafter referred to as the "Act"), and the declaration.

ARTICLE II

SEAL

The corporate seal of the Corporation shall be in the form impressed hereon.

ARTICLE III

REGISTER

The Corporation shall maintain a record (hereinafter called the "Register") which shall note the name and address for service of the owner and mortgagee of each unit who has notified the Corporation of his entitlement to vote. The owner's address for service shall be the address of his unit and the mortgagee's address for service shall be the address shown for him on his mortgage registered in the Land Titles Office, unless the Corporation is given notice of a different address by such owner or mortgagee.

ARTICLE IV

MEETING OF MEMBERS

1. Annual Meetings: The annual meeting of the owners shall be held at such place within the City of Barrie and at such time and on such day in each year as the board of directors

of the Corporation (hereinafter called the "board") may from time to time determine, for the purpose of hearing and receiving the reports and statements required by the Act and the by-laws of the Corporation to be laid before the owners at an annual meeting, and for the purposes of electing directors, confirming by-laws passed by directors, appointing an auditor and fixing or authorizing the board to fix his remuneration, and for the transaction of such other business as may be properly brought before the meeting. The board shall lay before each annual meeting of owners a financial statement made in accordance with generally accepted accounting principles, as well as the report of the auditor to the owners, and such further information respecting the financial position of the Corporation as the by-laws may require. Not more than fifteen (15) months shall elapse between the dates of two successive annual general meetings.

2. The First Meeting: The first annual general meeting shall be held not more than three (3) months after the registration of the declaration and description. The owners shall, at such first meeting, appoint one or more auditors to hold office until the close of the next annual meeting, and if the owners fail to do so, the board shall forthwith make such appointment. The remuneration of an auditor so appointed shall be fixed by the owners, or by the board if authorized to do so by the owners; but the remuneration of an auditor appointed by the board shall be fixed by the board. The Corporation shall then give notice in writing to an auditor of his appointment forthwith after such appointment is made.

3. Turnover Meeting: The board, elected at a time when the declarant owns a majority of the units shall, not more than twenty-one days after the declarant ceases to be the registered owner of a majority of the units, call a meeting of the owners to elect a new board, and such meeting shall be held within 21 days after the calling of the meeting (the "turnover meeting"). If the turnover meeting is not called within such time, any owner or any mortgagee entitled to vote may call the meeting.

At this turnover meeting, the declarant or its agents shall give to the new board elected at that meeting the condominium seal and all the books, documents, agreements, plans, warranties, financial records, and all other information required to be transferred pursuant to s. 26 of the Act. Furthermore, within 60 days after the turnover meeting, the declarant shall give the board an audited financial statement prepared as at the date of such meeting.

4. Special Meetings: The board, or any mortgagee holding mortgage on not less than 15 per cent of the units, may at any time call a meeting of the owners of the Corporation for the transaction of any business, the nature of which shall be specified in the notice calling the meeting. The board shall, upon receipt of a requisition in writing made by owners who together own at least 15 per cent of the units, call and hold a meeting of the owners and if the meeting is not called and held within thirty days of receipt of the requisition, any of the requisitionists may call the meeting; and in such case, the meeting shall be held within sixty days of the receipt of the requisition.

5. Notices: Notice of the time, place, and date of the turnover meeting, and each annual or special meeting, shall be given not less than ten (10) days before the day on which the meeting is to be held, to the auditor of the Corporation and to each owner and mortgagee who is entered on the register at least 12 days before the date of such meeting. The Corporation shall not be obliged to give notice to any owner who has not notified the Corporation that he has become an owner, or to any mortgagee who has not notified the Corporation that he has become a mortgagee and has been authorized or empowered in his mortgage to exercise the right of the mortgagor to vote. Each notice of meeting, as hereinbefore required, shall have appended to it an agenda of matters to be considered at such meeting.

6. Reports and Financial Statements: The Corporation shall, at least ten days before the date of any annual meeting of owners, furnish to every owner and mortgagee entered on the register, a copy of the financial statement and auditor's report. The Corporation shall also file copies of the financial statement and auditor's report with the bureau. A copy of the minutes of the meeting of owners and of the board shall, within ten days of such meeting, be furnished to the bureau.

requested same.

7. Persons entitled to be present: The only persons entitled to attend a meeting of owners shall be the owners and mortgagees entered on the register, any others entitled to vote thereat, the auditor of the Corporation, the directors and officers of the Corporation and others who, although not entitled to vote, are entitled or required under the provisions of the Act or the by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the Chairman of the meeting or with the consent of a majority of those present at the meeting.

8. Quorum: At any meeting of owners, a quorum shall be constituted when persons entitled to vote and owning not less than thirty-three and one-third (33 1/3%) per cent of the units are present in person or represented by proxy at such meeting. If thirty (30) minutes after the time appointed for the holding of any meeting of owners has elapsed and a quorum is not present, the meeting shall be dissolved and shall stand adjourned to the same time on the corresponding day, two weeks therefrom, at such place within the said municipality as the board shall determine. Notice of the time, day and place of the convening of such adjourned meeting shall be given not less than ten (10) days prior to the convening of such meeting.

9. Right to Vote: At each meeting of owners, and subject to the restrictions in Paragraph 13 of the within Article, every owner of a unit shall be entitled to vote, if he is currently entered on the register as an owner or has given notice to the Corporation in a form satisfactory to the Chairman of the meeting that he is an owner. If a unit has been mortgaged, the mortgagor may nevertheless represent such unit at such meetings and vote in respect thereof, unless the mortgage itself expressly authorizes and empowers the mortgagee to vote, in which case such mortgagee may exercise the owner's vote in respect of such unit upon filing with the Secretary of the meeting sufficient proof of the terms of such mortgage & notifying both the mortgagor & the Corporation of his intention

to exercise his right to vote at least two (2) days before the date specified in the notice for the meeting. Any dispute over the right to vote shall be resolved by the Chairman of the meeting upon such evidence as he may deem sufficient. The vote of each such owner or mortgagee shall be on the basis of one vote per unit, and where two or more persons entitled to vote in respect of one unit disagree on their vote, the vote in respect of that unit shall not be counted.

10. Method of voting: At any annual, special or turnover meeting, any question shall be decided by a show of hands unless a poll is demanded by a person entitled to attend such meeting as aforesaid, and unless a poll is so demanded, a declaration by the Chairman that such question has by the show of hands been carried is prima facie proof of the fact, without proof of the number of votes recorded in favour of, or against, any such question. A demand for a poll once given, may be withdrawn. Notwithstanding the above, the voting for the election of directors shall be by ballot only.

11. Representatives: An executor, administrator, committee of a mentally incompetent person, guardian or trustee (and where a corporation acts in such capacity any person duly appointed as proxy for such corporation) upon filing with the Secretary of the meeting sufficient proof of his appointment, shall represent the owner or mortgagee at all meetings of the owners of the Corporation and may exercise the owner's vote in the same manner and to the same extent as such owner. If there be more than one executor, administrator, committee, guardian or trustee, the provisions of Paragraph 13 of this Article shall apply.

12. Proxies: Every owner or mortgagee entitled to vote at meetings of owners may, by instrument in writing, appoint a proxy, who need not be an owner or mortgagee, to attend and act at the meeting in the same manner, to the same extent, and with the same powers as if the owner or mortgagee were present himself. The instrument appointing a proxy shall be in writing signed by the appointor or his attorney authorized in writing. The instrument appointing a proxy shall be deposited with the

Secretary of the meeting before any vote is cast under its authority.

13. Co-owners: If two or more persons own a unit, or own a mortgage in respect of which a right to vote is exercisable, any one of the owners, or mortgagees, as the case may be, may in the absence of the other owner(s) or mortgagee(s) vote, but if more than one of them are present or are represented by proxy, they shall vote in agreement with each other, failing which the vote for such unit shall not be counted.
14. Votes to govern: At all meetings of owners every question shall, unless otherwise required by the Act, the declaration or the by-laws, be decided by a majority of the votes cast on the question, as set out in Paragraph 9 of this Article.
15. Entitlement to Vote: Except where, under the Act or the by-laws, a unanimous vote of all owners is required, an owner is not entitled to vote at any meeting if any contributions payable in respect of his unit are in arrears for more than 30 days prior to the meeting.

ARTICLE V

THE CORPORATION

1. Duties of the Corporation: The Duties of the Corporation shall include, but shall not be limited to the following:
- a) controlling, managing and administering the common elements and the assets of the Corporation;
 - b) operating and maintaining the common elements in a fit and proper condition;
 - c) collecting the common expenses assessed against the owners;
 - d) supplying heat, hydro and water services to the common elements except where the Corporation is prevented from carrying out such duty by reason of any event beyond the reasonable control of the Corporation. If any apparatus or equipment used in effecting the supply of heat, hydro or water at any time becomes incapable of fulfilling its function or is damaged or destroyed, the Corporation

- shall have reasonable time within which to repair or replace such apparatus and the Corporation shall not be liable for indirect or consequential damages or for damages for personal discomfort or illness by reason of of the breach of such duty;
- e) obtaining and maintaining such insurance as may be required by the Act, the declaration or the by-laws;
 - f) repairing after damage and restoring the units and the common elements in accordance with the provisions of the Act, the declaration and by-laws;
 - g) obtaining and maintaining fidelity bonds where obtainable in such amounts as the board may deem reasonable, for such officers and directors or employees as are authorized to receive or disburse any funds on behalf of the Corporation;
 - h) causing audits to be made after every year-end and making financial statements available to the owners and mortgagees in accordance with the Act and the by-laws;
 - i) effecting compliance by the owners with the Act, the declaration, the by-laws, and the rules;
 - j) pursuant to s.32 (8) of the Act, providing a certificate, and such statements and information as may be prescribed by the Act and its regulations, and the Corporation shall be entitled to a fee up to the maximum prescribed by the said regulations for providing same, and a duplicate thereof shall be provided without additional charge if requested, provided that the Corporation shall provide the Declarant such certificate; statements and information in connection with a sale or mortgage of a unit without any charge or fee;

- k) paying to the bureau an annual fee in the amount prescribed by the regulations to the Act, and filing with the bureau such information as may be prescribed by the regulations.

2. Powers of the Corporation: The powers of the Corporation shall include, but shall not be limited to, the following:

- a) employment and dismissal of personnel necessary for the maintenance and operation of the common elements;
- b) adoption and amendment of the rules concerning the operation and use of the property;
- c) employing a manager at a compensation to be determined by the board, to perform such duties and services as the board shall authorize,
- d) obtaining and maintaining fidelity bonds for any manager where deemed necessary by the board, and in such manner as the board may deem appropriate;
- e) investing the monies held in the reserve fund or funds by the Corporation, provided that such investment shall be those permitted by The Trustee Act, Revised Statutes of Ontario, 1970, Chapter 470 and amendments thereto, and convertible into cash in not more than ninety (90) days;
- f) to settle, adjust, compromise or refer to arbitration any claim or claims which may be made upon or which may be asserted on behalf of the Corporation;
- g) to borrow such amounts as in its discretion are necessary or desirable in order to protect, maintain, preserve or insure the due and continued operation of the property in accordance with the declaration and by-laws of the Corporation, and to secure any such loan by mortgage, pledge or charge of any assets owned by the Corporation and to add the repayment of such loan

- to the common expenses, each such borrowing or loan being subject to approval by the unit owners at a meeting duly called for the purpose;
- h) to retain any securities or other real or personal property received by the Corporation, whether or not the same is authorized by any law, present or future, for the investment of trust funds;
- i) to sell, convey, exchange, assign or otherwise deal with any real or personal property at any time owned by the Corporation at such price, on such terms, and in such manner as the Corporation in its sole discretion deems advisable, and to do all things and execute all documents required to give effect to the foregoing;
- j) to lease, or to grant or transfer an easement or license through any part or parts of the common elements by way of a special by-law, except those parts of the common elements over which any owner has the exclusive use.

ARTICLE VI

BOARD OF DIRECTORS

1. The affairs of the Corporation shall be managed by the board.
2. Number and Quorum: Until amended by by-law, the number of directors shall be five (5) of whom three (3) shall constitute a quorum for the transaction of business at any meeting of the board. Notwithstanding vacancies, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.
3. Qualifications: Each director shall be eighteen (18) or more years of age and need not be an owner of the Corporation. No

undischarged bankrupt or mentally incompetent person shall be a director, and if a director becomes a bankrupt or mentally incompetent person, he thereupon ceases to be a director.

4. Election and Term: The directors of the Corporation shall be elected in rotation and shall be eligible for re-election. At the first meeting of the owners held to elect directors, 2 directors shall be elected to hold office for a term of (1) year; 2 directors shall be elected to hold office for a term of two (2) years; and one (1) director shall be elected to hold office for a term of three years. Such directors may, however, continue to act until their successors are elected. If more than one (1) of such directors whose terms are not of equal duration shall resign from the board prior to the expiration of their respective terms, and shall be replaced at a meeting of owners called for that purpose, the director(s) receiving the greater votes shall complete the longest remaining terms of the resigning directors. At each annual meeting thereafter a number of directors equal to the number of directors retiring in such year shall be elected for a term of three (3) years.

5. Removal of Directors: A director may be removed before the expiration of his term by a vote of owners who together own a majority of the units, and the owners may elect any qualified person in place of any director who has been removed or has died or resigned, for the remainder of his term, at any annual or special meeting.

6. Filling of Vacancies: If a vacancy in the membership of the board of directors occurs, other than by way of removal by a vote of Owners or as a result of the number of directors being increased, the majority of the remaining members of the board may appoint any qualified person to be a member of the board to fill such vacancy until the next annual meeting, at which time the vacancy shall be filled by election by the owners. However, when there is not a quorum of directors in office, the directors then in office shall forthwith call a meeting of owners to fill the vacancies, and in default, or if there are no directors in office, the meeting may be called by any owner.

7. Calling of Meetings of the Board of Directors: Meetings of the board shall be held from time to time at such place and at such time and on such day as the President and Vice-President who is a director, or any two directors, may determine, and the Secretary shall call meetings when directly authorized by the President and by the Vice-president who is a director, or by any two directors. In addition to any other provision in the by-laws, a quorum of directors may, at any time, call a meeting of the directors for the transaction of any business. Unless otherwise provided in the by-laws, notice of any meeting so called shall be given personally, by ordinary mail or by telegraph to each director not less than forty-eight (48) hours (excluding any part of a Sunday or of a holiday as defined by the Interpretation Act of Canada for the time being in force) before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present and consent to the holding of such meeting or if those absent have waived notice of the meeting or otherwise signified in writing their consent to the holding of such meeting.

8. Regular Meetings: The board may appoint a day or days in any month or months for regular meetings at a place and hour to be named. A copy of any resolution of the board fixing a place and time of regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting.

9. First Meeting of New Board: The board may, without notice, hold its first meeting for the purpose of organization and the election and appointment of officers, immediately following the meeting of owners at which time the directors of such board were elected, provided a quorum of directors is present.

10. Disclosure by Directors of Interest in Contracts: Every director of the Corporation who has, directly or indirectly, any material interest in any material contract or transaction, to which the Corporation is or will be a party, other than one in which his interest is limited to his remuneration as a director, officer or employee, shall declare his

interest in such contract or transaction at a meeting of the directors of the Corporation and shall, at that time, disclose the nature and extent of such interest. Such director shall refrain from voting and shall not, in respect of such contract or transaction, be counted in the quorum. A general notice to the board by a director declaring that he is a director or officer of, or has a material interest in, a person that is a party to a contract or proposed contract with the Corporation is a sufficient declaration of interest in relation to any contract so made. If a director has made a declaration or disclosure of his interest, and has not voted in respect of the contract or transaction, then such director, if he was acting honestly and in good faith at the time the contract or transaction was entered into, is not by reason only of his holding the office of director accountable to the Corporation or to its owners for any profit or gain realized from the contract or transaction, and such contract or transaction is not voidable by reason only of the director's interest therein.

11. Standard of Care: Every director and officer shall exercise the powers and discharge the duties of his office honestly and in good faith.
12. Protection of Directors and Officers: No director or officer shall be liable for the acts, neglect or default of any other director or officer, or for any loss or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by order of the board for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgment or oversight on his part, or for any other loss, damage or misfortune which might happen in the execution of the duties of his office or in relation thereto, unless the same shall happen through his own dishonest or fraudulent act or acts.

13. Indemnity of Directors and Officers: Every director or officer of the Corporation and his heirs, executors and administrators and estate respectively, shall at all times be indemnified and saved harmless out of the funds of the Corporation from and against:

- a) any liability and all costs, charges and expenses which such director or officer sustains or incurs in respect of any action, suit or proceeding that is brought, commenced or prosecuted against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office;
- b) all other costs, charges and expenses which he properly sustains or incurs in relation to the affairs of the Corporation;

unless the Act or the by-laws of the Corporation otherwise provide. The Corporation shall purchase and maintain insurance for the benefit of a director or officer in order to indemnify them against any liability, cost, charge or expense (the "liabilities") incurred by them in the execution of their duties provided that such insurance shall not indemnify them against the liabilities incurred by them as a result of a contravention of section 24(1) of the Act.

ARTICLE VII

OFFICERS

1. Elected Officers: At the first meeting of the board, after each election of directors, the board shall elect from among its members a President. In default of such election, the then incumbent, if a member of the board, shall hold office until his successor is elected. A vacancy occurring from time to time in such office may be filled by the board from among its members.

2. Appointed Officers: From time to time the board shall appoint a Secretary and may appoint one or more Vice-Presidents, a General Manager, a Treasurer and such other officers as the board may determine including one or more assistants to any of the officers so appointed. The officer so appointed may, but need not be, a member of the board. One person may hold more than one office and if the same person holds both the office of Secretary and the office of Treasurer he may be known as Secretary-Treasurer.
3. Term of Office: Subject to the provisions of any written agreement to the contrary, the board may remove at its pleasure any officer of the Corporation.
4. President: The President shall, when present, preside at all meetings of the owners and of the board, and shall be charged with the general supervision of the business and affairs of the Corporation. Except when the board has appointed a General Manager or Managing Director, the President shall also have the powers and be charged with the duties of that office.
5. Vice-President: During the absence of the President his duties may be performed and his powers may be exercised by the Vice-President, or if there are more than one, by the Vice-Presidents, in order of seniority (as determined by the board), save that no Vice-President shall preside at a meeting of the board or at a meeting of owners who is not qualified to attend the meeting as a director or owner, as the case may be. If a Vice-President exercises any such duty or power, the absence of the President shall be presumed with reference thereto. A Vice-President shall also perform such duties and exercise such powers as the board may prescribe.
6. General Manager: The General Manager, if one be appointed, shall have the general management and direction, subject to the authority of the board and the supervision of the President, of the Corporation's business and affairs and the power to appoint and remove any and all employees and agents of the Corporation not elected or appointed directly by the board, and to settle the terms of their employment and

remuneration.

7. Secretary: The Secretary shall give or cause to be given all notices required to be given to the owners, directors, auditors, mortgagees and all others entitled thereto. He shall attend all meetings of the directors and of the owners and shall enter or cause to be entered in books kept for that purpose minutes of all proceedings at such meetings. He shall be the custodian of all books, papers, record documents and other instruments belonging to the Corporation and he shall perform such other duties as may from time to time be prescribed by the board.
8. Treasurer: The Treasurer shall keep or cause to be kept full and accurate books of account in which shall be recorded all receipts and disbursements of the Corporation and, under the direction of the board, he shall control the deposit of money, the safekeeping of securities and the disbursements of the funds of the Corporation. He shall render to the board at the meeting thereof, or whenever required of him, an account of all his transactions as Treasurer and of the financial position of the Corporation, and he shall perform such other duties as may from time to time be prescribed by the board. The offices of Secretary and Treasurer may be combined.
9. 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 requires of them. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant unless the board otherwise directs.
10. Agents and Attorneys: The board shall have power from time to time to appoint agents or attorneys for the Corporation with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

ARTICLE VIII

BANKING ARRANGEMENTS & CONTRACTS

1. Banking Arrangements: The banking business of the Corporation any part thereof shall be transacted with such bank or trust company as the board may designate, appoint or authorize from time to time by resolution, and all such banking business or any part thereof shall be transacted on the Corporation's behalf by such one or more officers or other persons as the board may designate, direct or authorize from time to time by resolution and, to the extent therein provided, including without restricting the generality of the foregoing, the operation of the Corporation's accounts, the making, signing, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders relating to any property of the Corporation; the execution of any agreement relating to any such banking business and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Corporation's behalf to facilitate such banking business.

2. Execution of Instruments: Subject to the provisions of the Act, deeds, transfers, assignments, contracts and obligations on behalf of the Corporation may be signed by the President or a Vice-President together with the Secretary or any other director. Any contract or obligation within the scope of any management agreement entered into by the Corporation may be executed on behalf of the Corporation in accordance with the provisions of such management agreement. Notwithstanding any provisions to the contrary contained in the by-laws of the Corporation the board may, subject to the provisions of the Act, at any time and from time to time direct the manner in which, and the person or persons by whom any particular deed, transfer, contract or obligation or any class of deeds, transfer, contract or obligations of the Corporation may or shall be signed.

ARTICLE IX

FINANCIAL

Until otherwise ordered by the board, the financial year of the Corporation shall end on the 31st day of December in each year or on such other day as the board by resolution may determine.

ARTICLE X

NOTICE

1. Method of Giving Notice by the Corporation: Except as otherwise specifically provided in the Act, the declaration, or the by-laws, any notice, communication or other document, including budgets and notices of assessment required to be given or served by the Corporation, shall be sufficiently given if given:

- i) to an owner, by giving same to him, or to any director officer of the owner, either personally or by ordinary mail, postage prepaid, addressed to him at the address for service given by such owner for the Corporation's register, or if no such address has been given, then to such owner at his respective unit;
- ii) to a mortgagee who has notified the Corporation of his interest, by giving same to him, or to any officer or director of such mortgagee, either personally or by ordinary mail, postage prepaid, addressed to such mortgagee at the address for service given by such mortgagee to the Corporation;
- iii) to the Corporation, by giving same personally to any director or officer of the Corporation, either personally or by ordinary mail, postage prepaid, addressed to the Corporation at its address for service.

If such notice is mailed as aforesaid, the same shall be deemed to have been received and to be effective on the first business day

following the day on which it was mailed.

2. Omissions and Errors: Except as provided in the Act, the accidental omission to give any notice to anyone entitled thereto or the non-receipt of such notice or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting of owners or directors held pursuant to such notice or otherwise founded thereon.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

1. Duties of the Board Re Common Expenses: The common expenses as set forth in the Act and the declaration shall be assessed by the board and levied against the owners in the proportions in which they are required to contribute to the common expenses as designated in Schedule D of the declaration. The board shall from time to time, and at least annually, prepare a budget for the property and determine by estimate the amount of common expenses for the next ensuing fiscal year or remainder of the current fiscal year as the case may be. The board shall allocate and assess such common expenses as set out in the budget for such period, among the owners, according to the proportions in which they are required to contribute to same, and such common expenses shall be payable monthly on the first day of each month during such fiscal year.

2. Duties of the Board Re Reserve Fund: In addition, the board shall make provisions for the reserve fund in the annual budget, for major repair and replacement of common elements and assets of the Corporation. The Corporation shall establish and maintain this reserve fund, and shall collect from the owners as part of their contribution towards the common expenses, amounts that the board determines sufficient for such major repair and replacement, calculated on the basis of expected repair and replacement costs and life expectancy of the common elements and assets of the Corporation. The board shall advise each owner promptly in writing of the total amount of common expenses payable by each owner, respectively, and shall give copies of each budget on which such common expenses are based to all owners

3. Owner's Obligations: Each owner shall be obliged to pay to the Corporation, or as it may direct, the amount of common expenses assessed against each owner, in equal monthly payments on the first day of each and every month for the 12-month period or other period of time to which such assessment is applicable, until such time as a new assessment is given to such owner. If the board so directs, each owner shall forward to the Corporation forthwith a series of twelve post-dated cheques covering the monthly common expense payments payable during the period to which such assessment relates.

4. Extraordinary Expenditures: Extraordinary expenditures not contemplated in the foregoing budget, for which the board shall not have sufficient funds, and funds required to establish reserves for contingencies and deficits, may be assessed at any time during the year in addition to the annual assessment, by the board serving notices of such further assessment on all owners. The notice shall include a written statement setting out the reasons for the extraordinary assessment, and such extraordinary assessment shall be payable by each owner within ten (10) days after the delivery thereof to such owner, or within such further period of time and in such installments as the board may determine.

5. Conveyance of unit: No owner shall be liable for the payment of any part of the common expenses assessed against his unit prior to a transfer by him of such unit but payable by him subsequent thereto, provided that he first gives notice of such assessment to the transferee of the unit.

6. Default in payment of assessment:

- a) Arrears of payments required to be made under the provisions of this Article XI shall bear interest at the rate of twelve per cent (12%) per annum and shall be compounded monthly until paid and .

shall be deemed to constitute a reasonable charge incurred by the Corporation in collecting the unpaid amounts within the meaning of the Act.

- b) In addition to any remedies or liens provided by the Act, if any owner is in default of payment of a common expense assessment levied against him, for a period of fifteen (15) days, the board may bring legal action for and on behalf of the Corporation to enforce collection thereof, and there shall be added to any amount found due, all costs of such action, including costs as between a solicitor and his own client.

ARTICLE XII

. DEFAULT

1. Notice of Unpaid Common Expenses: The board, whenever so requested in writing by an owner or mortgagee entered on the register, shall promptly report to such owner or mortgagee any unpaid common expenses due from, or any other default by, any owner and any other moneys claimed by the Corporation against any owner which are thirty (30) days past due.

2. Notice of Default: The board, when giving notice of default in payment of common expenses or any other default to the owner of the unit, shall concurrently send a copy of such notice to each registered mortgagee of such unit who has requested that such notices be sent to him.

3. Notice of Lien: Where a lien for arrears of common expenses arises in favour of the Corporation pursuant to s. 32(4) of the Act, the Corporation shall, on or before the day a notice of lien is registered, give notice of the lien to every encumbrancer whose encumbrance is registered against the title of the unit, by personal service of the notice or by sending the notice by registered pre-paid post addressed to the encumbrancer at his last known address.

ARTICLE XIII

HOUSE RULES

Rules Governing the Use of Units and Common Elements:

The board may make rules respecting the use of common elements and units, in order to promote the safety, security and welfare of the owners and of the property, or for the purpose of preventing unreasonable interference with the use and enjoyment of the common elements and of other units. Any rules made by the board shall be effective 30 days after notice thereof has been given to each owner, unless the board is in receipt of a written requisition requiring a meeting of owners to consider the rules. If such a meeting of owners is required then the rules shall become effective only upon approval at such meeting.

The rules shall be complied with and enforced in the same manner as the by-laws, but the owners may, at any time, amend or repeal a rule at a meeting of owners duly called for that purpose, and for greater certainty, the rules shall be observed by the owners and all residents tenants, invitees or licensees of the unit.

The rules and regulations attached hereto as Schedule "A" have been adopted by the board and shall be deemed to be effective thirty (30) days after notice thereof has been given to each owner, and which was given on the day succeeding registration of the declaration.

ARTICLE XIV

MISCELLANEOUS

1. Invalidity: The invalidity of any part or parts of this by-law shall not impair or effect in any manner the validity and enforceability of the balance thereof.
2. Gender: The use of the masculine gender in this by-law shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include plural wherever the context so requires.
3. Waiver: No restriction, condition, obligation or provision

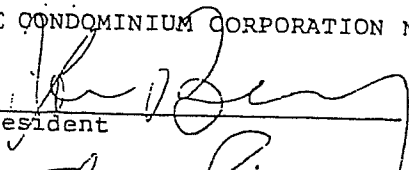
contained in this by-law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.


4. Headings: The headings in the body of this by-law form no part thereof but shall be deemed to be inserted for convenience or reference only.

DATED at Barrie, . . . Ontario, this day of
 , 1981.

Simcoe Condominium Corporation No. 37 hereby enacts the foregoing by-law having been duly approved by the directors of the Corporation and confirmed without variation by the declarant which owns 100 per cent of the units pursuant to the provisions of The Condominium Act.

SIMCOE CONDOMINIUM CORPORATION NO. 37

Per: 
President

Per: 
Secretary

DATED:

35772

SIMCOE CONDOMINIUM CORPORATION NO. 37

1:53pm
27 May 81
conor. index

C37
Rep R. Johnson

BY-LAW NO. 2

PALLET VALO BARSKY & HUTCHESON,
Barristers & Solicitors,
1450 Mississauga Executive Centre,
2 Robert Speck Parkway,
Mississauga, Ontario.
L4Z 1H8

15-

11

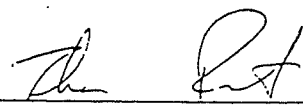
CERTIFICATE

SIMCOE CONDOMINIUM CORPORATION NO. 37 hereby certifies that the By-law No. 2 attached hereto was made in accordance with The Condominium Act, 1978 being Chapter 84 of the Statutes of Ontario, 1978 and any amendments thereto, the Declaration and the By-law of the Corporation, and that the said By-law No. 2 has not been amended and is in full force and effect.

DATED at Barrie, this 25th day of May, 1981.

SIMCOE CONDOMINIUM CORPORATION NO. 37

Per: 
President

Per: 
Secretary

154-Law #17



Document General

Form 4 — Land Registration Reform Act

SoftDocs® 4.1 Wordprocessor Interface

Site ONT. 755

| | | | | | | |
|---------------------|--------------------------------|-----------------|---|--|-----------------------|-------------------------------|
| FOR OFFICE USE ONLY | 422215 | '00 02 18 10 56 | RECEIVED SIMCOE (51) BARRIE | <input type="checkbox"/> Registry <input checked="" type="checkbox"/> Land Titles | (2) Page 1 of 3 pages | |
| | (3) Property Identifier(s) | | Block 59037 | Property 0001 | + | Additional See Schedule |
| | (4) Nature of Document | | APPLICATION TO REGISTER NOTICE OF LEASE (subsection 111 (4) Land Titles Act) | | | |
| | (5) Consideration | | Dollars \$ Nil | | | |
| | (6) Description | | ALL UNITS AND Common elements of COMPARING Simcoe Condominium Corporation #37 City of Barrie County of Simcoe | | | |
| | (7) This Document Contains: | | (a) Redescription New Easement Plan/Sketch | (b) Schedule for: Description | | |
| | Additional: See Schedule | | Additional Parties | | | |

(8) This Document provides as follows:

To The Land Registrar for the Land Titles Division of Simcoe (No. 51)

CLEARNET PCS INC. Hereby applies for entry of a Notice of Lease in respect of the lands registered as PIN 59037-0001 to 59037-0119(LT) in the Land Titles Division of Simcoe (No.51) of which Simcoe Condominium Corporation #37* Are the registered owners of the common elements * AND STAIRS

Notice is hereby given of an unregistered lease dated the 17th of Nov 1997 made between Simcoe Condominium Corporation #37 as Lessor and Clearnet PCS Inc. as Lessee affecting the land described in Box 6 hereof under which the Lessee agreed to rent the premises from the Lessor for term of 5 years commencing December 1, 1998 ending 30 November 2003. The Lessor grants to the Lessee the right to extend the lease for (3) three further and consecutive period(s) of five (5) years. There is no option to purchase contained in the Lease.

The Lessee is prepared to produce the lease to which this notice relates for inspection by any person who can establish an interest in the land described in Box 6 hereof.

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 |
| Simcoe Condominium Corporation #37 (Landlord) | <i>John B. Whelan</i> | 1999 12 17 |
| I have the authority to bind the corporation | | |

(11) Address for Service 181 Collier Street BARRIE, Ontario

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

| Name(s) | Signature(s) | Date of Signature |
|--|----------------------|-------------------|
| | | Y M D |
| CLEARNET PCS INC. (Tenant) | <i>John R. Grant</i> | 1999 12 17 |
| I have authority to bind the Corporation | | |

(13) Address for Service 200 Consilium Place Suite 1600 SCARBOROUGH, Ontario M1H 3J3

| | | | | |
|---------------------|---------------------------------------|--|------------------|-----|
| FOR OFFICE USE ONLY | (14) Municipal Address of Property | (15) Document Prepared by: | Fees and Tax | |
| | 181 Collier Street BARRIE, Ontario | Gregory D.R. Porter Clearnet Inc. 1305 Pickering Parkway, Suite 300 Pickering, Ontario L1V 3P2 | Registration Fee | 2 |
| | | | | NIL |
| | | | Total | 2 |

IN THE MATTER OF THE AUTHORIZATION
OF A LEASE BETWEEN Simcoe
CONDOMINIUM CORPORATION NO. 37
AND CLEARNET PCS INC. By Special By-Law
Under the Condominium Act

AFFIDAVIT

I, John B. Whelan

~~_____~~

Hereby Make Oath and Say:

1. The lease between Simcoe Condominium Corporation No. 37 and Clearnet PCS Inc.
Dated 17th of November 1998 in respect of 181 Collier Street City of Barrie County of Simcoe
was authorized by special By-Law of the Corporation.

SWORN before me at the)
City of Barrie in The County)
Simcoe this 1 day of Dec)
, 1999)

Paul A. Van Boymear
Commissioner etc.

John B. Whelan

Paul Anthony Martin Van Boymear, a Commissioner, etc.,
County of Simcoe, for Classic Consultants (Barrie)
Corporation, and for Process Serving and Landlord
and Tenant Act matters only
Expires February 28, 2000.

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) _____
Common elements of Simcoe Condominium Corporation #37
City of Barrie County of Simcoe

BY (print names of all transferors in full) _____
Simcoe Condominium Corporation #37

TO (see instruction 1 and print names of all transferees in full) _____
Clearnet PCS Inc.

I, (see instruction 2 and print name(s) in full) _____
John R. Grant

MAKE OATH AND SAY THAT:

- 1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
 - (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) _____

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____
Clearnet PCS Inc.

(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(b) of the Act. The land conveyed in the above-described conveyance
 - contains at least one and not more than two single family residences.
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) _____
None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

| | | | |
|--|----|------------|---------------|
| (a) Monies paid or to be paid in cash | \$ | <u>Nil</u> | |
| (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) | \$ | <u>Nil</u> | |
| (ii) Given back to vendor | \$ | <u>Nil</u> | |
| (c) Property transferred in exchange (detail below) | \$ | <u>Nil</u> | |
| (d) Securities transferred to the value of (detail below) | \$ | <u>Nil</u> | |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject | \$ | <u>Nil</u> | |
| (f) Other valuable consideration subject to land transfer tax (detail below) | \$ | <u>Nil</u> | |
| (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) | \$ | <u>Nil</u> | \$ <u>Nil</u> |
| (h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1990, c. 454, as amended) | \$ | <u>Nil</u> | \$ <u>Nil</u> |
| (i) Other consideration for transaction not included in (g) or (h) above | \$ | <u>Nil</u> | \$ <u>Nil</u> |
| (j) TOTAL CONSIDERATION | \$ | <u>Nil</u> | \$ <u>Nil</u> |

All Bla. Must i. Filed Insert " When Applica

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 8) _____
Landlord and Tenant

6. If the consideration is nominal, is the land subject to any encumbrance? N/A

7. Other remarks and explanations, if necessary. The term of the lease including any renewal, extensions or options contained in the lease arrangement and any other document cannot exceed fifty (50) years.
No other to be claimed

Sworn before me at the City of Toronto
in the Province of Ontario
this 15th day of Feb., 2000

[Signature]
A Commissioner for taking Affidavits, etc.

[Signature]
Signature(s)
John R. Grant

Property Information Record

A. Describe nature of Instrument: Notice of Lease

B. (i) Address of property being conveyed (if available) 181 Collier Street Barrie, Ontario

(ii) Assessment Roll No. (if available) _____

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 181 Collier Street

D. (i) Registration number for last conveyance of property being conveyed (if available) _____

(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known

E. Name(s) and address(es) of each transferee's solicitor
Clearnet PCS Inc.
200 Consilium Place Suite 1600
SCARBOROUGH, ONTARIO M1H 3J3

For Land Registry Office Use Only

Registration No. _____

Registration Date _____ Land Registry Office No. _____

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes No
- (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
- (c) Do all individual transferees have French Language Education Rights? Yes No
- (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

SITE LEASE

This Lease is made as of NOVEMBER 17, 1998.

BETWEEN: Simcoe Condominium Corporation # 37, (the "Lessor") and CLEARNET PCS INC.

A. The Lessor represents and warrants to Clearnet that it is the owner or lessee of the real property(ies) described in Schedule "A" (the "Premises") or is the properly authorized agent of such owner or lessee and has the authority to enter into this Lease.

B. The Lessor has agreed to grant to Clearnet a lease to it of the area(s) described in Schedule "B" (the "Site") being a portion of the Premises.

NOW THEREFORE for the rent (plus applicable sales tax and goods and services tax) set out in Section 1 payable by Clearnet to the Lessor and the following covenants, conditions and agreements, the Lessor hereby leases to Clearnet the Site together with its appurtenances herein described all on the Terms and Conditions set out below.

Subject to receipt by Clearnet of necessary regulatory and municipal consents with respect to Clearnet's proposed use of the Site, the Lessor grants to Clearnet:

- (i) the right to build, maintain, occupy and use on the Site an equipment building (the "Shelter") or other designated room described in Schedule "B";
- (ii) the right to construct, install, operate, maintain and repair on the Site such equipment, devices and trade fixtures (collectively, the "Equipment") as may be necessary for the carrying on of Clearnet's telecommunications business;
- (iii) rights of access, including appropriate easements, servitudes and rights of way on, over and through the Premises, with personnel, vehicles and necessary equipment to the Site and its appurtenances; and
- (iv) the right to use the Site, including the Shelter and the Equipment, for the purpose of a telecommunications business and any other purposes as are incidental thereto.

TO HAVE AND TO HOLD for a term of five (5) years (the "Term") commencing on DECEMBER 1, 1998 (the "Commencement Date") and ending on NOVEMBER 30, 2003 and any extension term(s) as provided in Section 2; all in accordance with and subject to the Terms and Conditions hereinafter provided.

Address of Grantor:
Simcoe Condominium Corporation # 37
181 Collier Street, Barrie, Ontario, L4M 4V1
 Attention: Bob Hancock
 Facsimile: 705-722-0242
 Telephone: 705-722-3700

CLEARNET PCS INC.
 1305 Pickering Parkway, Suite 300
 Pickering, Ontario L1V 3P2
 Attention: Real Estate Director
 Facsimile: 1-800-788-6622
 Telephone: 1-800-815-5715

Simcoe Condominium Corporation # 37
 (Name of Lessor)

By: [Signature]
 Name: Bob Hancock
 Title:

CLEARNET PCS INC.

By: [Signature]
 Name: J. Scott Annyll
 Title: Manager Real Estate

RECEIVED

OCT 26 1998

REAL ESTATE

TERMS AND CONDITIONS

1. **Rental Rate.** For the rights granted by the Lessor to Clearnet, Clearnet shall pay to the Lessor rent at the rate of \$ 8400.00 per annum plus applicable provincial sales tax and goods and services tax, in equal monthly instalments of \$ 700.00 on or before the first (1st) day of each month, during the Term (and any extension term(s) as provided below); provided that the Lessor has properly obtained a registration number for GST purposes and has communicated same to Clearnet.
2. **Rights of Extension.** The Lessor hereby grants to Clearnet the rights to extend the Term of this Lease for three (3) further and consecutive period(s) of five (5) years each without notice. Each right shall be automatically exercised and shall not require any prior notice in writing and shall take effect unless Clearnet specifically elects not to exercise any such right at least ninety (90) days prior to the end of the Term or relevant extension term. Each such extension term will be upon the same terms and conditions as are herein contained for the Term except that the rent in each such extension term shall be equal to the rent prevailing in the immediately preceding five year period changed by an amount equal to the change in the Canadian Consumer Price Index (all items) in such immediately preceding period.
3. **Unsuitability For Clearnet's Purposes.** If, at any time during the Term or any extension thereof, any structure, work, or other impediment of any nature whatsoever screens, baffles or interferes in any way with the signals sent from or received in the Site, or should the construction of or the operation of the Site, the Shelter or the Equipment, in the opinion of Clearnet (i) be or become commercially impractical, (ii) lose a material degree of functionality or (iii) be or become impossible by reason of government decision, law, order or regulation, Clearnet may terminate this Lease without damages or penalty by giving ninety (90) days written notice to the Lessor.
4. **Covenants of Clearnet.**
 - (a) **Safety and Maintenance** - Clearnet shall install, operate, ground and maintain its Equipment and the Shelter, in a good and workmanlike manner in accordance with sound engineering standards and at a level of repair consistent with first class building standards.
 - (b) **Taxes, Rates and Assessments** - Clearnet will pay as and when due all taxes, rates and assessments, including increases in real or immovable property taxes, that are levied, charged or assessed with respect to any business carried on by Clearnet on or from the Premises.
 - (c) **Electricity Charges** - Clearnet shall pay for the electrical connections and all electricity charges attributable to Clearnet's operations at the Site either by having installed a separately metered hydro service or, in circumstances where the local utility will not install a separate meter, Clearnet shall install a submeter and shall compensate the Lessor for Clearnet's electricity consumption on a monthly basis, provided that any such compensation is based on existing rates of the local utility. If technologically feasible, the Lessor shall allow Clearnet to install electrical connections to the Lessor's emergency power generator on the Premises for emergency use by Clearnet in the case of any failure of hydro service to the Site and Clearnet shall pay all costs attributable to such connections.
 - (d) **Government Regulation** - Clearnet shall, at its own expense, at all times ensure that the installation, operation and maintenance of its Equipment (including any antenna tower that may be constructed by Clearnet) and the Shelter comply with the laws, directions, rules and regulations of relevant governmental authorities, including all applicable building codes, and Industry Canada and Transport Canada requirements.
 - (e) **Interference** - Clearnet covenants that Clearnet's operation of its radio system(s) shall not cause material interference or degradation of any other signals lawfully transmitted or received within or on the Premises. If such interference or degradation is reasonably demonstrated to Clearnet, Clearnet upon receiving notice from the Lessor shall use all reasonable endeavours to immediately correct the problem.
 - (f) **Removal of Equipment by Clearnet** - Clearnet shall remove the Equipment from the Premises within ninety (90) days after the termination of this Lease and shall restore the Site to the condition it was at the date first above written, reasonable wear and tear excepted.
5. **Covenants of the Lessor.**
 - (a) **Quiet Possession** - The Lessor has good right, full power and absolute authority to grant this Lease to Clearnet and covenants that Clearnet shall peaceably and quietly hold and enjoy the Site and its appurtenances, subject to the terms and conditions of this Lease. The Lessor shall not make any change to the Site and its appurtenances at any time throughout the duration of this Lease without the prior written consent of Clearnet and no such change shall adversely affect the use being made by Clearnet of the Site.
 - (b) **Access** - By way of appropriate easements, servitudes and rights of way on, over and through the Premises, the Lessor shall provide to Clearnet and its authorized representatives and agents, uninterrupted access with or without vehicles on a twenty-four (24) hours a day, seven (7) days a week basis to the Site and its appurtenances, and such other rights as are necessary to enable Clearnet to install, maintain and operate the Shelter and the Equipment, including but not limited to connecting its installation to the local utility.
 - (c) **Exclusivity** - Throughout the Term and all extensions thereof, the Lessor shall not use or grant a licence or lease space to any other person(s) for the purpose of the installation and operation of wireless communications equipment on or about the Premises or adjacent lands owned by the Lessor, without the prior written consent of Clearnet.
6. **Clearnet's Equipment.**
 - (a) The Shelter and the Equipment will remain the property of Clearnet and notwithstanding the attachment or affixation of any of the Shelter and the Equipment to the Premises in any manner, all of the Shelter and the Equipment shall remain items of personal or moveable property and not fixtures.
 - (b) Clearnet may make any alterations and/or improvements on the Site during the Term and any extensions thereof without obtaining the prior consent of the Lessor. Such alterations and/or improvements may include, but are not limited to the addition of antennas, microwave dishes and/or various equipment deemed necessary by Clearnet on the Site.
7. **Insurance.** Clearnet will at all times throughout the Term and any extension(s) thereof maintain:
 - (a) All-Risk Property Insurance covering the full insurable replacement cost of all of its undertaking, the Shelter and the Equipment located pursuant to this Lease without deduction for depreciation and with reasonable deductibles; and
 - (b) Commercial General Liability Insurance coverage in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury and Property Damage. Such policy shall extend to include the Lessor as an additional insured but solely with respect to any liability arising out of Clearnet's premises, property or operations.
- At the Lessor's request, Clearnet shall provide a Memorandum of Insurance evidencing that said coverages are in force and shall also notify the Lessor in advance of any material change in coverage or cancellation of any such policy.
8. **Lessor not Liable.** Other than for the negligent acts or omissions or the wilful and wrongful acts or omissions of the Lessor or the Lessor's employees or those persons authorized by the Lessor to be on the Premises, the Lessor shall not be liable to Clearnet for any interference, inconvenience or damage to the Shelter or any part of Clearnet's Equipment or any indirect or consequential damage resulting from any cause including, without limitation, by failure or interruptions in the supply of electricity or other utility or by fires, severe conditions or other natural catastrophes or for any cause whatsoever which is beyond the reasonable control of the Lessor.

9. **Clearnet not Liable.** Other than for the negligent acts or omissions or the wilful and wrongful acts or omissions of Clearnet or Clearnet's employees and those persons authorized by Clearnet to be on the Premises, Clearnet shall not be liable to the Lessor for any costs incurred or losses or damages suffered by the Lessor.

10. **Default.** Upon the material default by either party of any of its covenants or obligations under this Lease, the party not in default may terminate this Lease if such default is not remedied within thirty (30) days of the defaulting party receiving notice from the party not in default of such default or within such longer period as is reasonable in the circumstances so long as the party in default is diligently moving to remedy the same.

11. **Clearnet's Financing Arrangements.**

(a) The Lessor acknowledges that Clearnet has entered into, and will be entering into, certain financing arrangements which may require an assignment or hypothecation of Clearnet's rights and obligations under this Lease as well as the granting of a security interest in the personal or moveable property of Clearnet located at the Premises. The Lessor consents to any such assignment, hypothecation or granting of a security interest. Notwithstanding any other provision in this Lease, the Lessor agrees that: (i) the Lessor shall, at the request of Clearnet, acknowledge in writing such assignment, hypothecation or granting of a security interest, in such form as the relevant financier may reasonably require; (ii) the Lessor shall deliver to the financier(s) a copy of any default or termination notice given to Clearnet under this Lease concurrently with the delivery of any such notice to Clearnet, provided that the Lessor is notified of the name and address of the relevant financier(s); (iii) prior to the Lessor becoming entitled to terminate the Lease, the financier(s) shall have the right (but not the obligation) for a period of fifteen (15) days following notice from the Lessor of a default by Clearnet, to perform any of the defaulted obligations of Clearnet; (iv) if any financier appoints a receiver or receiver manager or exercises any rights under its security and provided all covenants under the Lease are being performed (a) payment of rent will not accelerate, (b) the Lessor will not exercise any right to take possession of the Site, and (c) the term of the Lease will not expire; (v) upon any enforcement by any financier of its security with respect to this Lease, the financier shall have the right, upon notice to the Lessor, to assign the rights and obligations of Clearnet under this Lease to any person or persons, subject to prior approval by the Lessor, which approval shall not be unreasonably withheld or delayed; and (vi) all machinery, equipment and other assets located at the Site are the property of Clearnet and are subject to the financier's security which shall have priority and any financier or its receiver can remove such machinery, equipment and other assets provided any damage caused by such removal is repaired. Any assignee of the Lessor shall agree to comply with these provisions prior to any assignment of the Lease.

(b) For the purposes of this Section 11, Clearnet is executing this Lease for itself and as an agent for the financiers referred to herein with whom Clearnet may be entering into financing arrangements from time to time.

12. **Registration.** Clearnet shall not publish or register this Lease. Clearnet may register a notice of lease or caveat on title to the Premises in respect hereof stipulating Clearnet's interest, the Term, any rights to extend and, when applicable, a short form of lease and the Lessor will execute any documents required to effect such registration. The Lessor also agrees to use its best efforts to obtain a non-disturbance agreement from any mortgagee(s) on the Premises in such form as Clearnet may reasonably require.

13. **Assignment.** Subject to Section 11 above, this Lease shall not be assignable by Clearnet without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Clearnet may, without consent: (i) assign its rights and obligations under this Lease to any affiliated entity; (ii) sublet a portion of the Site and its appurtenances to any affiliated entity; and (iii) license to a third party a portion of the Site and its appurtenances, for use as a telecommunications antenna site.

14. **Successors and Assigns.** This Lease shall enure to the benefit of and be binding upon the successors and assigns of the Lessor and the successors and permitted assigns of Clearnet, and no assignee or successor of the Lessor (including any transferee of or successor in title to the Premises) shall challenge the validity or enforceability of any aspect of this Lease and every assignee or successor of the Lessor shall be bound by all obligations of the Lessor hereunder.

15. **Governing Law; Language.** The provisions of this Lease shall be governed by and interpreted in accordance with the laws of the Province in which the Site is located and the parties hereto attorn to the exclusive jurisdiction of the courts of that Province. The parties have requested that this Lease and all related documents be in English. Les parties ont exigé que ce bail et tous les documents s'y rapportant soient rédigés en anglais.

16. **Entire Lease; Survey.** This Lease, including the Schedules, may not be amended or modified except by written instrument executed by both parties. Notwithstanding the foregoing, if, following the execution of this Lease, Clearnet obtains a survey which identifies the location of the Site, it shall be attached hereto as Schedule "C" and shall take precedence over Schedule "B" and form part of this Lease. Each of the parties respectively acknowledges that the nature and scope of each of the clauses of this Lease have been adequately explained to it.

17. **Facsimile Transmissions; Notice.** The parties agree that this Lease may be executed by either party and forwarded to the other party by facsimile transmission and receipt by facsimile transmission of a copy of this Lease executed by a party shall bind the party so sending the facsimile transmission. Any notice contemplated or provided for under this Lease shall be given by personal delivery or facsimile transmission, which transmission is to be confirmed, to the addresses set out opposite the signatures of the parties above.

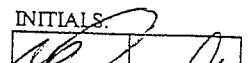
18. **Additional Properties.** The Lessor hereby grants to Clearnet for a period of twenty-four (24) months following the Commencement Date an irrevocable and exclusive option to lease from the Lessor any or all of the properties described in the attached Schedule "D" upon the same terms and conditions as are herein contained.

19. **Severability.** Should any provision or provisions of this Lease be determined to be void or unenforceable in whole or in part, it or they shall be deemed not to affect or impair the validity or enforceability of any other provision and it or they shall be considered separate and severable from the Lease and its remaining provisions which shall remain in force and be binding on the parties.

20. **Authorization.** As provided in the attached letter, the Lessor hereby authorizes Clearnet to obtain any information from any person, with respect to the Premises, that Clearnet may require for the purposes of exercising its rights under this Lease and the Lessor agrees to execute same to confirm the foregoing.

21. **Schedules.** Schedules and other documents attached or referred to in this Lease, including without limitation, the Schedules indicated below, are an integral part of this Lease.

- Schedule "A" -
- Schedule "B" -
- Schedule "C" -
- Schedule "D" -
- Schedule "E" -
- Authorization Letter -

INITIALS




SITE NO.: _____

SCHEDULE "A"

DESCRIPTION OF PREMISES

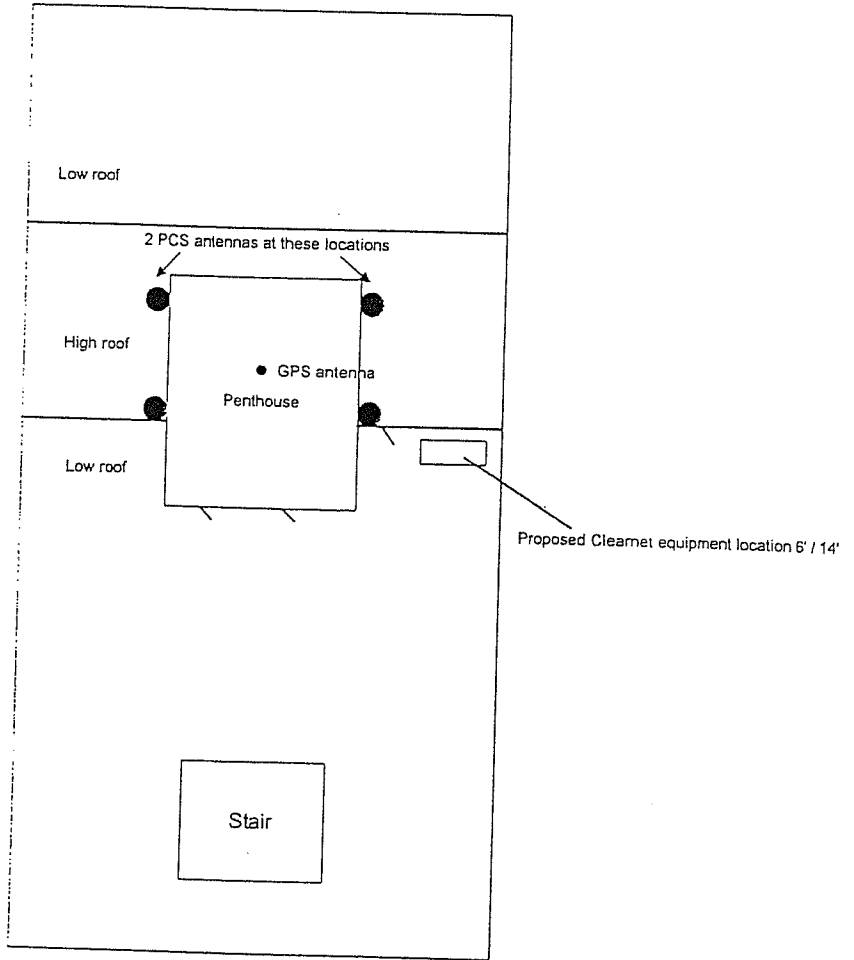
Real property located in the City of Barrie, in the County of Simcoe, in the Province of Ontario, known municipally as 181 Collier Street and with the following legal description: SIMCOE CONDOMINIUM PLAN NO. 37.

INITIALS:

| | |
|---|---|
|  |  |
|---|---|



Collier St



Kempenfelt Bay

- ☉ Denotes proposed location of Clearnet Microwave Dishes
- Denotes proposed location of Clearnet Antennas

Site description and Sketch: 181 Collier St. / The Bay Club Condominium / Barrie Downtown

Notes: Plan not to scale

Antenna mount and Microwave dish locations are "proposed only", locations are subject to change. Notwithstanding any antenna mounts or microwave dishes currently shown (or not shown). Lease allows for modification, addition or reconfiguration. Easements identified in the sketch are approximations to be confirmed on a survey.

clearnet

SCHEDULE B

on755-02p.vsd

Drawn By: PDV

Date Created: 8/30/98

Initials

PDV

Revised:

By:

SCHEDULE "E"

Amend Section 1.

1. Rental Rate.

Change this section to read; "For the rights granted by the Lessor to Clearnet, Clearnet shall pay to the Lessor rent at the rate of \$ 8400.00 per annum plus applicable provincial sales tax and goods and services tax, in advance of the start of construction and from that time annually on or before the first (1st) day of the month in which the Lease execution anniversary date lease falls, during the Term (and any extension term(s) as provided below); provided that the Lessor has properly obtained a registration number for GST purposes and has communicated same to Clearnet."

Amend Section 2.

2. Rights of Extension

Add to the end of the Clause; "...the rent in each extension term shall be equal to the rent prevailing in the immediately preceding five-year period changed by an amount equal to the change in the Canadian Consumer Price Index (all items) at the beginning of such immediately preceding period."

Amend Section 3.

3. Unsuitability For Clearnet's Purposes

Add to the end of the Clause; "Provided that in the event of cancellation, Clearnet shall not be entitled to the return of any rent paid."

Amend Section 4.

4. Covenants of Clearnet.

"Clearnet covenants that Clearnet's operation of its radio or any other systems shall not cause material interference or degradation of any other signals lawfully transmitted or received within or on the Premises. If any interference or degradation is reasonably demonstrated to Clearnet, Clearnet upon receiving notice from the Lessor shall use all reasonable endeavours to immediately correct the problem. If the problem is not corrected within ninety (90) days of receiving notice, then Clearnet shall turn off its Equipment until such time as the problem can be corrected."

Amend Section 9.

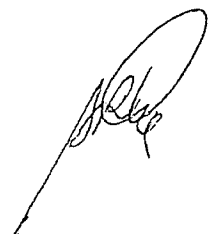
9. Clearnet not Liable.

Delete this entire section.

Amend Section 11.

11.(a) Clearnet's Financing Arrangements.

Add to the end of the Clause; "Clearnet will from time to time inform the Landlord of the name and address of the relevant financier(s)"



OPTION TO LEASE

Site No.: ON 755 02

This option is granted this 17 day of NOVEMBER 1998.

By Simcoe Condominium Corporation # 37 ("Grantor") to and in favour of CLEARNET PCS INC. ("Clearnet")

A. *The Grantor represents and warrants to Clearnet that it is the owner or lessee of the real property(ies) described in the attached form of site lease or is the properly authorised agent of such owner or lessee and has the authority to grant this option.*

B. *The Grantor has agreed to grant to Clearnet an option to lease the area(s) described in the attached form of site lease.*

In consideration for the payment or the promise of payment by Clearnet to the Grantor of **One Thousand (CND. \$1,000.00) Dollars** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Clearnet an exclusive and irrevocable option for a period of three hundred and sixty-five (365) days from the date hereof (the "Option Period") to lease from the Grantor the area(s) described in the attached form of site lease on the terms and conditions set out therein.

This option may be exercised at any time during the Option Period by Clearnet: (a) indicating the Commencement Date (which shall be a date within the Option Period) and corresponding ending date on the attached site lease; (b) executing the attached site lease; and (c) providing the fully executed site lease (which may be by facsimile transmission) to the Grantor at the address shown below. Throughout the Option Period:

(i) Clearnet may enter onto the Premises (as defined in the attached form of site lease) to conduct necessary testing (at Clearnet's sole cost and expense); and

(ii) the Grantor will not act or omit to act in any manner that could reasonably be expected to have the effect of rendering the exercise of this option less desirable to Clearnet than it is on the date hereof.

Without limiting the generality of the foregoing, the Grantor will not dispose of its interest in the area(s) described in the attached form of site lease unless the acquirer of such interest has agreed to be bound by this option. The parties have requested that this option and all related documents be in English. Les parties ont exigé que ce bail et tous les documents s'y rapportant soient rédigés en anglais.

Address of Grantor:

Simcoe Condominium Corporation # 37
181 Collier Street, Barrie, Ontario, L4M 4V1
Attention: Bob Hancock
Facsimile: 705-722-0242
Telephone: 705-722-3700

Simcoe Condominium Corporation # 37
(Name of Grantor)

By: [Signature]
Name: Bob Hancock
Title:

CLEARNET PCS INC.
1305 Pickering Parkway, Suite 300
Pickering, Ontario L1V 3P2
Attention: Real Estate Director
Facsimile: 1-800-788-6622
Telephone: 1-800-815-5715

CLEARNET PCS INC.
By: [Signature]
Name: Scott Anwyll
Title: Manager, Real Estate

RECEIVED

OCT 26 1998

FORM 11 – CERTIFICATE IN RESPECT OF A BY-LAW

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

Simcoe Condominium Corporation No. 37 (known as the "Corporation") certifies that:

1. The copy of By-law Number 8, 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 5th day of November, 2003.

SIMCOE CONDOMINIUM CORPORATION NO. 37

Per: [Signature]
Name: K.B. RODGER
Title: PRESIDENT

Per: [Signature]
Name: JAMES C. SMYLIE
Title: SECRETARY / TREASURER
I/we have authority to bind the Corporation

BY-LAW NUMBER 8

(Standard Unit)

SIMCOE CONDOMINIUM CORPORATION NO. 37 (the "Corporation")

WHEREAS pursuant to Sections 56(1)(h), 89 and 99 of the *Condominium Act, 1998*, (the "Act") the Board of Directors of the Corporation has the authority to pass a by-law relating to a Standard Unit;

AND WHEREAS the Board of Directors of the Corporation deem it appropriate to pass a by-law relating to a Standard Unit.

NOW THEREFORE be it enacted as a By-Law of the Corporation as follows:

1. That the Corporation will have only one class of Standard Unit as described herein.
2. That a Standard Unit for the purpose of determining the responsibility for repairing after damage improvements to units and for insuring units, shall be defined as follows:
 - (a) as described in Schedule "C" of the Declaration of the Corporation, together with the following which are located within such unit boundaries or as otherwise specifically included herein and as originally constructed; and
 - (b) General Finishes
 - Standard quality solid oak front entry door (apartment only)
 - Standard quality metal front entry door (townhouse only)
 - Sliding closet doors (other than laundry closet)
 - Double glass quality windows throughout unit
 - Dual single pane sliding glass doors with screen on main level
 - Dual single pane sliding glass doors with screen on lower level (townhouse only)
 - Unscreened balcony
 - Painted hollow-core interior doors and closets
 - One primer coat and two finish paint coats throughout
 - Textured ceiling in all rooms except kitchen and bathrooms
 - Three inch plain baseboard, casing and quarter-rounds
 - Standard hardware throughout
 - All drywall, vapor barrier and insulation, as originally constructed

Mechanical

- Standard quality plumbing fixtures

Flooring

- 40 ounce wall-to-wall broadloom throughout with under padding except kitchen and bathrooms
- Standard vinyl flooring in kitchen, utility room and ceramic tile in bathrooms (apartment only)
- Standard vinyl flooring in kitchen and bathrooms (townhouse only)

FORM 11 – CERTIFICATE IN RESPECT OF A BY-LAW

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

Simcoe Condominium Corporation No. 37 (known as the "Corporation") certifies that:

1. The copy of By-law Number 9, 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 5th day of November, 2003.

SIMCOE CONDOMINIUM CORPORATION NO. 37

Per:

K.B. Rodger
Name: K.B. RODGER
Title: PRESIDENT

Per:

James C. Smylie
Name: JAMES C. SMYLIE
Title: SECRETARY / TREASURER
I/we have authority to bind the Corporation

FORM 11 – CERTIFICATE IN RESPECT OF A BY-LAW

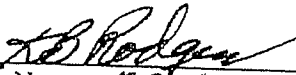
(under subsection 56(9) of the *Condominium Act, 1998*)

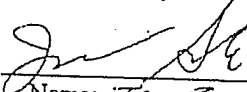
Simcoe Condominium Corporation No. 37 (known as the "Corporation") certifies that:

1. The copy of By-law Number ¹⁰~~7~~, 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 5th day of November, 2003.

SIMCOE CONDOMINIUM CORPORATION NO. 37

Per: 
Name: A.S. RODGER
Title: PRESIDENT

Per: 
Name: JAMES C. SMYLIE
Title: SECRETARY / TREASURER
I/we have authority to bind the Corporation

BY-LAW NUMBER ~~7~~ 10

(Increasing Number of Directors)

SIMCOE CONDOMINIUM CORPORATION NO. 37
(the "Corporation")

WHEREAS Article VI of By-law No. 1 of the Corporation states that in order to change the number of directors currently set at five (5), a new By-law is required to be passed;

AND WHEREAS the Corporation desires to increase the number of directors represented on the Board from five (5) to seven (7) members.

NOW THEREFORE be it enacted as a By-Law of the Corporation as follows:

Until amended by By-law, the number of directors shall be seven (7) of whom four (4) shall constitute a quorum for the transaction of business at any meeting of the Board. At the owners' meeting at which this By-law is approved, two (2) additional directors may be elected to the Board of Directors each for a term of three (3) years and shall continue to act as directors until their successors are elected.

The foregoing By-law No. ~~7~~¹⁰ is hereby passed by the Directors of the Corporation (subject to the required consent of owners) pursuant to the Act at a meeting of Directors duly called and held.

DATED this 20th day of October, 2003.
K.B. Rodger J. A. c/s
President Secretary

The foregoing By-law No. ~~7~~¹⁰ is hereby consented to by owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on this 18th day of September, 2003 in accordance with the requirements of the Act.

DATED this 5th day of November, 2003.
K.B. Rodger J. A. c/s
President Secretary

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

Simcoe Condominium Corporation No. 37
(known as "the Corporation") certifies that:

1. The copy of By-Law Number 11 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 at a duly called meeting, held June 12th, 2008.

Dated the 15th day of July, 2008

Simcoe Condominium Corporation No. 37

Per: _____

Name: Gary Lyon

Title: President

Per: _____

Name: Al. Collins

Title: Secretary

We have the authority to bind the Corporation

BY-LAW NUMBER 11

(By-law to amend By-law Number 1)

SIMCOE CONDOMINIUM CORPORATION NO. 37
(the "Corporation")

WHEREAS Section 12 of Article IV to By-law Number 1 addresses voting proxies.

AND WHEREAS the *Condominium Act, 1998* has provided increased detail governing the information required in a proxy for the election or removal of a director than its predecessor legislation;

AND WHEREAS the Corporation deems it proper to amend By-law Number 1 to specify the requirements for the information to be included in a proxy for the election or removal of a director;

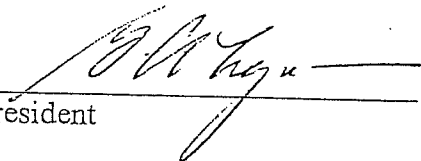
NOW THEREFORE be it enacted as a By-law of the Corporation as follows:

By-law Number 1 is hereby amended by adding the following to the end of Section 12 of Article IV with the following:

An instrument appointing a proxy for the election or removal of a director at a meeting of owners shall state the name of the directors for and against whom the proxy is to vote.

The foregoing By-law No. 11 is hereby passed by the Directors of the Corporation (subject to the required consent of the owners) pursuant to the *Act* at a meeting of directors duly called and held.

Dated this 6TH day of MAY, 2008.



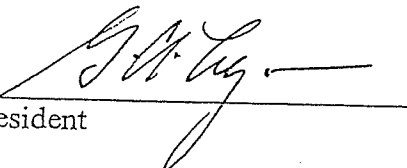
President



Secretary c/s

The foregoing By-law No. 11 is hereby consented to by owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on this 12TH day of JUNE, 2008 in accordance with the requirements of the *Act*.

Dated this 15TH day of July, 2008.



President



Secretary c/s

FORM 11

Condominium Act, 1998

CERTIFICATE IN RESPECT OF A BY-LAW

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

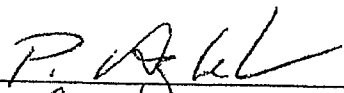
Simcoe Condominium Corporation No. 37
(known as "the Corporation") certifies that:

1. The copy of By-law No. 12 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 at a duly called meeting held June 17th, 2010.

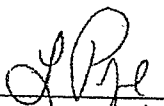
Dated the 20th day of JULY, 2010

Simcoe Condominium Corporation No. 37

Per:


Name: PETER HAZLEWOOD
Title: PRESIDENT

Per:


Name: LOUISE POPE
Title: SECRETARY

We have the authority to bind the Corporation

BY-LAW NO. 12

(By-Law to Repeal By-Law Numbers 3, 4, 5 & 6)

**SIMCOE CONDOMINIUM CORPORATION NO. 37
(the "Corporation")**

NOW THEREFORE be it enacted as a By-Law of the Corporation as follows:

By-Law #3 is hereby repealed
By-Law #4 is hereby repealed
By-Law #5 is hereby repealed
By-Law #6 is hereby repealed

The foregoing By-Law No. 12 is hereby passed by the Directors of the Corporation **(subject to the required consent of the owners)** pursuant to the *Condominium Act, 1998*, at a meeting of directors duly called and held.

Dated this 18th day of MAY, 2010

X P. Hazelton
President: Peter Hazelton

X [Signature]
Secretary:

OWNERS CONSENT

The foregoing By-Law No. 12 is hereby consented to by owners who own a majority of the units of the Corporation at a meeting of the owners duly called and held on this 17th day of JUNE, 2010, in accordance with the requirements of the *Condominium Act, 1998*.

Dated this 20th day of JULY, 2010

P. Abel
President:

[Signature]
Secretary: