

## BY-LAW NO. 1

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

### MARKHAM IRISH CANADIAN RUGBY CLUB INC.

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#### ARTICLE 1 INTERPRETATION

- 1.1 In this By-law and in all other By-laws of the Corporation, unless the context specifies otherwise or requires:
- (a) “**Act**” means the Ontario Corporations Act, as from time to time amended, and every statute that may be substituted therefor and, in the case of such amendment or substitution, any references in the by-laws of the Corporation shall be read as referring to the amended or substituted provisions therefor;
  - (b) “**Board**” means the board of directors of the Corporation.

- (c) “**Club**” means the Markham Irish Canadian Rugby Club Inc.
- (d) “**Confidant**” means a Director, an Officer, a Member, an employee of the Corporation and a member of a Committee appointed or authorized by the Board.
- (e) “**Confidential Information**” means information in any form, not generally known to the public, disclosed to or acquired by, a Confidant from the Corporation during the term of the Confidant’s involvement with the Corporation.
- (f) “**Conflict of Interest**” without limiting the generality of the foregoing, shall include the following:
  - (i) Situations where a director (or his/her associates) has a pecuniary interest and/or stands to gain financially in a decision, either in the form of money, gifts, favours, gratuities, or other special considerations.
  - (ii) Situations where a director’s external affiliations, obligations or other formal associations influence or are perceived to unduly influence the director’s actions and/or impede the director in his or her duty to promote the greater interest of the whole community served by the Corporation.
  - (iii) Situations where a director finds his/her interest adverse in interest to that of the Corporation. For greater certainty, but without limiting the generality of the foregoing, this would include situations where a director is in opposition to a claim, application or proceeding against the Corporation.
- (g) “**Corporation**” means the Markham Irish Canadian Rugby Club Inc.
- (h) “**Director**” means a Member who has been duly elected by the Members **or, appointed as a Director**, and satisfies the qualifications necessary to be a Director of the Corporation”
- (i) “**Letter Patent**” means the Letters Patent incorporating the Corporation and any amendments thereto by supplementary letters patent.
- (j) “**Member**” means a person who has satisfied the requirements of membership as set out herein and who has been admitted by the Board as a Playing Member, Non-Playing Member, or a Life Member in accordance with this By-law and is entitled to vote at all meetings of the Members of the Corporation. Paid employees of the Corporation shall not in any case be deemed Members of the Corporation.
- (k) “**Officer**” means persons who are appointed to act as officers of the corporation in accordance with this by-laws.
- (l) “**Permitted Instruments**” means any deed, transfer, assignment, contract, obligation or instrument in writing which represents, in financial terms, not more than an amount to be authorized from time to time by a resolution of the Board.
- (m) “**Proxy**” means an instrument, in writing under the hand of the appointer or the appointer's attorney authorized in writing, appointing a Proxy Holder in accordance with Section 8.12 of this By-law and in accordance with the requirements of the Act.
- (n) “**Proxy Holder**” means a person holding a Proxy given by a Member in compliance with the requirements of this by-law and the Act.

- 1.2 Unless otherwise expressly provided to the contrary, all terms contained in any By-law or Resolution and which are defined in the Act shall have the meaning attributed to such terms by the Act.
- 1.3 Words importing the singular number only shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter genders; where appropriate, words importing persons shall include bodies corporate, corporations, companies, partnerships, syndicates, trusts, agencies and any number or aggregate of persons; and
- 1.4 The headings in the by-law or the resolutions of the Corporation are inserted for reference purposes only and are not to be considered or taken into account in construing the terms and provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

## **ARTICLE 2 HEAD OFFICE**

- 2.1 The head office of the Corporation shall be situated in the Town of Markham, in the Province of Ontario, and at such place therein as the Board may from time to time determine, and can only be changed by Special Resolution.

## **ARTICLE 3 OBJECTS**

- 3.1 The objects of the Corporation shall be to promote and encourage the playing of Rugby Union Football.

## **ARTICLE 4 COLOURS**

- 4.1 The Club colours of the Corporation shall be green, black, white and grey in combinations adopted by the membership.

## **ARTICLE 5 BEQUESTS TO THE CORPORATION**

- 5.1 The Corporation may from time to time accept donations and/or bequests to the Corporation subject to the conditions associated with such donations or bequests imposed by the donor. In the absence of any conditions placed on the particular use of the donation or bequest by the donor, all such funds shall be segregated from the general operations of the corporation and shall be used exclusively for the following:
- (a) acquisition of field space and or grounds;
  - (b) clubhouse construction, maintenance, repair or upgrade;
  - (c) such other uses that relate to the promotion of Rugby Union Football in Canada as the directors of the Corporation consider appropriate in the circumstances.

## **ARTICLE 6 DISSOLUTION OF CORPORATION**

- 6.1 The Members of the Corporation may, by resolution passed by at least 80% of the votes cast at a special general meeting of the Members of which notice specifying the intention to pass such resolution has been given, voluntarily dissolve the Corporation.

- 6.2 Upon the dissolution of the Corporation and after payment of all debts and liabilities, its remaining property shall be distributed or disposed of to such organizations having objects similar to those of the Corporation as may be determined by the Board and approved by a two-thirds (2/3) vote of Members at a general meeting, and failing such determination by the Board and approval by the Members, then to the Ontario Rugby Union, known as Rugby Ontario, subject to the following:
- (a) any bequests made to the Corporation, and all proceeds from the sale or disposition of real property, shall be directed towards the development of rugby field facilities in Ontario.

## ARTICLE 7 MEMBERSHIP OF THE CORPORATION

- 7.1 **Classes.** There shall be three classes of Members hereinafter referred to as a Playing Member, a Non-Playing Member and Life Member.
- 7.2 **Playing Members.** Playing Members shall constitute those persons who play rugby for any team of the Corporation during the year of membership.
- 7.3 **Idem.** A Playing Member is required to play for the teams of the Corporation only, unless special permission is granted to the member by the Director of Rugby for their section (e.g. Men, Women or Junior), or in his or her absence by a member of the Board, to play for another club, subject to the laws of the Ontario Rugby Union. A Playing Member may play for the educational institution in which he or she is enrolled without the above special permission.
- 7.4 **Termination of Playing Membership.** Subject to the provisions of paragraphs 7.9-7.15 hereof, the interests of a Playing Member cease to exist upon death or dissolution, a Playing Member resigning his or her membership, upon his or her removal as a Playing Member as outlined herein or when the period of membership expires (if any) in accordance with the rules for membership from time to time adopted by resolution of the Board. Such Playing Member may be readmitted to membership in the Corporation at any time in accordance with the procedure set out in this By-Law 1 or in accordance with rules for membership from time to time adopted by resolution of the Board. Playing Members in good standing and who have achieved the age of majority shall be entitled to notice of and to attend and vote at meetings of the Members of the Corporation and, subject to the foregoing, each Playing Member shall be entitled to one (1) vote in respect of any issue voted upon at all meetings of the Members of the Corporation.
- 7.5 **Non-Playing Members.** Non-Playing Members (may also be known as Alumni Members) shall constitute those persons who have played the game of rugby for any team of the Corporation or its predecessor clubs or for any other club recognized by any general governing body that is recognized by the Board, and those interested in the promotion or support of the game of rugby; this shall include those appointed to the Board and coaches and club referees who are registered by the Corporation with Rugby Canada.
- 7.6 **Termination of Non-Playing Membership.** Subject to the provisions of paragraphs 7.9-7.15 hereof, the interests of a Non-Playing Member cease to exist upon death or dissolution, a Non-Playing Member resigning his or membership, upon his or her removal as a Non-Playing Member as outlined herein or when the period of membership expires (if any) in accordance with the rules for membership from time to time adopted by resolution of the Board. Such Non-Playing Member may be readmitted to membership in the Corporation at any time in accordance with the procedure set out in this By-Law 1 or in accordance with rules for membership from time to time adopted by resolution of the Board. Non-Playing Members in good standing and who have achieved the age of majority shall be entitled to notice of and to attend and vote at meetings of the Members of the Corporation and, subject to the foregoing, each Non-Playing Member shall

be entitled to one (1) vote in respect of any issue voted upon at all meetings of the Members of the Corporation.

- 7.7 **Life Members.** Life Members shall constitute those persons who have been granted membership for life by the Board.
- 7.8 **Termination of Life Membership.** Subject to the provisions of paragraphs 7.9-7.15 hereof, the interests of a Life Member cease to exist upon death or dissolution, a Life Member resigning his or membership, upon his or her removal as a Life Member as outlined herein or when the period of membership expires (if any) in accordance with the rules for membership from time to time adopted by resolution of the Board. Such Life Member may be readmitted to membership in the Corporation at any time in accordance with the procedure set out in this By-Law 1 or in accordance with rules for membership from time to time adopted by resolution of the Board. Life Members in good standing and who have achieved the age of majority shall be entitled to notice of and to attend and vote at meetings of the Members of the Corporation and, subject to the foregoing, each Life Member shall be entitled to one (1) vote in respect of any issue voted upon at all meetings of the Members of the Corporation.
- 7.9 **Notice of Membership.** Each Member shall be informed by the Secretary or Registrar promptly of his or her admission as a Member.
- 7.10 **Resignation of Memberships.** Any Member may resign from membership in the Corporation upon notice in writing thereof received by the Secretary or Registrar of the Corporation.
- 7.11 **Membership Non-Transferable.** Memberships are not transferable and lapse and cease to exist upon death or dissolution or when the individual ceases to be a Member by resignation, or otherwise in accordance with the by-laws of the Corporation.
- 7.12 **Revocation of Membership.** The Board may suspend the rights and privileges of any Member, including the right to vote, until the next meeting of Members. A Member under suspension may not take part in any of the Corporation's activities until the next meeting of the Members when the Members may vote to either reinstate the Member under suspension to full standing or to revoke such Member's membership; any such vote, to be effective, is to be carried by at least two-thirds (2/3rds) of the votes cast at a meeting of the Members.
- 7.13 **Conduct of Members.** No Member shall conduct themselves in a manner detrimental to the operation or promotion of the Club, and the Board shall, upon receipt of a complaint against a member, investigate such complaint upon notice to the member involved, and in the **event** that the Board shall determine that there is just cause, such Member may be suspended, fined, or have his or her membership cancelled.
- 7.14 **Membership Dues.** The dues or fees, if any, payable by Members shall be due on the 1<sup>st</sup> of May, or at such date as set by the board, in each year and shall be in an amount as may be set from time to time by the Board.
- 7.15 **Notification and Payment of Dues or Fees.** The Secretary, or other Officer of the Corporation designated by resolution of the Board, shall notify the Members of the dues or fees at any time payable by them, if any, and, if any are not paid by the date as set forth in such notice, the Secretary of the Corporation or other Officer designated by the Board shall be entitled to designate the Members in default whereupon such defaulting Members shall automatically then cease to be Members of the Corporation without further notice or formalities of any kind whatsoever; subject to automatic reinstatement following payment of all unpaid dues or fees.
- 7.16 **Liabilities to the Corporation.** A person who has resigned as a Member or has had it revoked is still liable to the Corporation for dues or other debts owed to the Corporation while a Member.

- 7.17 **Liability of Members for the Corporation.** Members are not liable or responsible, as such, for any acts, debts or obligations of neither the Corporation nor any claims, injuries, losses or transactions or other things relating to the Corporation.
- 7.18 **Registered List of Members.** A list of Members shall be maintained by the Secretary or Registrar of the Corporation and shall be kept at the Head Office of the Corporation.

## ARTICLE 8 MEETINGS OF THE MEMBERS

- 8.1 **Annual General Meetings.** The annual general meeting of the members required to be held pursuant to the Act shall be held at the head office of the Corporation or elsewhere in Canada at the conclusion of the playing season in one year and prior to the commencement of the playing season in the next year. At annual general meetings, in addition to any other business that may be transacted thereat, there shall be presented a report of the directors of the affairs of the Corporation for the previous year, a financial statement of the Corporation and the auditor's report thereon as required by the Act, the Board shall be elected and accountants appointed for the ensuing year and the remuneration of the accountants shall be fixed, and such other information and reports relating to the Corporation's affairs that the directors may determine. At such meeting, any business, either special or general, may be considered and transacted without any notice thereof to the members eligible to vote.
- 8.2 **Special General Meetings.** Other meetings of the Members (to be known as "special general meetings") may be convened upon the written request for such a meeting signed by not less than twenty-five percent (25%) of the Members eligible to vote, and shall be held within twenty-one days of the receipt by the Secretary of the written request and are to be held at any date and time and at any place. The phrase "meeting of Members" whenever it occurs in this by-law shall mean and include an annual general meeting of Members and a special general meeting of Members.
- 8.3 **General Meetings.** The Board or President shall have the power to call at any time a general meeting of the Corporation. All general meetings will be held under Robert's Rules of Order.
- 8.4 **Participation by Communication Facilities.** If each member of the Corporation consents in advance to a particular method of communication and provided that each member has equal access and further provided that if 33% of the members of the Corporation consent in advance, any meeting of members may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to hear each other simultaneously and instantaneously, and a member participating in such meeting by such means is deemed to be present at that meeting. The members shall take such reasonable precautions as maybe necessary to ensure that such telephone, electronic or other communications facilities are secure from unauthorized interception or monitoring. For the purposes of determining those present and recording votes at such a meeting, the chairperson of the meeting shall require each member participating by such means to identify himself or herself and to acknowledge by voice such member's presence or vote, as the case may be, and the chairperson of the meeting and the Corporation shall be entitled to rely thereon in the absence of evidence to the contrary.
- 8.5 **Notice.** No public notice nor advertisement of Members' meetings, annual or general, shall be required, but notice stating the day, hour and place of meeting and the general nature of the business to be transacted and, in the case of a special general meeting, the text of any resolution to be proposed in respect of the special business of the meeting together with such information as would allow a Member to make a reasoned decision thereon, shall be given to each Member who is eligible to vote and to the auditor of the Corporation at least ten (10) days (exclusive of the day of mailing or transmission and of the day for which notice is given) before the date of such meeting; provided always that a meeting of Members may be held for any purpose at any date and time and at any place without notice if all the Members who are eligible to vote are present in

person or represented by a Proxy Holder at the meeting or if all the absent Members eligible to vote shall signify their assent in writing to such meeting being held and such assent shall be validly given either before or after the meeting to which such assent relates, and at such meeting such business may be transacted which the Corporation at annual or general meetings may transact. Notice of any meeting or any irregularity in any meeting or any notice thereof may be waived by any Member entitled to vote thereat or a duly appointed Proxy Holder or by the auditor of the Corporation.

- 8.6 **Omission or Error of Notice.** The accidental omission to give notice of any meeting or an error in giving notice of any meeting or the non-receipt of any notice by any Member or Members or by the auditor of the Corporation shall not invalidate such meeting or make void any resolution passed or any proceedings taken thereat and any voting member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.
- 8.7 **Address for Notice.** For the purpose of sending notice to a Member, Director or Officer for any meeting or otherwise, the address of any Member, Director, or Officer shall be his or her last address recorded on the books of the Corporation.
- 8.8 **Voting.** Every question submitted to any meeting of Members shall be decided in the first instance by a majority of votes (unless such greater or lesser number of votes be required by the Letters Patent or by-laws of the Corporation or by the Act or otherwise by law) given by the members eligible to vote present in person at the meeting, written in, or represented by proxy unless otherwise required by the by-laws of the Corporation, or by law. Every motion shall be decided by showing of hands, unless a poll be demanded by any such member. At any meeting, unless a poll is demanded, a declaration by the chair of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against the motion. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by such members present in person or by proxy and such poll shall be taken in such manner as the chair of the meeting shall direct and the result of such poll shall be deemed the decisions of the Corporation in general meeting upon the matter in question. The chair of the meeting, whether the President, Vice President, a Director or other Member, shall not have a second or casting vote in addition to the vote to which the chairperson may be entitled as a Member.
- 8.9 **Chair.** In the absence of the President and the Vice Presidents of the Corporation, the Members entitled to vote at the meeting and who are present (either in person or represented by a Proxy Holder) shall choose another Director as chair of the meeting and, if no Director is present or if all the Directors present decline to act as the chair, the Members present shall choose one of the Members present to be chair of the meeting.
- 8.10 **Polls.** If at any meeting a poll is taken on the election of a chairperson for the meeting or on the question of adjournment or termination, it shall be taken forthwith without adjournment. If a poll is demanded on any other question or as to the election of directors, it shall be taken by ballot in such manner and either at once or after adjournment as the chairperson of the meeting directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.
- 8.11 **Adjournments.** The chair at the meeting, whether the President, Vice President, or any other Director or Member as set out in 8.9 above, may, with the consent of the meeting, adjourn the same from time to time to a fixed time and place and no notice of the time and place for the holding of the adjourned meeting need be given to the Members. Any business may be brought before or dealt with at any adjourned meeting, which might have been brought before or dealt

with at the original meeting in accordance with the notice calling same. Such adjournment may be made notwithstanding that no quorum is present.

- 8.12 **Quorum.** The presence of the lesser of one-quarter (1/4) of the Members or forty (40) members entitled to vote thereat present in person or represented by a Proxy Holder shall be necessary to constitute a quorum unless a greater number of Members are required to be represented by the Act or by the Letters Patent or any Supplementary Letters Patent issued to the Corporation or by any other by-law of the Corporation. No business shall be transacted at any meeting unless the requisite quorum is present at the commencement of business, provided that in no case can any meeting be held unless there are two (2) Members entitled to vote thereat present in person.
- 8.13 **Idem.** If a quorum is not present at the commencement of a meeting of Members, the chair of the meeting may adjourn the meeting as set out in 8.11 above.
- 8.14 **Persons Entitled to be Present.** The only persons entitled to attend a meeting of the Members shall be those entitled to vote thereat and the auditor of the Corporation and others, who although not entitled to vote, are entitled or required under the provisions of the Act or by-laws of the Corporation to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or with the consent of the meeting.
- 8.15 **Proxies.** Every Member entitled to vote at meetings of the Members shall, in the notice calling the meeting, receive a reminder of the existence of the proxy right described in this paragraph and may, by a Proxy, appoint a Proxy Holder, who shall himself or herself be a Member entitled to vote, to attend and act at the meeting in the same manner, and to the same extent and with the same power as if the Member were present at the meeting. The Proxy shall cease to be valid at the expiration of the meeting for which such proxy was given. Proxies are restricted to voting on motions for which advance notice has been provided and delivered through the Secretary or designated members of the Board. The Proxy may be in such form as the Board may from time to time prescribe or in such other form as the chair of the meeting may accept as sufficient, and shall be deposited with the Secretary of the meeting before any vote is cast under its authority or at such earlier time and in such manner as the Board may prescribe in accordance with the Act. Notwithstanding, the Board may, by resolution, limit the number of Proxies that each Proxy Holder may possess at each meeting of the Members. A member that is entitled to vote at the meeting may exercise a maximum of three (3) Proxy votes and they shall be non-transferable.
- 8.16 **Scrutineers.** At each meeting of the Members, one or more scrutineers to serve at the meeting may be appointed either by a resolution of the meeting or by the chair of the meeting with the consent of the meeting. Such scrutineers need not be Members of the Corporation.

## ARTICLE 9 BOARD OF DIRECTORS

- 9.1 **Number.** The affairs of the Corporation shall be managed by a Board not exceeding thirteen directors. The number of directors shall be determined from time to time by a majority of the directors at a meeting of the Board and sanctioned by an affirmative vote of the Members at a meeting duly called for the purpose of determining the number of directors to be elected **or appointed** to the Board. Alternate directors are not acceptable.
- 9.2 **Power.** The Board may exercise all such powers and do all such things as may be exercised or done by the Corporation and are not by the Letters Patent, Supplementary Letters Patent, By-laws of the Corporation or by statute expressly directed or required to be done by the Corporation at a general meeting of the members. The Board may make or cause to be made for the Corporation, in its name, any kind of contract which the Corporation may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Corporation is by its charter or otherwise authorized to exercise and do. Without in

any way derogating from the foregoing, the directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options, and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest therein owned by the Corporation, for such consideration and upon such terms and conditions as they may deem advisable, provided that any proceeds from the disposition of real property shall be restricted to acquiring, owning and developing rugby fields and/or clubhouse facilities for the exclusive use of the Corporation.

- 9.3 **Qualifications of Directors.** The qualifications of a director shall be that a director shall not be less than 18 years of age; must be a Member of the Corporation at the time of his or her election or within ten (10) days thereafter and throughout his or her term of office; and must not be an undischarged bankrupt.
- 9.4 **Election of Directors and Term of Office.** The directors' term of office, subject to the provisions, if any, of the Letters Patent, Supplementary Letters Patent and bylaws of the Corporation, shall be from the date of the meeting at which they are elected or appointed until the annual meeting of the members next following or until their successors are elected or appointed. The directors, except for the Directors of Rugby who shall be appointed, shall be elected by the members entitled to vote thereon in annual meetings of the Members on a show of hands unless a poll is demanded and if a poll is demanded, such election shall be by ballot.
- 9.5 **Vacation of Office.** From time to time in the event of any vacancy however caused occurring in the Board such vacancy may, as long as there is a quorum of directors then in office, be filled by the directors from among the qualified members of the Corporation if they shall see fit to do so; otherwise such vacancy shall be filled at the next annual meeting of the members, and any director appointed or elected to fill any such vacancy shall hold office for the unexpired term of a director who ceased to be a director and who caused such vacancy.
- 9.6 **Idem.** The office of a director of the Corporation shall be vacated:
- (a) If the director becomes bankrupt or a receiving order is made against the director or if the director makes an assignment under the Bankruptcy Act (Canada);
  - (b) If an order is made declaring the director to be a mentally incompetent person or incapable of managing the director's own affairs;
  - (c) If by notice in writing to the Secretary of the Corporation the director resigns and such resignation, if not effective immediately, becomes effective in accordance with its terms; or
  - (d) If the director ceases to be a member.
- 9.7 **Removal of the Directors.** The Members of the Corporation entitled to vote at meetings of the Members may, by resolution passed by at least two-thirds (2/3) of the votes cast at a special general meeting of the Members of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of the term of office and may, by a majority of votes cast at such meeting, elect any person to replace such director for the remainder of the term.
- 9.8 **Remuneration of Directors.** The directors shall serve without remuneration and no director shall directly or indirectly receive any profit from the position of director, provided that a director may be paid reasonable expenses incurred by the director in the performance of the director's duties. Nothing set forth in this paragraph shall disqualify any person who is a director from

bona fide employment or other engagement with the Corporation or any affiliate or subsidiary of the Corporation.

- 9.9 **First Directors.** The applicants for incorporation shall be the first directors of the Corporation whose term of office on the Board shall be until the first meeting of members. At the first meeting of members, the Board then elected shall replace the first directors named in the letters patent of the Corporation.

## ARTICLE 10 MEETINGS OF THE BOARD

- 10.1 **Place of Meetings.** Meetings of the Board and of the executive committee (if any) of the Board may be held either at the head office of the Corporation or at any other place the directors may from time to time determine.
- 10.2 **Notice of Meetings.** A meeting of directors may be convened at any time by the President, the Vice Presidents and the Secretary or at the direction of any two directors. The directors may from time to time by resolution determine to hold regular meetings of the Board and shall by such resolution fix the dates or times of such regular meetings; so long as any such resolution is in effect, the Secretary of the Corporation shall convene such regular meetings by notice given in the manner hereinafter referred to. Notice of any meeting of directors stating the day, hour and place of meeting shall be given to each director at least two (2) days, or, if the notice is sent other than by personal service, ten (10) days, (excluding the day on which notice is delivered or mailed and excluding any Sunday and holiday as defined by the Interpretation Act of Canada for the time being in force) before the meeting is to take place; provided always that meetings of the Board 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 in the notice thereof may be waived by any director and such waiver shall be validly given either before or after the meeting to which such waiver relates.
- 10.3 **Omission or Error of Notice.** The accidental omission to give notice of any meeting of directors or an error in giving notice of any meeting of directors or the non-receipt of any notice shall not invalidate such meeting or make void any resolution passed or any proceedings taken thereat and any director may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat.
- 10.4 **Participation by Communications Facilities.** If 33% of the members of the Corporation consent in advance and provided that all of the directors of the Corporation consent in advance, any meeting of directors may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to hear each other simultaneously and instantaneously, and a director participating in such meeting by such means is deemed to be present at that meeting. The directors shall take such reasonable precautions as maybe necessary to ensure that such telephone, electronic or other communications facilities are secure from unauthorized interception or monitoring. For the purposes of determining those present and recording votes at such a meeting, the chairperson of the meeting shall require each director participating by such means to identify himself or herself and to acknowledge by voice such director's presence or vote, as the case may be, and the chairperson of the meeting and the Corporation shall be entitled to rely thereon in the absence of evidence to the contrary.
- 10.5 **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 the 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.

- 10.6 **First Meeting of New Board.** For the first meeting of the Board to be held immediately following the election of directors at an annual or special general meeting of the members, or for a meeting of the Board at which a director is appointed to fill a vacancy in the Board, no notice of such meeting shall be necessary to the newly elected or appointed director or directors in order for the meeting to be duly constituted, provided a quorum of the directors is present.
- 10.7 **Quorum and Voting.** A majority of the number of directors shall constitute a quorum for the transaction of business at any meeting of the directors of the Corporation. Questions arising at any meeting of the directors shall be decided by a majority of the votes cast on the question; (unless such greater or lesser number of votes be required by the letters patent, by-laws of the Corporation or by the Act or otherwise by law,) and, in case of an equality of votes, the chairperson of the meeting shall be entitled to a second or casting vote. All votes at such meeting shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the chair of the meeting that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 10.8 **Lack of Quorum.** Where quorum is not present at any meeting of the directors, no business may be transacted at that meeting. If the need to vote arises, the chair shall adjourn the meeting until such time as a quorum is available, within reasonable limits. If no quorum becomes available following the passage of considerable time, the meeting shall reconvene and voting conducted with the chairperson constituting those extra votes required to fulfill the quorum.
- 10.9 **Irregularities.** No act or proceeding of the Board shall be invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the qualification of such director or directors.
- 10.10 **For the Protection of Directors and Officers.** No director or officer for the time being of the Corporation shall be liable for the acts, receipts, negligence or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or the deficiency of any security in or upon which any of the monies of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortuous act to any person, firm or corporation, including any person, firm or corporation with whom or which any monies, securities or effects shall be lodged or deposited, or any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of such person's office or trust or in relation thereto unless the same shall happen by or through such person's own wrongful and willful act or through such person's own wrongful and willful neglect or default. The directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name of or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the Board. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation otherwise than as a director or officer or shall be a member of a firm or a shareholder, director or officer of a company which is employed by or performs services for the Corporation, the fact of such person being a director or officer of the Corporation shall not disentitle such director or officer of such firm or company, as the case may be, from receiving proper remuneration for such services.
- 10.11 **Indemnities to Directors and Others.** Every director or officer of the Corporation or other person who has undertaken or is about to undertake any liability on behalf of the Corporation and their heirs, executors and administrators, and estate and effects, respectively, shall from time

to time and at all times, be indemnified and saved harmless, out of the funds of the Corporation, from and against:

- (a) all costs, charges and expenses whatsoever which such director, officer or other person sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against such director, officer or other person for or in respect of any act, deed, matter or thing whatsoever made, done or admitted by such director, officer or other person in or about the execution of the duties of the office or in respect of any such liability; and
- (b) All other costs, charges and expenses which such director, officer or other person sustains or incurs in or about or in relation to the affairs thereof;
- (c) Except such costs, charges or expenses as are occasioned by the willful neglect or default of such director, officer or other person.

- 10.12 **Insurance.** Subject to applicable law, the Corporation may purchase and maintain insurance for a director or officer of the Corporation against any liability incurred by the director or officer, in the capacity as a director or officer of the Corporation, except where the liability relates to the person's failure to act honestly and in good faith with a view to the best interests of the Corporation.

## ARTICLE 11 CONFLICT OF INTEREST

- 11.1 **Declaration of Interest.** Every Director who, either directly or through one of his/her associates, has or thinks he or she may potentially have a Conflict of Interest with respect to a proposed or current contract, transaction, matter or decision of the Corporation shall disclose the nature and extent of the interest at a meeting of the Board.
- 11.2 **Time for Declaration.** The declaration of interest shall be disclosed at the meeting of the Board at which the contract, transaction, matter or decision is first raised.
- 11.3 **Time for Declaration.** If the Director (or his/her associates) becomes interested in a contract, transaction, matter or decision after the Board meeting at which it is first raised, the Director shall make a declaration at the next Board meeting following the Director's perception or apprehension of a conflict.
- 11.4 **Existing Contracts.** In the case of an existing contract, transaction, matter or decision, the declaration shall be made at the first meeting of the Board after the Member becomes a Director or the interest comes into being.
- 11.5 **Voting After Declaration.** After making such declaration, no interested Director shall vote or be present at the vote or during the discussions, or otherwise attempt to influence the voting on a contract, transaction, matter or decision, nor shall the Member be counted in any required quorum with respect to the vote.
- 11.6 **Accountability After Declaration.** If a Director has made a declaration of interest in compliance with this By-Law, the Director shall not be accountable to the Corporation for any profit he or she may realize from the contract, transaction, matter or decision.
- 11.7 **Accountability if No Declaration Made.** If the Director fails to make a declaration of his or her interest in a contract, transaction, matter or decision as required by the By-Law, this shall be considered grounds for forfeiture of the Director's membership.

- 11.8 **Failure of Declaration.** The failure of any Member to comply with these provisions, does not, in or of itself, invalidate any contract, transaction, matter or decision undertaken by the Board.
- 11.9 **Duty of Other Directors.** If a Director believes that any other Director is in a Conflict of Interest position with respect to any contract, transaction, matter or decision, the Director shall have the concern recorded in the minutes. Thereafter, at the request of the Director who recorded the initial concern, the Board shall, after the Director, who is alleged to have a Conflict of Interest (the “Disputed Director”), has absented himself from the room, vote on whether the Disputed Director is, in the opinion of the Board, in a Conflict of Interest. If the Board so finds the Disputed Director in a Conflict of Interest, the Disputed Director shall absent himself during any subsequent discussion or voting process relating to or pertaining to the conflict. If the Board finds that the Disputed Director is not in a conflict position, the Disputed Director may continue to be involved in the assessment process of the contract, transaction, matter or decision. The question of whether or not a Director has a Conflict of Interest shall be determined by a simple majority of the Board and shall be final.
- 11.10 **Record of Declaration.** Every declaration of a Conflict of Interest and the general nature thereof shall be recorded in the minutes by the Board.

## ARTICLE 12 OFFICERS

- 12.1 **Type of Officers.** The Officers of the Corporation shall be the President, **Vice President**, the Secretary, the Treasurer, the Director of Men’s Rugby, the Director of Women’s Rugby, Director of Junior Rugby, **the Registrar** and such other officers as may be prescribed by the Board from time to time.
- 12.2 **Election of Officers.** The Officers shall be elected by the members of the Corporation who are entitled to vote, except for the Director of Men’s Rugby, the Director of Women’s Rugby, Director of Junior Rugby who shall be appointed by the elected Officers. Such election shall be contingent on the officer agreeing serve as a director on the Board for the duration of their position. Unless removed by the Board, each Officer shall hold office until a successor is elected. The Board may remove any Officer of the Corporation without prejudice to such Officer’s rights under any employment contract.
- 12.3 **Duties of the President.** The President shall:
- (a) when present, preside at all meetings of the Board and of the Members and act as chair of such meetings;
  - (b) be responsible for the overall policy, planning and oversight of the activities of the Corporation;
  - (c) represent the Corporation at both public and other official functions;
  - (d) assume and perform such other duties as may from time to time be assigned to him or her by the Board;
  - (e) the President with the Secretary or other Officer appointed by the Board for the purpose shall sign all By-laws contracts, documents or instruments in writing as require the President’s signature, including membership certificates;
  - (f) see that all orders and resolutions of the Board are carried into effect; and

- (g) be ex-officio a member of all committees. The President shall, from time to time, and as often as may be directed to, submit reports to the Board and give such information concerning the affairs of the Corporation as may be required and make such recommendations as he or she may think proper.
- 12.4 **Duties of Vice President.** The Vice President shall assist the President and act in his/her capacity in his/her absence.
- 12.5 **Duties of Treasurer.** The Treasurer shall:
- (a) keep or cause to be kept the books of account and accounting records required by the Act. The Treasurer shall perform all duties incident to the Treasurer's office or that are properly required of the Treasurer by the Board;
  - (b) oversee the financial reporting, ensuring that the Executive Director is in compliance with all Executive Limitations of the Governance Policies of the Board; and
  - (c) assist the Board to understand and act on pertinent financial matters.
- 12.6 **Duties of Secretary.** The Secretary shall, when present, act as a Secretary of all meetings of the Directors and Members of the Corporation shall be custodian of the seal of the Corporation; and shall have charge of the minute books of the Corporation and documents and registers referred to in the Act. The Secretary shall perform all duties incident to the Secretary's office or that are properly requested of the Secretary of the Board.
- 12.7 **Duties of Director of Men's Rugby.** The Director of Men's Rugby shall be responsible for coordinating all activities which involve men in the areas of coaching, player selection, equipment, public relations and recruitment, etc. He or she shall also perform such other duties as may from time to time be determined by the Board.
- 12.8 **Duties of Director of Women's Rugby.** The Director of Women's Rugby shall be responsible for coordinating all activities which involve women in the areas of coaching, player selection, equipment, public relations and recruitment, etc. He or she shall also perform such other duties as may from time to time be determined by the Board.
- 12.9 **Duties of Director of Junior Rugby.** The Director of Junior Rugby shall be responsible for coaching, promoting, organizing, and coordinating all activities which involve junior players and shall also perform such other duties as may from time to time be determined by the Board.
- 12.10 **Duties of Registrar.** The Registrar shall maintain club membership records, register members with governing bodies, maintain records of dues paid and work with the treasurer on dues collection.
- 12.11 **Duties of Other Officers.** The duties of all other officers may be specified by the Board of Directors from time to time.

### ARTICLE 13 CONFIDENTIALITY

- 13.1 Every Confidant acknowledges that during the course of his/her involvement with the Corporation, he or she will acquire or have access to Confidential Information of the Corporation, and that the said Confidential Information could be used to the detriment of the Corporation. Accordingly, the Confidant covenants and agrees that during the course of his/her

involvement with the Corporation and at all times after the termination of the Confidant's involvement with the Corporation, regardless of how that involvement ends or is terminated, the Confidant:

- (a) shall exercise the utmost diligence to ensure that the Confidential Information is kept in confidence and in trust for the benefit of the Corporation;
  - (b) shall not, gratuitously or otherwise, use any Confidential Information for the Confidant's own purposes or benefit or for the purposes or benefit of any other person other than the Corporation;
  - (c) shall not divulge, communicate or disclose to any person any such Confidential Information other than such disclosures as are required to be made by the Confidant in the due and proper performance of his/her duties with the Corporation or, are otherwise consented to in writing by the Corporation or are required by law;
  - (d) shall not copy, reproduce, store, extract or make notes of any Confidential Information other than in the due and proper performance of his/her duties with the Corporation.
- 13.2 **Duty of Confidentiality.** Every Director, Officer, Member, employee of the Corporation and every Member of a Committee appointed or authorized by the Board shall respect confidentiality of matters brought before the Board or before any committee or any matter or deal within the course of an employee's employment with the Corporation, keeping in mind that unauthorized statements may adversely affect the interest of the Corporation.
- 13.3 **Authorized Statement.** Only persons authorized by the Board shall be entitled to make statements to the news media or the public about matters brought before the Board.
- 13.4 **Unauthorized Statements.** No statements respecting such matters shall be made to the public or to the press by any Director, Officer, Member, employee of the Corporation, or member of a Committee except as authorized by the Board.
- 13.5 **Duty of Confidentiality.** Persons, other than persons referred to in paragraph 13.3 above, permitted to attend any meeting of the Board established or authorized by the Board or by the By-law, shall be advised that they are required to respect the confidentiality of all matters coming to their attention during any such meeting and shall undertake accordingly.

## ARTICLE 14 BOARD OF GOVERNORS

- 14.1 **Establishment of Board of Governors.** The Board may from time to time by resolution elect any person to serve as a member of the Board of Governors or terminate such person's membership on the Board of Governors. The Board of Governors, if any, shall serve in an advisory capacity to the Directors of the Corporation and, by virtue of their expertise, training, position, resources or otherwise, shall assist the Corporation, in the attainment of its objects.
- 14.2 **Resignation of Governors.** Any member of the Board of Governors may at any time resign from membership in the Board of Governors.
- 14.3 **Termination of Governors.** Any member of the Board of Governors shall cease to be a member of the Board of Governors upon a resolution to that effect passed by a fifty-one percent (51%) of the votes cast at a meeting of the Board of the Corporation.

- 14.4 Decisions regarding disposition of assets, dissolution of the corporation or expenditures over \$10,000.00, unless for playing kit or registration purposes shall be approved by 2/3 of the members of the Board of Governors before being presented the general membership.

## ARTICLE 15 COMMITTEES

- 15.1 **Executive Committee.** Subject to section 70 of the Act, an Executive Committee may be formed consisting of the President, Vice President, the Treasurer and one other member of the Board selected by the Board, and may delegate to such Executive Committee any of the powers of the Board, subject to the restrictions, if any, contained in the By-laws or imposed from time to time by the Board. Quorum of the Executive Committee shall not be fewer than the majority of its members. The Executive Committee, where authorized by the Board, shall have the authority to bind this Corporation for the payment of money or the performance of any contract or the carrying out of any obligation or duty. No other committee shall have this authority. The authority to do so being specifically reserved unto the Board or the duly authorized and elected Directors of the Corporation.
- 15.2 **Other Committees.** The Board may, from time to time and by resolution, constitute such committees as it may deem desirable to assist the Directors in carrying on the affairs of the Corporation. The Board shall appoint Committee Chairs and shall establish terms of reference for each committee. The members of such committees shall not be entitled to remuneration for their services as members of such committees.
- 15.3 **Meetings.** The committees may meet for the transaction of business, adjourn or otherwise regulate their meetings as they deem fit; provided, however, that two (2) of the members of a committee shall constitute a quorum thereof for the transaction of business. Questions arising at any meeting of a committee shall be decided by a majority of votes and, in case of an equality of votes, the Chairperson of such committee shall not have a second or casting vote.

## ARTICLE 16 BANKING ARRANGEMENTS AND CONTRACTS

- 16.1 **Banking Arrangements.** The banking business of the Corporation, or any part thereof, shall be transacted with such bank, trust company or other firm or corporation carrying on a banking business 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 and/or other persons as the Board may designate or 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, finding, drawing, accepting, endorsing, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money; the giving of receipts for and orders relating to any property of the Corporation; the execution of any agreement relating to any 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 with or on the Corporation's behalf to facilitate such banking business. 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 Corporation, and in such manner as the Board may from time to time designate by resolution.
- 16.2 **Execution of Instruments.** All deeds, transfers, assignments, contracts, obligations or instruments in writing requiring the signature of the Corporation may be signed by either the President or Secretary of the Corporation. All deeds, transfers, assignments, contracts, obligations, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. Notwithstanding any provisions to the contrary

contained in the by-laws of the Corporation, the Board may at any time and from time to time direct the manner in which and the person or persons by whom any particular deed, transfer, assignment, contract, obligation or instrument in writing or any class of deeds, transfers, assignments, contracts, obligations or instruments in writing of the Corporation may or shall be signed or executed. The term “contracts, documents, and instruments in writing” as used herein shall include, without limitation, deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, stocks, bonds, debentures or other securities and all paper writings.

- 16.3 **Day to Day Operation:** Contracts, agreements, orders and capital equipment purchases, specifically included in the budget approved by the Board or otherwise approved by the Board, and involving costs or liability of amounts established by resolution of the Board, may be entered into on behalf of the Corporation by the President, or by any person authorized by the Board.
- 16.4 **Use of Corporate Seal.** The seal of the Corporation may, when required, be affixed to deeds, transfers, assignments, contracts, obligations, documents and instruments in writing signed as aforesaid or by any Officer or Officers, person or persons, appointed as aforesaid by resolution of the Board.
- 16.5 **Specific Authority.** In particular, without limiting the generality of the foregoing, the President and Secretary, or any person(s) from time to time designated by the Board, are authorized to sell, assign, transfer, exchange, convert or convey any and all shares, bonds, debentures, rights, warrants or other securities owned by or registered in the name of the Corporation and to sign and execute (under the corporate seal of the Corporation or otherwise) all assignments, transfers, conveyances, powers of attorney and other instruments that may be necessary for the purposes of selling, assigning, transferring, exchanging, converting or conveying any such shares, bonds, debentures, rights, warranties or other securities.

## ARTICLE 17 FINANCIAL YEAR

- 17.1 Unless otherwise ordered by the Board, the fiscal year of the Corporation shall terminate on the 30<sup>th</sup> of November in each year or such other date as the Board determines.

## ARTICLE 18 BORROWING

- 18.1 **Authorized Borrowing.** The Board may from time to time authorize on behalf of the Corporation:
- (a) borrow money on the credit of the Corporation;
  - (b) issue, sell, or pledge securities of the Corporation; or
  - (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises, and undertakings, money borrowed, or other debit, or any other obligation or liability of the Corporation.
- 18.2 The Board shall not incur indebtedness on behalf of the Corporation in excess of ten thousand dollars (\$10,000.00) or borrow in excess of one thousand dollars (\$1,000.00) without obtaining the consent of the majority of the Members entitled to vote at a general meeting.
- 18.3 From time to time the Directors may authorize any Director, Officer or Employee of the Corporation or any other person to make arrangements with reference to the moneys borrowed

or to be borrowed as aforesaid and as to the terms and conditions of the loan thereof and as the securities to given thereof, with power to vary or modify such arrangements, terms and conditions, and to give such additional securities for any moneys borrowed or remaining due by the Corporation as the Directors may authorize and generally to manage, transact and settle the borrowing of money by the Corporation.

## **ARTICLE 19 AMENDMENTS**

- 19.1 **Enactment and Amendment.** Amendments to the by-laws can only be effected by a special resolution passed at a general meeting of the Members of the Corporation. The sanctioning, approval or confirmation of the Members shall be decided, before Ministerial approval is sought, by an affirmative vote of at least two-thirds (2/3rds) of the Members present (in person or represented by a Proxy Holder) and entitled to vote thereon at a meeting of the Members duly called for that purpose provided ten (10) days prior written notice of the proposed amendments has been given to such Members. Provided always that the repeal or amendment of by-laws not embodied in the Letters Patent or any Supplementary Letters Patent of the Corporation shall not be enforced or acted upon until the approval of the Minister of Industry has been obtained.

## **ARTICLE 20 NOTICE**

- 20.1 **Method of Giving.** Any notice, communication or other document to be given by the Corporation to a Member, Director, Officer or auditor of the Corporation under any provision of the Letters Patent, Supplementary Letters Patent or by-laws of the Corporation, or the Act or otherwise by law shall be sufficiently given if delivered personally to the person to whom it is to be given, or if delivered to that person's last address as recorded in the books of the Corporation, or if mailed by registered or ordinary mail in a sealed envelope addressed to that person at such person's last address as recorded in the books of the Corporation, or if sent by means of electronic facsimile transmission or wire or wireless or any other form of transmitted or recorded communication. The Secretary of the Corporation may change the address on the books of the Corporation of any Member, Director, Officer or auditor of the Corporation in accordance with any information believed by the Secretary to be reliable. Any notice, communication or document delivered personally shall be deemed to have been given, made or communicated, as the case may be, when it is delivered personally, or if so mailed shall be deemed to have been given, made or communicated, as the case may be, when deposited in a post office or public letter box. Any notice, communication or document sent by electronic facsimile transmission or wire or wireless or any other form of transmitted or recorded communication shall be deemed to have been given, made or communicated, as the case may be, when delivered to the appropriate communication company or agency or its representative for dispatch or if so transmitted by the Corporation by means of its own communications equipment or facilities, at the time that it is so transmitted.
- 20.2 **Signature to Notices.** The signature to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.
- 20.3 **Computation of Time.** In computing the date when notice must be given under any provisions of the Letters Patent, Supplementary Letters Patent or by-laws of the Corporation, or the Act or otherwise by law requiring a specified number of days' notice of meeting or other event, the day of service or posting of the notice shall, unless it is otherwise provided, be counted in such number of days or other period.
- 20.4 **Omissions and Errors.** The accidental omission to give any notice to any Member, Director, Officer or auditor, or the non-receipt of any notice by any Member, Director, Officer or auditor or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

- 20.5 **Notice to Joint Members.** All notices with respect to memberships registered in more than one name may, if more than one address appears on the books of the Corporation in respect of such joint holding, be given to such joint Members at the first address so appearing, and notice so given shall be sufficient notice to all the holders of such membership.
- 20.6 **Proof of Service.** A certificate of the President, a Vice President, the Treasurer, or the Secretary of the Corporation or any other Officer of the Corporation in office at the time of the making of the certificate as to the facts in relation to the mailing or delivery of any notice, communication or other document to any Member, Director, Officer or auditor or publication of any notice shall be conclusive evidence thereof and shall be binding on every Member, Director, Officer or auditor of the Corporation, as the case may be.
- 20.7 **Waiver of Notice.** Any Member (or duly appointed Proxy Holder), Director, Officer or auditor may waive any notice required to be given under any provision of the Letters Patent, Supplementary Letters Patent or by-laws of the Corporation or of the Act, and such waiver, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in giving such notice.

## ARTICLE 21 REPEAL

- 21.1 Any and all By-laws relating generally to the transaction of the business and affairs of the Corporation heretofore passed and all By-laws inconsistent herewith are hereby repealed.
- 21.2 **Effective Date.** This by-law comes into force upon confirmation by the Members of the Corporation in accordance with the Act.

ENACTED this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WITNESS the corporate seal of the Corporation.
