BY-LAW I

GENERAL BY-LAWS OF BURNHAMWOOD CO-OPERATIVE HOMES INC.

BE IT ENACTED as a By-Law of BURNHAMWOOD CO-OPERATIVE HOMES INC. as follows:

ARTICLE 1 – INTERPRETATION

1. In theses By-Laws and elsewhere, BURNHAMWOOD CO-OPERATIVE HOMES INC. may be referred to as "the Co-Operative" or the "Co-op".

2. In all By-Laws of the Co-operative, the singular shall include the plural and the plural the singular; the masculine shall include the feminine and the feminine the masculine; the word "person" shall include firms and corporations; and word "Act" shall mean The Co-operative Corporations Act, R.S.O. 1980, c.91 and Regulations thereto and any Act that may be substituted thereof, or as from time to time amended. Wherever reference is made in this By-Law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendment to said statute or section, as the case may be.

ARTICLE II – GENERAL

1. The head office of the Co-operative shall be located at the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario, and at such place therein as the Directors may from time to time determine.

2. The corporate seal of the Co-operative shall have inscribed thereon the words BURNHAMWOOD CO-OPERATIVE HOMES INC., and the seal impressed in the margin of these By-Laws is hereby adopted as the corporate seal of the Co-operative.

ARTICLE III - MEMBERSHIP AND MEMBER LOANS

1. Membership in the Co-operative shall consist of those persons whose written applications for membership, accompanied by such non-returnable membership fee as is prescribed in the articles, have been approved by the Directors.

2. The Directors may refuse to accept any application for membership without giving reasons, and if application is not accepted, any payment forwarded with it shall be refunded without interest.

3. The Co-operative may from time to time provide that each applicant for membership in the Co-operative at the time of his application shall make a loan to the Co-op in such an amount and upon such terms and conditions as prescribed by the vote of the general membership at a meeting of the members duly called for the purpose.

4. Membership in the Co-op shall not be transferable unless authorized by the Directors and shall terminate with death.

5. If a member does not transact any business with the Co-op for a period of sixty (60) days, subject to Clause 7, the Directors may terminate his membership.

6. A member of the Co-operative may be expelled from membership by the Directors for cause, providing the procedure for expulsion is in accordance with the Act.

7. If a member fails to pay his/her housing charge or other charges owing to the Co-operative as required, and if that member has a "member loan" on deposit with the Co-operative, the Directors may at any such time order that the amount of the member loan up to the amount of indebtedness be applied to the overdue account of the member. Any monies so applied shall be deemed to be payment to the member on account of the loan.

ARTICLE IV - MEETING OF MEMBERS

1. The Annual Meeting of the members for the election of the Directors and the transaction of such other business as may properly be brought before an annual meeting of the members shall be held at the head office of the Co-op or at such other place in the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario, as the Directors may determine, but not later than six (6) months after the end of the fiscal year.

2. Other meetings of the members may be called by the order of the President, Vice-President, or the Directors at any time and at any place within the City of Mississauga, in the Regional Municipality of Peel, and the Secretary shall send the requisite notice of such meeting to the members of the Co-op.

3. (a) Five (5) percent of the members of the Co-operative may requisition the Directors to call a general meeting of the members for any purpose connected with affairs of the Co-op that is not inconsistent with the Act.

(b) The requisition shall state the general nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the head office of the Co-operative and may consist of several documents in like form, each signed by one or more requisitionists.

(c) Upon deposit of the requisition the Directors shall call forthwith the meeting of the members for the transaction of the business stated in the requisition.

(d) If within thirty (30) days from the date of the deposit of the requisition the Directors do not call and hold the meeting, any of the requisitionists may call such meeting, which shall be held within sixty (60) days from the date of the deposit of the requisition.

(e) A meeting called under this section shall be called as nearly as possible in the same manner as meetings of members are called under Sections 1 and 2 of this Article.

(f) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to call such meeting shall be repaid to the requisitionists by the Co-operative unless, at the meeting, the members by a majority of the votes cast, reject the reimbursement of the requisitionists.

4. At a meeting of the members called under Section 2 or 3 of this Article only the business stated in the notice calling such meeting may be transacted.

5. Notice of any annual or other meeting of the members shall be deemed to be well and sufficiently given if such notice is hand delivered or sent by prepaid post letter addressed to each member at his residence, or at his address as entered in the books of the Co-operative and mailed or delivered at least ten (10) days but no more than fifty (50) days prior to the date fixed for the holding of such meeting.

6. When notice is received generally by the members, the accidental omission to give notice to any member thereof or the non-receipt of any notice by any member thereof shall not invalidate any resolution passed or any proceedings taken at such meeting.

7. Voting by proxy shall not be permitted.

8. Two (2) members present in person shall be a quorum for any meeting of members for the choice of a chairman and the adjournment of the meeting; for all other purposes a quorum for any meeting shall be twenty-five (25) members or twelve (12) percent of the members, whichever is the lesser, present in person. No business shall be transacted at any meeting unless the quorum requisite be present at the commencement of the business.

9. If at any annual or other meeting of the members a quorum is not present within thirty (30) minutes of the time for which the meeting is called, the meeting, if convened upon requisition of the members, shall be dissolved, and in any other case a presiding officer shall adjourn the meeting to a date not less than seven (7) and not more than fifteen (15) days thereafter. The decision of the adjourned meeting shall be binding upon the Co-operative provided that at least two (2) members are present. Notice of the adjourned meeting shall be given by the Secretary in the manner herein provided five (5) days previous to the date of the scheduled resumption of the adjourned meeting.

ARTICLE V - BOARD OF DIRECTORS

1. The business of the Co-operative shall be under the direction and control of the Board of ten (10) Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Co-operative and are not by the By-Laws of the Co-operative or by statute expressly directed or required to be done by the Co-operative at meetings of the members.

2. At each Annual Meeting five (5) Directors shall be elected to serve for a term of two (2) years. If there are more than five (5) positions available on the Board at the Annual Meeting, the five (5) candidates receiving the most votes shall serve for a two (2) year term, and the remaining positions will be filled by candidates receiving the next highest number of votes, and the term shall be for one (1) year.

3. Each Director so elected shall be at least eighteen (18) years of age and a member of the Co-operative.

4. No undischarged bankrupt or mentally incompetent person shall be a Director, and if a Director becomes bankrupt or a mentally incompetent person, he thereupon ceases to be a Director.

5. At a meeting where Directors are to be elected, the meeting, before nominations are called for shall choose its chairman for the purpose of conducting the elections. Election of Directors shall be by ballot.

6. A member who is elected or appointed a Director is not a Director unless the member was present at the meeting at which he/she was elected or appointed, or unless he/she consented to act as Director in writing before such election or appointment or within ten (10) days thereafter.

7. Every member entitled to vote at an election of Directors, if he/she votes, shall cast a number of votes equal to the number of Directors to be elected, and the member shall distribute the votes among the candidates in such manner as

he/she sees fit, but no candidate shall receive more than one (1) vote from each member.

8. The office of a Director shall be vacated:

   (a) if the Director becomes bankrupt;

   (b) if the Director becomes mentally incompetent;

   (c) if the Director ceases to have the necessary qualifications for office;

   (d) if the Director is absent without leave of the Directors from three (3) consecutive regular meetings of the Directors;

   (e) if the Director by notice in writing resigns the office;

   (f) if the resolution, passed by a majority of the votes cast at a meeting of members called for that purpose, a Director is removed from office.

9. A majority of the Directors shall constitute a quorum at any meeting of the Directors.

10. Whenever any vacancy occurs on the Board of Directors, the remaining members thereof, so long as there is a quorum in office, may fill a vacancy from among the persons having the necessary qualification, and the person so appointed shall hold office until the next Annual Meeting.

11. Regular meetings of the Board of Directors shall be held at least ten (10) times each fiscal year at such time as the Directors by resolution may determine.

12. Meetings of the Directors will be held at the head office of the Co-operative. A meeting of the Directors may be convened by the Chairman of the Board or President or any three (3) Directors at any time, and the Secretary by direction of the Chairman of the Board or President or any three (3) Directors shall convene a meeting of the said Directors. Notice of such meeting shall be delivered, mailed or telephoned to each Director not less than ten (10) days (exclusive of the day on which notice is delivered, mailed or telephoned, but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a meeting of the said Directors may be held at any time without formal notice if all the Directors are present or those absent have waived notice or have signified their consent in writing to the meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or notice thereof may be waived by a Director.

In the case of the first meeting of the Directors to be held immediately following an annual meeting, or in the case of a Director elected to fill a vacancy of the said Board, it shall not be necessary to give notice of such meeting to the newly elected Director or Directors in order to legally constitute the meeting, provided that quorum of Directors is present.

13. Questions arising at any meeting of the Directors shall be decided by a majority of votes.

14. The Directors shall serve as such without remuneration and no director shall directly or indirectly receive any profit from his position as such; provided that a Director may be paid reasonable expenses incurred by him in the performance of his duties. Nothing herein contained shall preclude any Director from serving the Co-operative in any other capacity and receiving remuneration thereof.

15. The Directors may elect from among their number an executive committee consisting of not fewer than three (3) and may delegate to the executive committee any powers of the Board of Directors, subject to the restrictions, if any, imposed from time to time by the Directors.

16. A majority of the executive committee shall constitute a quorum at any meeting or the executive committee.

17. Subject to the provisions of Section 98 of the Act, no Director shall be disqualified by his office from contracting with the Co-operative; nor shall any contract or arrangement entered into by or on behalf of the Co-operative with any Director, or in which any Director is in any way interested be liable to be voided; nor shall any Director so contracting for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

18. Except as otherwise provided in the Act, no Director or Officer for the time being of the Co-operative shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or Employee, or;

    (a) For joining in any receipt or act for conformity; or

    (b) For any loss, damage or expense happening to the Co-operative due to the insufficiency or deficiency of title to any property acquired by the Co-operative or for or on behalf of the Co-operative; or

    (c) For the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Co-operative shall be placed out or invested; or

(d) For any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation; or

(e) For any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Co-operative; or

(f) For any loss, damage or misfortune whatever which may happen in the execution of the duties of his/her respective office or trust or in relation thereto and unless the same shall happen by or through his/her failure to exercise the powers and to discharge the duties of his/her office honestly, in good faith and in the best interest of the Co-operative, and in connection therewith to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

19. Every Director and Officer of the Co-operative and his/her heirs, executors, administrators and other legal personal representatives, shall from time to time be indemnified and saved harmless by the Co-operative from and against:

    (a) Any liability and all costs, charges and expenses that he/she sustains or incurs in respect of any actions, suit or proceedings that is proposed or commenced against him/her for or in respect of anything done or permitted by him/her in respect of the execution of the duties of his/her office; and

    (b) All other costs, charges and expenses that he/she sustains or incurs in respect of the affairs of the Co-operative; with the exceptions that no Director or Officer of the Co-operative shall be ifdemnified by the Co-operative in respect of any liability, suit, charges or expenses that he/she sustains or incurs in or about any action, suit or proceeding as a result of which he/she is adjudged to be in breach of any duty or responsibility imposed upon him/her under the Co-operative Corporations Act, or under any other statute unless in an action brought against him/her in his/her capacity as a Director or Officer, he/she achieved complete or substantial success as the Defendant.

20. Except as otherwise required by Paragraph 21 and subject to the exceptions in Paragraph 19 the Co-operative may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suits or proceeding, whether civil, criminal, administrative or investigation (other than an action by or in the right of the Co-operative) by reason of the fact that he/she is or was an Employee or Agent of the Co-operative or is or are serving or participant in another corporation, partnership, joint venture, trust or other enterprises, against expenses (including legal fees), judgments, fines and amount actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not

opposed to the best interest of the Co-operative, and with respect to any criminal action or proceedings, had not reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction shall not, of itself, create a presumption that the person acting or proceeding had reasonable cause to believe that his conduct was unlawful.

21. To the extent that a person who is or was an Employee or Agent of the Co-operative has achieved complete or substantial success as a Defendant in any action, suit or proceeding referred to in Paragraph 20, he shall be indemnified against all costs, charges and expenses actually and reasonably incurred by him in connection therewith.

22. The provisions for indemnification contained in the By-Laws of the Co-operative shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Laws, agreement, vote of members or disinterested Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, Employee or Agent and shall enure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VI – OFFICERS

1. The Directors shall annually or as often as may be required, elect a President and elect or appoint a Vice-President, a Secretary and a Treasurer. The Directors may elect a Chairman of the Board. None of the said Officers, except the Chairman and President, need be a member of the Board of Directors. Any two (2) of the aforesaid offices may be held by the same person, except that of Chairman, President and Vice-President. A vote of the majority of the Directors shall be necessary for the election of the said Officers. The Directors may from time to time elect or appoint such other Officers and Agents as they shall deem necessary who shall have such authority and shall perform such duties as the Directors from time to time shall prescribe. All Officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Directors at any time with or without cause provided that a majority of the Directors shall vote in favour thereof.

2. The Officers shall serve as such without remuneration and no Officer shall directly or indirectly receive any profit from the position as such; provided that an Officer may be paid reasonable expenses incurred in the performance of duties. Nothing herein contained shall preclude any Officer from serving the Co-operative in any other capacity and receiving remuneration thereof.

3. In the case of the absence or inability to act of the Chairman, President, Vice-President, or any other Officer of the Co-operative or for any other reason that the Directors may deem sufficient, the Directors may delegate all or any of the powers of such Officer to any other Officer or to any Directors for the time being, provided that a majority of the Directors concurs therein.

4. The Chairman shall, if present, preside at all meetings of members and Directors. He shall sign all instruments which require his signature and shall perform all duties incident to the office and shall have other such powers and duties as may from time to time be assigned to the position by the Directors.

5. The President shall be vested with all the powers and shall perform all the duties of the Chairman in the absence or disability or refusal to act of the Chairman. The President shall also have such other powers and duties as may from time to time be assigned to the position by the Directors.

6. If the Vice-President is a Director, the Vice-President shall be vested with all the powers and shall perform all the duties of the President in absence or disability or refusal to act of the Chairperson and the President. The Vice-President shall also have such other powers and duties, if any, as may from time to time be assigned to the position by the Directors.

7. The Secretary shall issue or cause to be issued notices for all meetings of the members and the Directors when directed to do so. The Secretary shall sign with the President or other signing Officer or Officers of the Co-operative such instruments as require the signature and shall perform such other duties as the terms of the engagement call for or the Directors may from time to time properly require of the position.

   The Secretary or some other Officer specially charged with the duty shall keep or cause to be kept suitable records wherein shall be kept recorded:

   (a) A copy of the Certificate of Incorporation with the Articles of Incorporation;

   (b) All By-Laws and Resolutions of the Co-operative;

   (c) A register of members in which is set out the information required by the Act;

   (d) A register of Directors in which is set out the names and residence addresses while Directors, including the street and number, if any, of all persons who are or have been Directors of the Co-operative with the several dates on which they have become or ceased to be Directors;

   (e) Minutes of all proceedings at meetings of members, Directors and any executive committee.

8. The Treasurer or some other Officer specifically charged with the duty shall have the care and custody of all the funds and securities of the Co-operative and shall deposit the same in the name of the Co-operative in such bank or banks or with such depository or depositories as the Directors may direct. The Treasurer shall keep or cause to be kept proper accounting records in accordance with the Act. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the office of the Co-operative during business hours. The Treasurer shall sign or countersign such instruments as require the signature and shall perform all duties incident to the office or that are properly required by the Directors. The Treasurer shall be required to give such bond as the Directors in their uncontrolled discretion may require and no Director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Co-operative to receive any indemnity thereby provided.

9. The Directors shall from time to time employ a General Manager or Co-ordinator, who shall not be one of the members of the Co-operative, and may delegate to the position full authority to manage and direct the affairs of the Co-operative (except such matters and duties as by By-Law must be transacted or performed by the Directors or by the members in general meeting), and to employ, discharge, and fix the wages or salaries of other Employees and Agents of the Co-operative, or may delegate to the General Manager or Co-ordinator any lesser power. The General Manager or Co-ordinator shall conform to all lawful orders given by the Directors. The General Manager or Co-ordinator shall at all reasonable times give to the Directors or any of them all information they may require to manage the affairs of the Co-operative.

10. If the office of the Chairman, President, Vice-President, Secretary (or Assistant Secretary), Treasurer (or Assistant Treasurer), one or more of them, shall be or become vacant be reason of death, resignation, disqualification or otherwise, the Directors by resolution may elect or appoint an Officer to fill such vacancy.

ARTICLE VII – DISTRIBUTION OF SURPLUS

1. A surplus arising from the business of the Co-operative in each fiscal year shall be set aside in retained earnings, which is not to be paid or in any way distributed to the members, and shall be applied for such purpose or purposes as are not inconsistent with the objects for which the Co-operative is incorporated, and is conducive to the interests of the Co-operative. The Board of Directors may invest such retained earnings in whole or in part in such investments as it sees fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Co-operative.

ARTICLE VIII – BORROWING POWERS

1. The Directors may from time to time:

   (a) Borrow money on the credit of the Co-operative;

   (b) Issue, sell or pledge debt obligations of the Co-operative;

   (c) Charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, moveable or immoveable property of the Co-operative, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt or liability of the Co-operative.

2. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-operative possessed by its Directors or Officers independently of a borrowing By-Law.

ARTICLE IX – AUDITORS

1. The members at each Annual Meeting shall appoint an auditor who is familiar with Co-operative accounting and practice. The auditor when appointed shall hold office until the next annual meeting, and, if an appointment is not so made, the auditor in office shall continue until a successor is appointed. The remuneration of the auditor shall be fixed by the Directors.

2. The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-operative and may require from the Directors and Officers such information and explanations as may be necessary for the performance of his duties.

3. The auditor shall make a report to the members on the financial statements to be laid before the Co-operative at each Annual Meeting during his term of office and shall state in his report whether in his opinion the financial statement referred to therein presents fairly the financial position of the Co-operative and the results of its operations for the period under review.

ARTICLE X – CHEQUES, DRAFTS AND NOTES

1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such Officer or Officers or person or persons whether or not Officers of the Co-operative and in such manner as the Directors may from time to time designate.

ARTICLE XI – BONDING EMPLOYEES

1. Every Officer or Employee of the Co-operative who has charge of or handles money or securities belonging to the Co-operative shall be bonded with a surety company selected by the Directors for such an amount as may from time to time be prescribed by the Directors, but in no case for an amount less than $10,000.00. The Directors may prescribe that any other Employee or Employees of the Co-operative (whether handling money or securities of the Co-operative or not) shall be bonded in such an amount as the Directors determine.

ARTICLE XII – EXECUTION OF INSTRUMENTS

1. Contracts, documents or any instruments in writing requiring the signature of the Co-operative may be signed by the Chairman, or President, or Vice-President and/or the Secretary or the Treasurer, and all contracts, documents and instruments in writing so signed shall be binding upon the Co-operative without any further authorization or formality. The Directors shall have power from time to time by resolution to appoint any Officer or Officers, person or persons to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing on behalf of the Co-operative.

2. The seal of the Co-operative shall be in the custody of the Secretary and may, when required, be affixed by any Officer or Officers, person or persons appointed by resolution of the Board of Directors, to contracts, documents and instruments in writing signed as aforesaid.

ARTICLE XIII – FISCAL YEAR

1. The financial or fiscal year of the Co-operative shall terminate on the 30th day of June in each year.

ARTICLE XIV – DISSOLUTION

1. In the event of dissolution of the Co-operative and after the payment of all debts and liabilities, the remaining property of the Co-operative shall be distributed or disposed of to charitable organizations carrying on their activities solely within Canada.

ARTICLE XV – NOTICES

1. The signatures to any notice to be given by the Co-operative may be written, stamped, typewritten or printed.

2. Any notice may be given by the Co-operative to any member or Director either personally or by telephone or by delivery to their door or by sending it through the post by prepaid envelope or wrapper addressed to such member or Director at his address as same appears in the books of the Co-operative, or if no address be given therein then to the last address of such member or Director known to the Secretary.

ARTICLE XVI – AMENDMENTS

1. 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 Co-operative duly called for that purpose.

CERTIFIED to be a true copy of By-Law No. I of BURNHAMWOOD CO-OPERATIVE HOMES INC., passed by the Board of Directors at a meeting held on the 8th day of March, 1983 and confirmed by at least two-thirds of the votes cast by General Membership, at a meeting held on the 10th day of April, 1983.