

# **BYLAW NO. 1**

A BYLAW RELATING GENERALLY TO THE CONDUCT OF THE BUSINESS AND AFFAIRS OF AVLITEX LIMITED

A CORPORATION INCORPORATED PURSUANT TO THE LAWS OF ONTARIO

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BYLAW NO. 1 - A BYLAW RELATING GENERALLY TO THE CONDUCT OF THE BUSINESS AND AFFAIRS OF AVLITEX LIMITED

# **SECTION 1 - INTERPRETATION**

## **1.1 DEFINITIONS**

In the Bylaws of the Corporation, unless the context otherwise requires:

- a. "Act" means the *Business Corporations Act*, RSO 1990, c B.16, as from time to time amended or replaced;
- b. "appoint" includes "elect" and vice versa;
- c. "Articles" means the original or restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization and articles of revival of the Corporation and includes any amendments thereto;
- d. "Board" means the board of directors of the Corporation, and "director" means a member of the Board;
- e. "Bylaws" means these Bylaws and all other Bylaws of the Corporation from time to time in force and effect;
- f. "Corporation" means AVLITEX LIMITED;

- g.** "entity" means a body corporate, a partnership, a trust, a joint venture or an unincorporated association or organization;
- h.** "meeting of shareholders" means an annual meeting of shareholders and/or a special meeting of shareholders;
- i.** "recorded address" means:
  - i.** in the case of a shareholder, such person's address as recorded in the shareholder register;
  - ii.** in the case of joint shareholders, the address appearing in the shareholder register in respect of the joint holding or the first address so appearing if there is more than one;
  - iii.** in the case of an officer, auditor or member of a committee of the Board, such person's latest address as recorded in the records of the Corporation; and
  - iv.** in the case of a director, such person's latest address as recorded in the most recent notice filed under the Act;
- j.** "shareholder debt" means any principal or interest due in respect of any indebtedness owing by the holder of shares of any class or series of the Corporation, including, without limitation, an amount unpaid in respect of a share issued by a body corporate on the date it was continued under the Act;
- k.** "special meeting of shareholders" includes a meeting of any class or classes of shareholders and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders; and
- l.** "Unanimous Shareholder Agreement" means an otherwise lawful written agreement among all of the shareholders of the Corporation or among all such shareholders and one or more persons who are not shareholders, that restricts in whole or in part the powers of the

directors to manage or supervise the management of the business and affairs of the Corporation, as from time to time amended.

Other than as specified above, words and expressions defined in the Act, have the same meanings when used herein. Words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing a person include an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.

## **SECTION 2 - GENERAL BUSINESS**

### **2.1 CORPORATE SEAL**

The Corporation may, but need not, adopt a corporate seal and, if one is adopted, it may be changed from time to time by the Board.

### **2.2 FINANCIAL YEAR**

The Board may, by resolution, fix the financial year-end of the Corporation and, subject to applicable laws and regulations, may from time to time, by resolution, change the financial year-end of the Corporation.

### **2.3 EXECUTION OF INSTRUMENTS**

Contracts, documents or instruments in writing requiring execution by the Corporation shall be signed by any one or more of the officers or directors, and all contracts, documents or instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The Board is authorized from time to time by resolution to appoint any officer or officers or any other person or persons on behalf of the Corporation to sign and deliver either contracts, documents or instruments in writing generally or to sign either manually or by electronic

signature and deliver specific contracts, documents or instruments in writing.

The term "contracts, documents or instruments in writing" as used in this bylaw shall include deeds, mortgages, charges, conveyances, powers of attorney, transfers and assignments of property of all kinds (including specifically but without limitation transfers and assignments of shares, warrants, bonds, debentures or other securities), proxies for shares and other securities and all paper writings.

## **2.4 BANKING ARRANGEMENTS**

The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies, credit unions or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe.

## **SECTION 3 - BORROWING AND SECURITY**

### **3.1 BORROWING POWER**

1. Without limiting the borrowing powers of the Corporation as set forth in the Act, but subject to the Articles and any Unanimous Shareholder Agreement, the Board may from time to time on behalf of the Corporation, without authorization of the shareholders:
  - a. borrow money upon the credit of the Corporation;
  - b. issue, reissue, sell or pledge bonds, debentures, notes or other debt obligations or guarantees of the Corporation, whether secured or unsecured;

- c. give, directly or indirectly, financial assistance to any person by means of a loan, a guarantee on behalf of the Corporation to secure performance of any present or future indebtedness, liability or obligation of any person; and
  - d. mortgage, hypothecate, pledge or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation, including, without limitation, accounts, rights, powers, franchises and undertakings to secure any such bonds, debentures, notes or other debt obligations or guarantees or any other present or future indebtedness, liability or obligation of the Corporation.
2. Nothing in Section 3.1(1) limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

## **3.2 DELEGATION**

Subject to the Act, the Articles and any Unanimous Shareholder Agreement, the Board may from time to time delegate to a committee of the Board, a director or an officer of the Corporation or any other person as may be designated by the Board all or any of the powers conferred on the Board by Section 3.1 or by the Act to such extent and in such manner as the Board may determine at the time of such delegation.

## **SECTION 4 - DIRECTORS**

### **4.1 DUTIES OF DIRECTORS**

Subject to any Unanimous Shareholder Agreement, the Board shall manage or supervise the management of the business and affairs of the Corporation.

### **4.2 NUMBER OF DIRECTORS**



Until changed in accordance with the Act, the Board shall consist of not fewer than the minimum number and not more than the maximum number of directors as set out in the Articles.

#### **4.3 QUALIFICATION**

1. No person shall be qualified for election or appointment as a director if such person:
  - a. is less than 18 years of age;
  - b. has been found under the *Substitute Decisions Act, 1992* or under the *Mental Health Act* to be incapable of managing property or who has been found to be incapable by a court in Canada or elsewhere;
  - c. is not an individual; or
  - d. has the status of bankrupt.
2. A director need not be a shareholder.

#### **4.4 ELECTION AND TERM**

1. Directors shall be elected by the shareholders at the first meeting of shareholders after the effective date of this Bylaw and at each succeeding annual meeting at which an election of directors is required, and shall hold office until the next annual meeting of shareholders or, if elected for an expressly stated term, for a term expiring not later than the close of the third annual meeting of shareholders following the election.
2. The election of directors shall be by resolution, or if demanded by a shareholder or a proxyholder, by ballot.
3. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

4. A person who is elected or appointed to hold office as a director is not a director and is deemed not to have been elected or appointed to hold office as a director unless:
- a. such person was present at the meeting when the election or appointment took place and such person did not refuse to hold office as a director; or
  - b. such person was not present at the meeting when the election or appointment took place, and:
    - i. such person consented to hold office as a director in writing before the election or appointment or within 10 days after it; or
    - ii. such person has acted as a director pursuant to the election or appointment.

#### **4.5 REMOVAL OF DIRECTORS**

Subject to the Act, the shareholders may by ordinary resolution passed at an annual or special meeting of shareholders, remove any director from office, and the vacancy created by such removal may be filled at the same meeting, failing which it may be filled by the Board.

#### **4.6 CEASING TO HOLD OFFICE**

A director ceases to hold office when:

- a. such person dies;
- b. such person is removed from office by the shareholders;
- c. such person ceases to be qualified for election as a director; or
- d. such person's written resignation is received by the Corporation, or, if a time is specified in such resignation, at the time so specified, whichever is later.

#### **4.7 FILLING VACANCIES**

Subject to the Act and any Unanimous Shareholder Agreement, a quorum of the Board may fill a vacancy in the Board, except for a vacancy resulting from:

- a. an increase in the number or minimum number of directors; or
- b. a failure of the shareholders to elect the number or minimum number of directors provided for in the Articles.

#### **4.8 ACTION BY THE BOARD**

1. Subject to any Unanimous Shareholder Agreement, the Board shall exercise its powers by or pursuant to a Bylaw or resolution either by the signatures of all the directors then in office, if constituting a quorum or passed at a meeting of the directors at which a quorum is present.
2. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

#### **4.9 CONFLICT OF INTEREST**

A director who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Corporation shall disclose in writing to the Corporation, or request to have entered in the minutes of the meeting of directors, the nature and extent of such person's interest at the time and in the manner provided by the Act. Such a director may participate in any discussion related thereto but shall not vote on any resolution to approve the same except as provided by the Act.

#### **4.10 REMUNERATION AND EXPENSES**

Subject to any Unanimous Shareholder Agreement, the directors shall be paid such remuneration for their services as the Board may from time to time determine. The directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the Board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

## **SECTION 5 - MEETINGS OF DIRECTORS**

### **5.1 MEETING BY TELEPHONE OR ELECTRONIC FACILITIES**

If all the directors consent thereto generally or in respect of a particular meeting, a director may participate in a meeting of the Board or of a committee of the Board by means of such telephone, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, and a director participating in such a meeting by such means shall be deemed to be present at such meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the Board and of committees of the Board.

### **5.2 CALLING OF MEETINGS**

Meetings of the Board shall be held from time to time at such time and at such place as the Board, the Chairperson of the Board, the Chief Executive Officer, the President or the directors may determine.

### **5.3 NOTICE OF MEETINGS**

- a. Notice of the time and place of each meeting of the Board shall be given in the manner provided in Section 10 to each director: a. not less than 48 hours before the time when the meeting is to be held if the notice is mailed; or b. not less than 24 hours before the time the

meeting is to be held if the notice is given personally, is delivered or sent by any means of transmitted or recorded communication.

- b.** A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business or the general nature thereof to be specified.

#### **5.4 WAIVER OF NOTICE**

A director may in any manner or at any time waive notice of or otherwise consent to a meeting of the Board. Attendance of a director at a meeting of the Board shall constitute a waiver of notice of that meeting except where a director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been properly called.

#### **5.5 FIRST MEETING OF NEW BOARD**

As long as a quorum of directors is present, each newly elected Board may without notice hold its first meeting immediately following the meeting of shareholders at which such Board is elected.

#### **5.6 ADJOURNED MEETING**

Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

#### **5.7 REGULAR MEETINGS**

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

## **5.8 CHAIRPERSON AND SECRETARY**

The chairperson of any meeting of the Board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: Chairperson of the Board; Chief Executive Officer; or President. If no such officer is present, the directors present shall choose one of their number to be chairperson. The Secretary shall act as secretary of any meeting of the Board, and, if the Secretary is absent, the chairperson of the meeting shall appoint a person who need not be a director to act as secretary of the meeting.

## **5.9 QUORUM**

Subject to Section 5.1 and any Unanimous Shareholder Agreement, a majority of the directors constitutes a quorum at a meeting of the Board.

## **5.10 VOTES TO GOVERN**

- a.** At all meetings of the Board, every question shall, subject to any Unanimous Shareholder Agreement, be decided by a majority of the votes cast on the question.
- b.** Unless a ballot is demanded, an entry in the minutes of a meeting to the effect that the chairperson of the meeting declared a resolution to be carried or defended is, in the absence of evidence to the contrary, proof of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## **5.11 CASTING VOTE**

In case of an equality of votes at a meeting of the Board, the chairperson of the meeting shall, subject to any Unanimous Shareholder Agreement, not be entitled to a second or casting vote.

## **5.12 RESOLUTION IN LIEU OF MEETING**

A resolution in writing, signed by all the directors entitled to vote on that resolution at a meeting of directors, is as valid as if it had been passed at a meeting of directors.

### **5.13 ONE DIRECTOR MEETING**

Where the Board consists of only one director, that director may constitute a meeting.

## **SECTION 6 - OFFICERS**

### **6.1 APPOINTMENT**

Subject to any Unanimous Shareholder Agreement, the Board may from time to time designate the offices of the Corporation and from time to time appoint a Chairperson of the Board, Chief Executive Officer, President, one or more vice-presidents (to which title may be added words indicating seniority or function), a Secretary, a Treasurer and such other officers as the Board may determine, including, without limitation, one or more assistants to any of the officers so appointed.

One person may hold more than one office. The Board may specify the duties of and, in accordance with these Bylaws and subject to the Act, delegate to such officers policies to manage the business and affairs of the Corporation. Except for the Chairperson of the Board and the Chief Executive Officer, an officer may but need not be a director.

### **6.2 CHAIRPERSON OF THE BOARD**

The Board may from time to time appoint a Chairperson of the Board who shall be a director. If appointed, the Board may assign to the Chairperson of the Board any of the powers and duties that are by any provisions of these Bylaws assigned to the Chief Executive Officer or to the President. The Chairperson shall have such other powers and duties as the Board may specify.

### **6.3 CHIEF EXECUTIVE OFFICER**

The Board may from time to time appoint a Chief Executive Officer. If appointed, subject to the authority of the Board, the Chief Executive Officer shall have general supervision of the business and affairs of the Corporation. The Chief Executive Officer shall have such other powers and duties as the Board may specify. During the absence or disability of the President, or if no President has been appointed, the Chief Executive Officer shall also have the powers and duties of that office.

### **6.4 PRESIDENT**

If appointed, the President shall, subject to the authority of the Board, have general supervision of the business of the Corporation. The President shall have such other powers and duties as the Board may specify. During the absence or disability of the Chief Executive Officer, or if no Chief Executive Officer has been appointed, the President shall also have the powers and duties of that office.

### **6.5 SECRETARY**

Unless otherwise determined by the Board, the Secretary shall attend and be the secretary of all meetings of the Board, shareholders and committees of the Board that such person attends. The Secretary shall enter or cause to be entered in records kept for that purpose minutes of all proceedings at meetings of the Board, shareholders and committees of the Board, whether or not such person attends such meetings. The Secretary shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the Board. The Secretary shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, records and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose. The Secretary shall have such other powers and duties as otherwise may be specified.



## **6.6 TREASURER**

The Treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation. The Treasurer shall render to the Board whenever required an account of all such person's transactions as treasurer and of the financial position of the Corporation. The Treasurer shall have such other powers and duties as otherwise may be specified.

## **6.7 POWERS AND DUTIES OF OFFICERS**

The powers and duties of all officers shall be such as the terms of their engagement call for or as the Board or (except for those whose powers and duties are to be specified only by the Board) the Chief Executive Officer may specify. The Board and (except as aforesaid) the Chief Executive Officer may, from time to time and subject to the provisions of the Act and any Unanimous Shareholder Agreement, vary, add to or limit the powers and duties of any officer. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the Board or the Chief Executive Officer otherwise directs.

## **6.8 TERM OF OFFICE**

Subject to any Unanimous Shareholder Agreement, the Board, in its discretion, may remove any officer of the Corporation. Otherwise, each officer appointed by the Board shall hold office until such person's successor is appointed or until such person's earlier resignation.

## **6.9 CONFLICT OF INTEREST**

An officer shall disclose such person's interest in any material contract or transaction or proposed material contract or transaction with the Corporation in accordance with Section 4.9.

## **SECTION 7 - PROTECTION OF DIRECTORS, OFFICERS AND OTHERS**

### **7.1 LIMITATION OF LIABILITY**

Every director and officer of the Corporation in exercising such person's powers and discharging such person's duties shall act honestly and in good faith with a view to the best interests of the Corporation and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, omissions, failures, neglects or defaults of any other director, officer or employee, or for joining in any act for conformity, or for any loss, damage or expense suffered or incurred by 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 deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on such person's part, or for any other loss, damage or misfortune which shall happen in the execution of the duties of such person's office or in relation thereto. Nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

### **7.2 INDEMNITY**

- a.** The Corporation may indemnify a director or officer of the Corporation, a former director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer (or an individual acting in a similar capacity) of another entity, against all costs, charges and expenses, including, without limitation, an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal,

administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other entity.

- b.** The Corporation shall not indemnify a person under Section 7.2(a) unless such person: a) acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which such person acted as a director or officer or in a similar capacity at the Corporation's request; and b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such person had reasonable grounds for believing that such person's conduct was lawful.
- c.** The Corporation may also indemnify a person referred to in Section 7.2(a) in such circumstances as the Act or law permits or requires. Nothing in these Bylaws shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of these Bylaws.

## **SECTION 8 - SECURITIES**

### **8.1 SHAREHOLDER REGISTER**

The Corporation shall prepare and maintain a shareholder register in which it records the securities issued by it in registered form, showing with respect to each class or series of securities:

- a.** the names, alphabetically arranged, of each person who:
  - i.** is or has been registered as a shareholder of the Corporation, the latest known address of every such person while a holder, and the number and class of shares registered in the name of such holder; or
  - ii.** is or has been registered as a holder of debt obligations of the Corporation, the latest known address of every such person while a

holder, and the class or series and principal amount of the debt obligations registered in the name of such holder; and

- b.** the date and particulars of the issue and transfer of each security.

The shareholder register may be maintained in electronic format and may be stored at the Corporation's registered office or any other place as permitted by the Act.

## **SECTION 9 - MEETINGS OF SHAREHOLDERS**

### **9.1 ANNUAL MEETINGS**

The annual meeting of shareholders shall be held at such time in each year and, subject to Section 9.4, at such place as the Board may from time to time determine, for the purpose of considering the minutes of an earlier meeting, considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing or waiving the appointment of an auditor, fixing or authorizing the directors to fix the remuneration payable to any such auditor and for the transaction of such other business as may properly be brought before the meeting.

### **9.2 SPECIAL MEETINGS**

The Board shall have power to call a special meeting of shareholders at any time.

### **9.3 MEETING HELD BY ELECTRONIC MEANS**

- 1.** Any person entitled to attend a meeting of shareholders may vote and otherwise participate in the meeting by means of telephone, internet, video conference, or other communication facility made available by the Corporation that permits all participants to communicate adequately with each other during the meeting. A person participating

in a meeting of shareholders by such means is deemed to be present at the meeting.

2. Directors who call (but not shareholders who requisition) a meeting of shareholders may determine that:
  - a. the meeting shall be held, in accordance with the regulations, entirely by means of telephone, internet, video conference, or other communication facility that permits all participants to communicate adequately with each other during the meeting; and
  - b. any vote shall be held, in accordance with the regulations, entirely by means of telephone, internet, video conference, or other communication facility that the Corporation has made available for that purpose.
3. Any vote at a meeting of shareholders may be carried out by means of a telephone, internet, video conference, or other communication facility, if the facility:
  - a. enables the votes to be gathered in a manner that permits their subsequent verification; and
  - b. permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how each shareholder or group of shareholders voted.

#### **9.4 PLACE OF MEETINGS**

1. Subject to the articles and any unanimous shareholder agreement, meetings of shareholders shall be held at such place in or outside Ontario as the directors determine or, in the absence of such a determination, at the place where the registered office of the Corporation is located.

#### **9.5 NOTICE OF MEETINGS**

Notice of the time and place of each meeting of shareholders shall be made in accordance with the Act.

## **9.6 CHAIRPERSON, SECRETARY**

The chairperson of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: chairperson of the Board; Chief Executive Officer; President; or a vice-president who is a shareholder. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairperson. If the Secretary is absent, the chairperson shall appoint some person, who need not be a shareholder, to act as secretary of the meeting.

## **9.7 PERSONS ENTITLED TO BE PRESENT**

The only persons entitled to be present at a meeting of the shareholders shall be those entitled to attend or vote at the meeting, the directors, auditor, legal counsel of the Corporation and others who, although not entitled to attend or vote, are entitled or required under any provision of the Act, the Articles, Bylaws or Unanimous Shareholder Agreement to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.

## **9.8 QUORUM**

Subject to any Unanimous Shareholder Agreement, quorum of shareholders shall be that which is set out in the Act.

## **9.9 PROXYHOLDERS AND REPRESENTATIVES**

Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder as set out in the Act.

## **9.10 JOINT SHAREHOLDERS**

If two or more persons hold shares jointly, any one of them present in person or duly represented at a meeting of shareholders may, in the absence of the other or others, vote the shares, but, if two or more of those persons are present in person or represented and vote, they shall vote as one the shares jointly held by them.

## **9.11 VOTES TO GOVERN**

At any meeting of shareholders, every question shall, unless otherwise required by the Articles, Bylaws, any Unanimous Shareholder Agreement or by law, be determined by a majority of the votes cast on the question.

## **9.12 CASTING VOTE**

In case of an equality of votes at any meeting of shareholders either on a show of hands or on a poll, the chairperson of the meeting shall not, subject to any Unanimous Shareholder Agreement, be entitled to a second or casting vote.

## **9.13 SHOW OF HANDS**

Subject to the Act, any question at a meeting of shareholders shall be decided by a show of hands, unless a ballot is required or demanded as provided. On a show of hands, every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands has been taken on a question, unless a ballot is demanded, an entry in the minutes of a meeting of shareholders to the effect that the chairperson declared a resolution to be carried or defeated is, in the absence of proof to the contrary, proof of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

## **9.14 BALLOTS**

On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken on it, the chairperson may require a ballot or any person who is present and entitled to vote on the question at the meeting may demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairperson shall direct. A requirement or demand for a ballot may be withdrawn at any time before the taking of the ballot. If a ballot is taken, each person present shall be entitled, in respect of the shares which such person is entitled to vote at the meeting on the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders on the question.

### **9.15 ADJOURNMENT**

The chairperson at a meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than 30 days, it will not be necessary to give notice of the adjourned meeting, other than by announcement at the original meeting that is adjourned. Subject to the Act, if a meeting of shareholders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.

### **9.16 RESOLUTION IN LIEU OF MEETING**

A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders unless, in accordance with the Act:

- a. in the case of the resignation or removal of a director, or the appointment or election of another person to fill the place of that director, a written statement is submitted to the Corporation by the director giving the reasons for such person's resignation or the reasons why such person opposes any proposed action or resolution for the



purpose of removing such person from office or the election of another person to fill the office of that director; or

- b.** in the case of the removal or resignation of an auditor, or the appointment or election of another person to fill the office of auditor, representations in writing are made to the Corporation by that auditor concerning its proposed removal, the appointment or election of another person to fill the office of auditor or its resignation.

## **9.17 ONLY ONE SHAREHOLDER**

Where the Corporation has only one shareholder or only one holder of any class or series of shares, the shareholder present in person or duly represented constitutes a meeting.

## **SECTION 10 - NOTICES**

### **10.1 METHOD OF GIVING NOTICES**

Any notice (which includes, without limitation, any communication or document) to be given pursuant to the Act, the regulations, the Articles, the Bylaws, any Unanimous Shareholder Agreement or otherwise to a shareholder, director, officer, auditor or member of a committee of the Board shall be sufficiently given if delivered personally to the person to whom it is to be given or if mailed to such person at such person's recorded address by prepaid, ordinary or air mail, or if sent to such person at such person's recorded address by means of any electronic or other communication facility. A notice so delivered shall be deemed to have been given when it is delivered personally and a notice so mailed shall be deemed to have been given when deposited in a post office or public mailbox. A notice sent by any electronic or other means of communication shall be deemed to have been given when delivered to the receiving party. The Secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the

Board in accordance with any information believed by such person to be reliable.

## **10.2 NOTICE TO JOINT SHAREHOLDERS**

If two or more persons are registered as joint holders of any share, any notice may be addressed to all such joint holders, but notice addressed to one of those persons shall be sufficient notice to all of them.

## **10.3 CALCULATION OF TIME**

In calculating time for the purpose of giving notice of a meeting or other event, the period shall begin on the day following the event that began the period and shall end at midnight of the last day of the period, except that, if the last day of the period falls on a non-business day, the period shall end at midnight on the next business day.

## **10.4 UNDELIVERED NOTICES**

If any notice given to a shareholder pursuant to Section 10.1 is returned on two consecutive occasions because such shareholder cannot be found, the Corporation shall not be required to give any further notices to that shareholder until such person informs the Corporation in writing of such person's new address.

## **10.5 OMISSIONS AND ERRORS**

The accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the Board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance of the notice shall not invalidate any action taken at any meeting held pursuant to the notice or otherwise founded on it.

## **10.6 PERSONS ENTITLED BY DEATH OR OPERATION OF LAW**

Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of the share which has been duly given to the shareholder from whom such person derives such person's title to the share before such person's name and address is entered on the shareholder register (whether the notice was given before or after the happening of the event on which such person became so entitled) and before such person furnished the Corporation with the proof of authority or evidence of such person's entitlement prescribed by the Act.

## **10.7 WAIVER OF NOTICE**

Any shareholder, proxyholder or other person entitled to notice of or attend a meeting of shareholders, director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to such person under the Act, the regulations, the Articles, the Bylaws, any Unanimous Shareholder Agreement or otherwise, and that waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given, shall cure any default in the giving or in the time of the notice, as the case may be. Any such waiver or abridgement shall be in writing, except a waiver of notice of a meeting of shareholders or of the Board or a committee of the Board, which may be given in any manner.

## **SECTION 11 - EFFECTIVE DATE**

### **11.1 EFFECTIVE DATE**

These Bylaws shall come into force when made by the Board in accordance with the Act.

### **11.2 PARAMOUNTCY**

In the event of any conflict between any provision of these Bylaws and any provision of any Unanimous Shareholder Agreement, the provision of the

Unanimous Shareholder Agreement shall prevail to the extent of the conflict, and the directors and the shareholders shall amend these Bylaws accordingly.

### **11.3 REPEAL**

All previous Bylaws of the Corporation, if any, are repealed as of the coming into force of these Bylaws. The repeal shall not affect the previous operation of any Bylaws so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any Articles or predecessor charter documents of the Corporation obtained pursuant to, any such Bylaws before its repeal. All officers and persons acting under any Bylaws so repealed shall continue to act as if appointed under the provisions of these Bylaws, and all resolutions of the shareholders or the Board or a committee of the Board with continuing effect passed under any repealed Bylaws shall continue to be good and valid except to the extent inconsistent with these Bylaws and until amended or repealed.

This Bylaw No. 1 was made by the director of the Corporation on October 17, 2024, and has been confirmed by the shareholders.



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RAYMOND NORBURY