

VINLAND MOTORSPORT INC.

BY-LAW 1

GENERAL

1.1(a) INTERPRETATION:

- (i) This By-Law shall be construed with reference to the provisions of the **Corporations Act**, being Chapter C-36 of the **Revised Statutes of Newfoundland**, 1990, and amendments thereto (the “Act”). Terms used in this By-Law shall be taken as having the same respective meanings as they have when used in the Act.
- (ii) Subject to By-Law 1.1(a)(i), in this By-Law, unless the context otherwise requires, words importing the singular number or masculine gender shall include the plural number or the feminine gender, as the case may be, and *vice versa*. References to persons or members include firms, corporations, societies, associations, and clubs. Reference to the “Club” is reference to the Corporation, and *vice versa*. References to “members” includes all classes of members, unless the context otherwise requires. References to “meetings” of the Corporation means meetings of the voting members, unless the context otherwise requires.

1.1(b) MEMBERSHIP LIMIT: The number of members with which the Club proposes to exist is declared to be unlimited.

1.1(c) PURPOSE: The Club is established for the purposes authorized in the Articles of Association.

1.1(d) CORPORATE NAME: The Name of the Corporation is VINLAND MOTORSPORT INC.

1.1(e) HEAD OFFICE: The Head Office of the Club shall be in the City of St. John’s, in the Province of Newfoundland and Labrador, at such place therein as the Executive may from time to time determine.

1.1(f) AFFILIATION: The Club is to be affiliated with the Federation Internationale de l’Automobile (FIA), through membership in Atlantic Region Motor Sports Inc. (ARMS) and its affiliation with Canadian Association of Rally Sport (C.A.R.S.), and the Club shall adhere to the appropriate rules and regulations of those organizations. All events, except closed Club events, shall be run under the jurisdiction of ARMS.

MEMBERSHIP

1.2(a) FIRST MEMBERS: The first members of the Club shall be the signatories to the Articles of Association, and every person who has paid the prescribed subscription and was at the date of incorporation of the Club a member of the unincorporated association

known as Vinland Motorsport Club and whose name appears on a list of those members as in the possession of the Club on the date of its incorporation.

- 1.2(b) CATEGORIES OF MEMBERSHIP:** Membership shall be open to application by anyone of good character who is eligible to hold a legally valid Provincial Driving License, who is fully acquainted with and agrees with the aims and objectives of the Club and who agrees to abide by the provisions of the Articles of Incorporation, By-Laws and Rules and Regulations from time to time in force. Except as the Executive may otherwise determine from time to time, membership shall be divided into the following classifications:
- (i) INDIVIDUAL members shall possess all powers of membership.
 - (ii) FAMILY membership shall be open to all immediate members of one family (other than a child of such person who is himself eligible to hold a legally valid Provincial Driving Licence) residing together in a single residence, all of whom shall possess all powers of membership, except that such group shall be entitled to only a single vote as a member.
 - (iii). DAY membership shall be specifically for the purpose of allowing persons to compete in motor sport events organized by the Club. The maximum allowable number of Day Memberships permitted before full membership is required is three. An amount of 75% of the day membership fees paid in a fiscal year of the Club will be credited toward full membership in that year.
- 1.2(c) CANDIDATES FOR NEW MEMBERSHIP:** The candidate shall sign a form of application for membership giving such particulars as the Executive may from time to time prescribe, together with an undertaking to be bound by the Articles of Incorporation, By-Laws and Rules and Regulations of the Club. Every application for membership shall be accompanied by the full amount of the applicable membership fee, which shall be refunded if the candidate is not elected to membership.
- 1.2(d) ADMISSION OF NEW MEMBERS:** The power of admitting members shall be vested in the Executive.
- 1.2(e) MEMBERSHIP TERM:** Membership shall run from the first day of the calendar month in which the member is elected until the 31st day of March next ensuing. Provided however that where a new member shall join during the period from October 1st to the 31st day of March in the following year, the membership fee for that first period may be reduced by the Executive. For all purposes of this By-Law 'new member' shall mean a person who has not at any time within the two years preceding the relevant membership year, been a member of the Club.
- 1.2(f) RE-ELECTION OF MEMBERS:** Every member shall be subject to re-election for each membership year. The Executive may in its absolute discretion and without giving any

reason, refuse to re-elect a member, but every member whose membership is due to expire on the 31st day of March, who has not given notice of resignation and who has paid the prescribed membership fee for the ensuing membership year, shall be deemed to have been re-elected for that ensuing year without the necessity of specific resolution of the Executive to that effect, unless at a meeting of the Executive held in the calendar month in which the membership is due to expire the Executive shall resolve that the member not be re-elected.

- 1.2(g) RESIGNATION:** A member may at any time resign his membership by notice in writing addressed to the Secretary and may by such notice specify that his resignation shall take effect as from the termination of his current year of membership or from some earlier date. In default of any date being specified therein, the notice shall take effect as from the termination of the current year of membership. Provided always that unless notice of resignation be received by the Secretary on or before the termination of the current year of membership, a member giving notice of resignation shall be liable to pay to the Club the regular membership fee for the ensuing year. Provided further that a member shall remain liable for payment of any assessment or other sum levied or which became payable by him to the Club before acceptance of his resignation. Any member who resigns shall, from the effective date of such resignation, forfeit all rights and interests arising from or associated with Club membership.
- 1.2(h) EXPULSION:** If a member shall wilfully refuse or neglect to comply with any of the provisions of the Articles of Incorporation, By-Laws or Rules and Regulations of the Club, or shall be guilty of any conduct contrary to the interests of the Club, he shall be liable to expulsion by a resolution of the Executive. Provided that not less than one week's notice in writing shall be given by the Secretary to any such member, of the intended resolution and of the nature of the allegation made against him. The member shall be entitled at his option to give an explanation in writing or to attend the meeting of the Executive at which such resolution is to be considered, and to give such explanation or make such defense in person as he may think fit. The Executive shall have absolute and unfettered discretion to accept or reject any such explanation or defense, and its decision to expel any member shall be final and conclusive.
- 1.2(i) TERMINATION OF MEMBERSHIP:** Subject to the other provisions of this By-Law, membership of the Club shall cease in all or any of the following circumstances:
- (a)** If the Executive shall resolve pursuant to By-Law 1.2(h) that the member be expelled, as from the date of the resolution.
 - (b)** If a member not be re-elected or deemed to be re-elected under By-Law 1.2(f), as from the expiration of his current year of membership.
 - (c)** If a member resigns his membership pursuant to By-Law 1.2(g), as from the date specified in the notice or the expiration of the current year of membership whichever is the earlier.

- (d) If the annual fee of a member shall be more than one month in arrears, as from the expiration of such period of one month, unless before the expiration of such period the Executive resolves to extend such period, in which event membership shall expire at the end of the extended period unless the fee shall have then been paid.
- 1.2(j) **NON-TRANSFERABILITY:** The membership interest of a member is not transferable under any circumstance.
- 1.2(k) **MEMBERSHIP FEES:** There shall be membership fees in such amount and for such classes of membership as may be determined from time to time by the Executive. Provided always that no resolution of the Executive respecting fees to be levied against or charged to a member shall be effective until confirmed at a meeting of the Club. Fees and dues shall be payable to the Club and shall be delivered to the Treasurer at such place and in such manner as may be determined by the Executive, and shall become due and payable on the first day of April of each year or upon the lapse of thirty (30) days from the date of mailing notice thereof, whichever first occurs.

MEETINGS OF MEMBERS

- 1.3(a) **LOCATION:** Meetings of the members, and meetings of the Executive may be held at such place or places within the Province of Newfoundland and Labrador as the Executive may from time to time determine.
- 1.3(b) **ANNUAL MEETING OF MEMBERS:** The annual meeting of members for the purpose of election of the Executive, the consideration of annual reports and the financial statements of the Club, and for such other business as may be properly brought before the meeting shall be held at such time as the Executive may determine, but failing other determination such meeting shall be held in the month of March in each year.
- 1.3(c) **GENERAL MEETINGS:** A general meeting of members may be called by the Executive whenever it is deemed by it to be desirable for the purposes of the Club.
- 1.3(d) **REQUISITIONED MEETINGS:** The Executive shall upon requisition made in writing by twenty-five per cent (25%) of the total paid membership, convene a General Meeting. Such requisition shall express the objects of the meeting proposed to be called, and shall be deposited with the Secretary. Upon receipt of such requisition, the Executive shall forthwith proceed to convene a meeting; if they do not convene the same within twenty-one (21) days from the date of the requisition, the requisitionists, or any other twenty-five percent (25%) of the total membership, may themselves convene the meeting.
- 1.3(e) **NOTICE AND WAIVER:** Notice specifying the place, day and hour of each meeting of the Club shall be given by electronic means, or mailed postage prepaid, to each member

at his address as it appears in the records of the Club, at least ten (10) days before the date fixed for the Meeting. The Notice of a Meeting shall also state in general terms the purpose of the meeting. A meeting may be held at any time and for any purpose, without notice, if all Members are personally present, represented by proxy, or have so waived notice of the meeting in writing or by electronic means, either before or after the meeting.

1.3(f) QUORUM: No business shall be transacted at a meeting of the Club unless a quorum is present in person or by proxy. A quorum for the transaction of business at a meeting of the Club shall consist of not less than twenty percent (20%) of the membership in good standing normally residing in the province of Newfoundland and Labrador as at the date of the meeting.

1.3(g) PROCEEDINGS AT MEETINGS: All business shall be deemed special that is transacted at a General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special with the exception of the consideration of financial statements, the reports of the Officers and the election or re-election of the members of the Executive.

1.3(h) PRESIDING OFFICER: The President or failing him the Vice-President shall preside at every meeting, but if at a meeting neither the President nor the Vice-President shall be present within fifteen (15) minutes after the time appointed for holding the same, or if neither of them be willing to preside, the members present shall choose some member of the Executive to preside, or if no such member is present, or if all members of the Executive present decline to preside, they shall choose some member of the Club who is present, to preside.

1.3(i) ADJOURNMENT:

(i) If within half an hour after the time appointed for the holding of a Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such time and place as the Executive may determine. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members then present shall constitute a quorum.

(ii) The Chair may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for fourteen (14) days or more, not less than seven (7) days' notice specifying the place, day and hour of the adjourned meeting shall be given, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid, members shall not be entitled to any notice of an adjourned meeting, or of the business to be transacted thereat.

1.3(j)(i) VOTING: A resolution put to the vote of the meeting shall be decided on a show of hands, and a declaration by the Chair that a resolution has been carried or carried unanimously or by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the minute book of the Club, shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favor of or against the resolution.

1.3(j) (ii) CASTING VOTE: In the case of an equality of votes the Chair shall be entitled to a casting vote in addition to his vote as a member.

1.3(j)(iii) GENERAL: Subject as may be herein provided, including in By-Law 1.2(b)(ii), every member shall have one personal vote. No person other than a member in good standing, duly registered who shall have paid every sum (if any) which shall be due and payable to the Club in respect of membership, shall be entitled to vote at a meeting in person or by or as proxy.

1.3(j)(iv) PROXY:

- (i) A member in good standing may by means of written proxy appoint a proxy-holder, who must be a member of the Club, to attend and act at a specified meeting in the manner and to the extent specified in the proxy.
- (ii) A proxy shall be in the following form, or such equivalent thereof as the Executive may accept.

I, _____, being a member in good standing of VINLAND MOTORSPORT INC. (the Club) hereby appoint _____ a member in good standing of the Club as my proxy to attend, vote and act on my behalf in respect to any and all items of business that may arise at the meeting of the Club to be held on _____, 200__, and to vote (a) as my proxy shall decide or (b) in accordance with the following directions:

1.3(k) PROCEDURE: All questions of parliamentary practice and procedure at meetings of the Club shall be determined in accordance with the By-Laws, Rules and usual procedures adopted from time to time. All questions of parliamentary practice not thus provided for shall be determined in accordance with **Roberts' Rules of Order**.

INDEMNIFICATION

1.4 INDEMNIFICATION OF MEMBERS: Every member of the Club, his heirs, executors, administrators, successors and other legal personal representatives shall at all times be indemnified and saved harmless to the extent and subject to the same exceptions

as in By-Law 1.6(g) in respect of any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him for or in respect of anything done or left undone by him while acting for or on behalf of the Club with express authority to do so in connection with any of the activities of the Club.

EXECUTIVE

- 1.5(a)(i) TERM OF OFFICE:** The affairs of the Club shall be managed by an Executive each member of which, at the time of his taking office, and throughout his term of office must be and remain a member in good standing of the Club. Each elected member of the Executive shall hold office until the Annual Meeting next after he shall have been elected, until his successor shall have been duly elected until he resigns office, ceases to be a member in good standing, or until his office becomes vacant by death, whichever shall first occur. The elected members of the Executive shall be deemed retired at each Annual Meeting but shall be eligible for re-election if otherwise qualified
- (ii) **Term of Office:- Immediate Past President:** The Immediate Past President shall serve on the Executive by virtue of his prior position, and shall hold office until his successor shall succeed him, until he resigns office, ceases to be a member in good standing, or until his office becomes vacant by death, whichever shall first occur.
- 1.5(b) EXECUTIVE POSITIONS:** The Executive shall consist of not less than ten (10) and not more than twelve (12) members, including the following positions: President, Vice-President, Immediate Past President, Secretary, Treasurer, Communications Director, Webmaster, Rally Director, Solo Director, Membership /Social Director. The first members of the Executive Committee shall be the persons who were at the date of the incorporation of the Club holding office as elected members of the Executive Committee of the unincorporated association known as the Vinland Motorsport Club. No person shall be eligible to serve as a member of the Executive who is not a member in good standing of the Club.
- 1.5(c) DUTIES OF OFFICE:**
- (i) **PRESIDENT:** The President shall, when present, preside at all meetings of the Club and of the Executive. He shall be charged with the general supervision and management of the operation and activities of the Club. He shall, with the Secretary or other officer appointed by the Executive, sign all resolutions, membership certificates, and all other documents and instruments requiring his signature and shall perform all duties incidental or usually pertaining to his office and shall have such other related powers and duties as may from time to time be assigned to him by the Executive.

- 1.5(c)(ii) VICE PRESIDENT:** The Vice President shall perform all the duties of and be subject to the same obligations as the President, whenever the President ceases to hold office for any reason or is prevented from attending to his duties, and may preside at all meetings of the Executive or of the Club in the absence of, or on the request of the President. He shall generally assist the President in his duties. He shall perform all the duties incidental or usually pertaining to his office and shall have other related powers and duties as may from time to time be assigned to him by the Executive.
- (iii) IMMEDIATE PAST PRESIDENT:** The Immediate Past President should attend all meetings of the Club and of the Executive and act in an advisory capacity allowing the Executive to avail themselves of his advice and experience, and thus facilitating the continuity of Club operations
- 1.5(c)(iv) SECRETARY:** The Secretary shall attend and act as Secretary at all meetings of the Club and of the Executive, and record all acts and minutes of the proceedings of such in a book to be kept for the purpose, and shall attend to the giving of all notices of the Club. He shall have custody and control of the Club's Corporate Seal and Corporate Minute Book, wherein shall be recorded the following: the Letters Patent of the Club; and Supplementary Letters Patent; all By-Laws duly authenticated; the names, alphabetically arranged, of all the members of the Club and all who have been members; the addresses of all such members; the names of all Executive members or Officers of the Club and all who have been Executive members or Officers, with the dates of election and resignation; the minutes of all meetings of the Executive and the Club; and all such other matters as shall properly be contained therein. He shall be the custodian of all books, papers, records, correspondence and other documents pertaining to the Club, and shall deliver up same to any person not being an Executive member for the time being only when so authorized by the Executive. He shall perform all duties incidental or usually pertaining to his office and shall have such other related powers and duties as may from time to time be assigned to him by the Executive.
- 1.5(c)(v) TREASURER:** The Treasurer shall have general charge of the finances of the Club. He shall deposit all monies and other valuable effects of the Club in the name of and to the credit of the Club in such banks or other depositories as designated by the Executive, and shall render to the Executive, whenever directed by the Executive, an account of the financial position of the Club and of all his transactions as Treasurer, and as soon as possible after the close of each financial year, he shall make and submit to the Executive a like report for such financial year. He shall have charge and custody of and be responsible for the keeping of the books of account required to be kept pursuant to the laws governing the Club. He shall perform all duties incidental or usually pertaining to his office and shall have such other related powers and duties as may from time to time be assigned to him by the Executive.
- 1.5(c)(vi) COMMUNICATIONS DIRECTOR:** The Communications Director shall organize

and oversee the timely communication to members and where appropriate to the media and members of the public of notices and other information concerning the holding and results of Club events and of other matters as shall be designated from time to time by the Executive. The Communications Director shall maintain a permanent record, including copies, of all such communications.

- 1.5(c)(vii) WEBMASTER:** The Webmaster shall advise the Executive with respect to the selection of an Internet Hosting Provider and develop and maintain the Club's website by the posting of notices and other information concerning Club events and the results of such events. He will also be the Moderator for any Club website Discussion Forum. He shall also be responsible for the forwarding of e-mails from the Executive to all Club members pertaining to Club activities. He shall also provide assistance and guidance in the development and management such data bases as may be required for Club record keeping.
- 1.5(c)(viii) MEMBERSHIP/SOCIAL DIRECTOR:** The Membership/Social Director shall present all completed Applications for Membership to the Executive for consideration. He shall compile and maintain an up to date list of all members and their standing within the Club. He shall be responsible for the issuing of Membership Cards and forwarding monthly lists of new members together with the required fees to the organizations with which the Club is affiliated. He shall also present a calendar of Social Activities to the Executive for inclusion in the yearly Schedule of Events, and will be responsible for managing the organization of such events in conjunction with other Executive members where appropriate.
- 1.5(c)(ix) RALLY DIRECTOR:** The Rally Director shall be responsible for supervising the setting up and running of all rally events by the Club. He shall conduct an annual Club Rally Championship Series, and will be responsible for the designation of the teams to set up and run each individual event and for providing them with a timetable for organizational deadlines. He shall also be responsible for obtaining all necessary permissions, permits, and insurance certificates, and for filing an Event Report with ASN(FIA) Canada for each event. He will also ensure that all events are held in compliance with the General Competition Rules of Atlantic Region Motor Sports. He shall provide the Webmaster and Communications Director with a copy of the results of all competitions for timely dissemination to the media and to members
- 1.5(c)(x) SOLO DIRECTOR:** The Solo Director shall be responsible for supervising the setting up and running of all Solo events by the Club. He shall conduct an annual Club Solo II Championship Series. and will be responsible for the designation of the teams to set up and run each individual event, and for providing them with a timetable for organizational deadlines. He shall also be responsible for obtaining all necessary permissions, permits, and

insurance certificates, and for filing an Event Report with ASN(FIA) Canada for each event. He will also ensure that all events are held in compliance with the General Competition Rules of Atlantic Region Motor Sports. He shall provide the Webmaster and Communications Director with a copy of the results of all competitions for timely dissemination to the media and to members

- 1.5(d) NOMINATION AND ELECTION:** A nominating committee consisting of three (3) members in good standing and the immediate Past President of the Club shall be appointed by the Executive at least three (3) months in advance of each Annual General Meeting. The committee shall present a slate of nominees, except for the position of Immediate Past President, for the Executive for the following year not later than thirty (30) days prior to the Annual General Meeting. All further nominations must be made in writing, signed by the nominee, and presented to the President not later than one meeting prior to the Annual General Meeting. Any nominee who is not present at such Annual General Meeting shall be disqualified as a nominee, unless his written consent is presented to the Chair of the Meeting. Upon the Chair of the Meeting declaring nominations closed, the Voting Members shall vote by ballot. An unsuccessful nominee from one ballot may be added to the list of nominees for one or more remaining Executive positions.
- 1.5(e) VACANCY:** The members for the time being of the Executive may act notwithstanding any vacancy in their body, provided that in case the number of the Executive shall at any time be reduced to less than the number prescribed by this By-Law as the necessary quorum, it shall be lawful for such number to act as the Executive for the sole purpose of increasing the number of members of the Executive, admitting persons to membership in the Club, or summoning a meeting.
- 1.5(f) REMOVAL:** The Members may by Resolution duly made and carrying two-thirds (2/3) of the votes cast at a General Meeting of the Club of which notice specifying the intention to pass such resolution has been given, remove any Executive member before the expiration of his term. The Executive itself shall have the same power by resolution carrying three-quarters (3/4) of the votes cast at any duly convened meeting of the Executive, subject to confirmation by the Club in general meeting, which said meeting shall take place not more than eight (8) weeks following the decision of the Executive.
- 1.5(g) SUBSTITUTES:** Save as otherwise provided herein, and except for the position of Immediate Past President, in the case of a vacancy occurring on the Executive through death, resignation, removal or other cause the members of the Executive remaining in office, by the affirmative vote of a majority of them, shall have power, at any time and from time to time, to appoint any other duly qualified person as a member of the Executive, and any person so appointed shall hold office until the next Annual Meeting of the Club. Provided however that should vacancy occur in the office of President, the Vice-President shall be

appointed in his place, and the Vice-President's former position shall be filled as hereinbefore provided.

- 1.5(h) GENERAL POWERS OF THE EXECUTIVE:** The Executive may pay all the expenses of, and preliminary and incidental to, the promotion, formation, establishment and incorporation of the Club, and may exercise all such powers of the Club and do on behalf of the Club all such acts as may be exercised and done by the Club and as are not by statute or by this By-Law required to be exercised or done by the Club in meeting, subject nevertheless to this By-Law, to the provisions of the statutes for the time being in force and affecting the Club, and to such other By-Laws, if any, being not inconsistent with the aforesaid as may be prescribed by the Club in General Meeting. Provided however that no resolution or By-Law made by the Club in General Meeting shall invalidate any prior act of the Executive which would have been valid if such By-Law had not been made.
- 1.5(i) POWER TO MAKE RULES:** The Executive may make Rules and Regulations for regulating the affairs of the Club which shall be binding on all members, and may from time to time revoke, alter, or replace any such Rules and Regulations.
- 1.5(j) COMMITTEES:** The Executive may delegate any of its powers to committees consisting of such members of the Club as it thinks fit. Any committee so formed shall, in the execution of the powers so delegated, conform with any requirements imposed on it by the Executive, and shall be directly responsible to the Executive. Meetings and proceedings of committees shall be governed by the provisions of this By-Law for regulating the meetings and proceedings of the Executive so far as applicable and so far as the same shall not be superseded by any By-Laws made by the Executive. The term of office for a member of a Committee shall expire at the next ensuing Annual General Meeting subject to reappointment by the next Executive.
- 1.5(k) OFFICERS, AGENTS AND EMPLOYEES:** The Executive may from time to time appoint such officers and agents and authorize the employment of such other persons as deemed necessary by the Executive to carry out effectively the objects of the Club, and such officers, agents or employees shall have such authority and shall perform such duties as shall be prescribed to them from time to time by the Executive. Such persons shall conform to all lawful orders given by the Executive and shall at all reasonable times give to the Executive or any member of the Executive all information they request regarding the affairs of the Club. All officers, managers, agents or employees so appointed are subject to removal from office or employment by the Executive at any time, without notice, and with or without cause.
- 1.5(l) REMUNERATION:** The Executive shall serve without remuneration, provided that out-of-pocket expenses may be reimbursed by the Club in a manner and to such extent as may be determined from time to time by the Executive.

EXECUTIVE MEETINGS

- 1.6(a) MEETINGS OF THE EXECUTIVE:** Meetings of the Executive may be called at any time by order of the President or Vice-President, or by any two (2) members of the Executive, or by written request from any three (3) Members of the Club. Notice specifying the place and time of such meeting shall be given to each member of the Executive, or left at, or mailed to, postage prepaid, or sent by electronic means, addressed to each member of the Executive at his address as it appears in the records of the Club, at least five (5) days prior to the time fixed for the meeting. A meeting of the Executive may be held at any time, at any place, and for any purpose, without notice, if all the Executive are present or have waived notice of the meeting in writing or by electronic means, either before or after the meeting. An Executive Meeting may also be held, without notice, immediately following the Annual General Meeting of the Club and at the same place. Notwithstanding the foregoing, except in extraordinary circumstances, an Executive Meeting shall be held not more than six (6) weeks following the preceding Executive Meeting.
- 1.6(b) QUORUM:** Fifty percent (50%) plus one (1) of the Executive members in office at the time, present in person or by proxy at a meeting, shall constitute a quorum for the transaction of business.
- 1.6(c) MAJORITY VOTE:** When not otherwise specified, all questions to be decided at meetings of the Executive shall be decided by majority vote of the quorum present. In the event of a tie vote on any question, the Chair may exercise a casting vote in addition to his personal vote. Each Executive member shall otherwise be entitled to one vote. A resolution in writing signed by all members of the Executive for the time being or by all the members for the time being of any Committee who are duly entitled to receive notice of a meeting of the Executive or of such Committee (as the case may be), shall be as valid and effectual as if it had been passed at a meeting of the Executive or of such Committee (as the case may be) duly convened and constituted.
- 1.6(d) CHAIR AND SECRETARY:** The President shall chair all meetings of the Executive and the Secretary shall act as Secretary thereof. A declaration by the Chair that a resolution has been carried, and an entry to the effect by the Secretary in the minutes of the meeting is *prima facie* evidence of the fact, without proof of the number or proportion of the votes in favor or against such resolution. A resolution in writing signed by all members of the Executive is as valid and effectual as if it had been passed at a meeting of the Executive duly convened and constituted.
- 1.6(e) DEFECT IN APPOINTMENT:** All acts done *bona fide* by any meeting of the Executive or by any committee or by any person acting as an Officer or Member of the

Executive shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Member or person acting as aforesaid, or that they or any of them were disqualified or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be an Officer or a Member of the Executive, as the case may be.

- 1.6(f) MINUTES:** The Executive shall cause proper minutes to be made of proceedings at meetings of the Club and of the Executive and Committees, and of all business transacted at such meetings. Any minute purporting to be signed by the Chair of such meeting, or by the Chair of the next succeeding meeting, shall be sufficient evidence without further proof of the facts therein stated.
- 1.6(g) INDEMNIFICATION OF EXECUTIVE:** Every Executive member and his heirs, executors, administrators and other legal personal representatives shall at all time be indemnified and saved harmless by the Club from and against any liability and all costs, charges and expenses that he sustains or incurs in respect of any action, suit or proceeding proposed or commenced against him in respect of the execution of the duties of his office, and all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Club. Provided always that none of the foregoing shall apply in respect of any matter occasioned by an act or omission of an Executive member which is willful and wrongful, nor shall it apply to any liability that he may have to the Club itself for breach of any duty owing by him to the Club.

FINANCIAL MATTERS

- 1.7(a) SIGNING OFFICERS:** All deeds, contracts, bonds, debentures and other documents requiring execution by the Club may be signed and/or sealed by any two of the President, the Secretary and Treasurer, or by such two Executive members as the Executive may otherwise authorize from time to time by resolution. For the purposes of all persons or organizations *bona fide* dealing with the Club at arm's length, such signatures shall be conclusive evidence of the proper signing and/or sealing of such document. Except as aforesaid no Executive member, officer, agent or employee has power or authority to bind the Club by any contract or engagement, or to pledge its credit.
- 1.7(b) CORPORATE SEAL:** The Corporate Seal of the Club shall bear the name of the Club and the year of its incorporation.
- 1.7(c) CONFLICT OF INTEREST:** A member of the Executive who is in any way, whether directly or indirectly, interested in a contract or in a proposed dealing with the Club, shall declare such interest at a meeting of the Executive, and refrain from voting in respect of any such matter, unless the Executive shall otherwise authorize.

- 1.7(d) ACCOUNTS:** The Executive shall cause usual and proper books of accounts to be kept. Such books shall be located at the Registered Office of the Club or, subject to any provision of law, at such other place or places as the Executive shall think fit, and shall be open to reasonable inspection by Members.
- 1.7(e) FISCAL YEAR:** The fiscal year of the Club shall end on the 31st day of March in each year, or on other such day as may be determined by resolution of the Executive.
- 1.7(f) BANKING:** The banking business of the Club shall be transacted with such bank, trust company or other firm carrying on a banking business as the Executive may designate, appoint or authorize from time to time by resolution. All such banking business or any part thereof shall be transacted on the Club's behalf by such two or more officers and/or other person or persons as the Executive may by resolution direct, including the operation of the Club's accounts, the making, signing, endorsing, drawing, accepting, negotiating, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for payment of money, the giving of receipts for and orders related to any property of the Club, the execution of any agreement relating to any banking business and defining the rights and powers of the parties thereto, and the authorization of any officer of such bank to do any act or thing on the Club's behalf to facilitate such banking business.

CLUB EVENTS

- 1.8 CLUB EVENTS:** All Club events shall be organized and conducted in accordance with the rules and regulations of the Club.

AMENDMENT OF BY-LAWS

- 1.9(a) AMENDMENT OF BY-LAWS:**
- (i)** The Executive may, from time to time, enact By-Laws not contrary to law or to the incorporation documents of the Club, but every such By-Law (excepting such By-Law as may be the provisions of the laws governing the Club require to be sanctioned, approved or confirmed by the Members before becoming effective) and every repeal, amendment or re-enactment thereof, unless in the meantime sanctioned by a two-thirds (2/3) majority of the members voting at a meeting of the Club duly called for that purpose, shall have force and effect only until the next Annual General Meeting of the Club, and in default of confirmation thereat shall, but as and from that time only, cease to be in force.
 - (ii)** A resolution by a member to amend the constitution or By-Laws shall be submitted in writing to the Executive at a regular Executive meeting at least twenty-eight (28) days before the resolution is put before the membership for voting. Notice of motion to change

the constitution and/or By-Laws shall be given or made available to all paid members at least fourteen (14) days prior to the date of voting.

MEMBERS BOUND

1.10 MEMBERS BOUND: Every member, whether or not he shall have actually received copies of the Articles of Incorporation and the By-Laws, shall be deemed to have notice of them and is bound thereby.