

**ARTICLES OF ASSOCIATION  
OF SYMONS GATE HOMEOWNERS ASSOCIATION**

1. The Articles of Association contained in Table "A" in the Schedule to the *Companies Act* (Alberta) do not apply to this Company.

**INTERPRETATION**

2. The headings used throughout these Articles shall not affect the construction hereof. In these Articles and the Memorandum of Association of this Company, unless the context otherwise requires, expressions defined in the *Companies Act* (Alberta) or any statutory amendment or modification thereof, shall have the meaning so defined, and the following terms shall have the following meanings:

- (a) **"Brookfield"** means Brookfield Residential (Alberta) LP, by its general partner Carma Ltd., its successors and assigns;
- (b) **"Symons Gate Amenities"** means certain public community lands and/or private amenity lands as designated by Brookfield, in each case including the improvements thereon, all of which will be situate within the Symons Gate Lands, all or any of the equipment, chattels and assets used in connection therewith. For greater certainty, the Symons Gate Amenities include one or more recreation facilities, community entranceway features, neighbourhood parks and gardens and such other amenities situate on public and private lands as Brookfield may determine in the course of developing the Symons Gate Lands;
- (c) **"Symons Gate Lands"** means the residential subdivision lands owned by Brookfield in the north portion of the City of Calgary and designated by Brookfield as the Symons Gate Lands, within the area shown in Exhibit 1 to the Symons Gate Management Agreement, situated within lands contained in the City's Symons Gate Area Structure Plan, and, if Brookfield in its sole and unfettered discretion so decides, such other lands in the vicinity thereof (as may be owned by Brookfield or by other developers as approved from time to time by Brookfield in its sole and unfettered discretion);
- (d) **"Symons Gate Management Agreement"** means that agreement to be entered into between the Company and Brookfield, the form of which agreement is Schedule A to the Symons Gate brochure;
- (e) **"City"** means The City of Calgary;
- (f) **"Companies Act (Alberta)"** means the *Companies Act* R.S.A. 2000, c. C-21, as amended or any substitution therefor from time to time;
- (g) **"Company"** means Symons Gate Homeowners Association;

- (h) **"Directors"**, "Board" and "Board of Directors" means the directors of the Company for the time being;
- (i) **"Effective Date"** has the meaning ascribed to that term in the Symons Gate Management Agreement;
- (j) **"Electronic Transactions Act (Alberta)"** means the Electronic Transactions Act, R.S.A. 2000, c. E-5.5, as amended or any substitution thereof from time to time;
- (k) **"Encumbrance"** means an instrument to secure the annual rental charge to be paid by certain of the Members of the Company to the Company and registered or to be registered against the title to residential lands of persons in the Symons Gate Lands who are Members of the Company, in favour of the Company, for the purpose of forming an enforceable encumbrance pursuant to the provisions of the *Land Titles Act* (Alberta);
- (l) **"Family Members"** means the spouse (whether legally married to or not) of a Homeowner Member or Tenant Member and the unmarried children of such Homeowner Member or Tenant Member and/or such spouse which spouse and children are actually residing in the residential property of the Homeowner Member or Tenant Member;
- (m) **"Homeowner Member"** means the registered owner (including Brookfield as applicable) or one of the registered owners (as designated by those registered owners) of a single family property, a condominium unit, or multi-family rental property in respect of which a separate certificate of title is issued for each unit (or, in each case, a single tenant residing in such property as designated by the registered owner or owners thereof) located in the Symons Gate Lands, who is a qualified Member of the Company;
- (n) **"Manager"** means Brookfield as the manager appointed under the Symons Gate Management Agreement, and its successors and assigns as permitted thereunder;
- (o) **"Member"** means a person for the time being entered in the Register of Members of the Company and Members means collectively all of them from time to time, inclusive of Homeowner Members, Rental Members, Family Members, and Tenant Members;
- (p) **"month"** means calendar month;
- (q) **"office"** means the registered office of the Company for the time being;
- (r) **"Rental Member"** means the registered owner or one of the registered owners of a multi-family residential rental project located in the Symons Gate Lands, who is a qualified Member of the Company;

- (s) **"rent charges", "rental charges", "annual rental charge"** and similar expressions means the fees assessed by the Company for its Members, as more particularly described in these Articles;
- (t) **"Rules"** means the rules and regulations relating to the use of the Symons Gate Amenities, initially in the form of Schedule E to the Symons Gate brochure, as such rules and regulations may be amended from time to time in accordance with the terms of these Articles;
- (u) **"Tenant Member"** means a tenant actually renting and residing in a multi-family rental project located in the Symons Gate Lands that may or may not be owned by a Rental Member in accordance with these Articles;
- (v) **"Voting Members"** means the Members who are entitled to vote at meetings of the Company and shall be restricted to only Homeowner Members and Rental Members or their respective designates as provided herein, and the subscribers hereto while such subscribers remain Members hereunder; and
- (w) **"writing"** and "written" includes printing, typewriting, lithographing and other modes of representing or reproducing words in visible form which, without restricting the generality of the foregoing shall include fax and records (including signatures) in electronic form that fulfill the requirements of the Electronic Transactions Act (Alberta).

Words importing the singular number include the plural number and vice versa; words importing the masculine gender shall include the feminine and words importing persons shall include corporations and companies.

### **REGISTERED OFFICE**

3. Subject to the provisions of the *Companies Act* (Alberta), the Company may, by ordinary resolution of the Directors change from time to time the place within Alberta where the registered office of the Company is to be situated.

### **MEMBERS**

4. The subscribers hereto shall be Members until they resign. Every person owning a single family or multi-family residential property in the Symons Gate Lands, (including a condominium unit or other residential unit in respect of which a separate certificate of title has been issued), or being a tenant living in a rental project in the Symons Gate Lands, shall be entitled to become a Member in good standing as long as such person so owns such residential property, or rental project, or such tenant lives in such rental project, and shall forthwith cease to be a Member at any time such residential property or rental project in the Symons Gate Lands is not owned by such person or that such person ceases to be a tenant therein; PROVIDED HOWEVER that the persons owning residential property or rental properties or living therein as a tenant shall not be a Member until they agree, in writing to do so and the persons owning a residential property or rental project have allowed the registration of an appropriate Encumbrance

against the title to their property confirming such membership, their obligations and their agreement to pay the annual rental charge. In the Board's discretion, the principal amount of the Encumbrance and the annual rental charge for Members may be greater or less than the principal amount of the Encumbrance. PROVIDED ALWAYS with reference to all residential or rental properties located in the Symons Gate Lands:

- (a) Where there is more than one such owner of a property, there shall be only one Voting Member who shall be the person designated as the Voting Member by all the owners of said property. In the absence of such designation the first person named as owner in the certificate of title or as purchaser in an agreement for sale, shall be the Voting Member;
- (b) Where a Member owns more than one residential property in the Symons Gate Lands, including condominium units, that Member shall be entitled to one (1) vote for each such property owned by that Member;
- (c) Where a residential unit in respect of which a separate certificate of title has been issued is occupied by a tenant such tenant may be designated by the otherwise designated Voting Member pursuant to (a) above, as the Voting Member by and instead of the owner(s) of such property;
- (d) Where a rental project is involved the registered owner or its designate shall be the Voting Member and notwithstanding how many Tenant Members are residing in the rental project, it shall have only one (1) vote;
- (e) Where the owner of the rental project first has become and maintains membership in the Company as a Rental Member, all the tenants of such rental project shall be entitled to become Tenant Members in the Company subject to them complying with the rules and regulations of the Company as well as any special rules and regulations put in place by the Board of Directors and dealing specifically with tenants of Rental Members. The right to membership of a Tenant Member shall automatically cease either at the same time that his Rental Member ceases to be a Member or he ceases to be a tenant in the rental project in question;
- (f) Where there is any difficulty or dispute in determining the Voting Members, the Directors in their absolute discretion may designate the Voting Member, the intention being that there be one Voting Member from each residential property in respect of which a separate certificate of title has been issued (including a condominium unit) in the Symons Gate Lands;
- (g) Membership is not transferable by a Member but is appurtenant to ownership and residence as herein set out;
- (h) Brookfield, as registered owner from time to time, of any residential lot or unit in the Symons Gate Lands (regardless of whether such lots or units are occupied) before and after the Effective Date, shall be a Homeowner Member; and

- (i) Notwithstanding anything else in these Articles:
  - (i) From and after the Effective Date (but not prior to the Effective Date), Homeowner Members and Rental Members shall have the right to vote at any meetings of Voting Members; and
  - (ii) Prior to the Effective Date (but not thereafter), the Manager shall be the sole Voting Member entitled to vote at any meetings of Voting Members, and shall therefore itself constitute a quorum for Members' meetings.

#### **REGISTER OF HOMEOWNER MEMBERS**

- 5. (a) A register of Homeowner Members in such form as the Board may approve shall be maintained in which shall be recorded the names and addresses of all Homeowner Members. The Register shall be amended from time to time so that all Homeowner Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

#### **REGISTER OF RENTAL MEMBERS AND TENANT MEMBERS**

- (b) A register of Rental Members and Tenant Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Rental Members and their tenants who by properly complying with the requirements of membership become Tenant Members. The Company shall attempt to establish a workable procedure whereby it is notified when Tenant Members cease to be tenants of a rental project located in the Symons Gate Lands. The register shall be amended from time to time so that all Rental Members and Tenant Members are listed in such register. Amendments to such register may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon an amendment being made as aforesaid there may be charged a fee as set by the Board from time to time.

#### **REGISTER OF FAMILY MEMBERS**

- (c) A register of Family Members shall be maintained in such form as the Board may approve, in which shall be recorded the names and addresses of all Family Members. The register shall be amended from time to time so that all Family Members are listed in such register. Such amendment may be made by the Board at any time and from time to time of its own volition or upon presentation to the Company of evidence acceptable to the Board. Upon amendment as aforesaid there may be charged a fee as set by the Board from time to time.

#### **CONSENT OF MEMBERS - REGISTER**

- (d) Every Member consents to the collection, use and disclosure of their name and address being placed on the applicable register for their class of Membership provided for herein for the purposes of notifying such Members of meetings, matters pertaining to maintenance and operation of the Symons Gate Amenities, with respect to the collection of fees as provided for herein and anything else related to the operation and management of the Company and the Symons Gate Amenities.

#### **SPECIAL PROVISIONS RELATING TO SYMONS GATE AMENITIES**

- 6. (a) Members shall have access to and be entitled to the use of the Company's Symons Gate Amenities in common with all Members subject to suspension of such rights:
  - (i) for breach of any Rule for the conduct of Members; and
  - (ii) for default by any Member in payment of any fees, dues, deposits or other sum owing to the Company.
- (b) Members shall at all times comply with the Rules and act responsibly with respect to the Symons Gate Amenities, it being recognized that the maintenance and appearance of the Symons Gate Amenities is for the benefit of the Company and all its Members.
- (c) The Company's board of directors, in accordance with the provisions of these articles, may from time to time amend the Rules. The directors shall cause the Company to forthwith notify all Members of any such amendments.

#### **MEMBERS' MEETINGS**

- 7. The first annual general meeting of the Members of the Company shall be held at such time, within sixteen (16) months from the date on which the Company is incorporated and at such place as the Directors may determine. Subsequent annual general meetings shall be held at least once in every calendar year and not more than sixteen (16) months after the holding of the last preceding general meeting, at such time and place as may be determined by the Directors.
- 8. (a) The general meetings referred to in the preceding clause shall be called annual general meetings, and all other meetings of the Company shall be called special general meetings. All meetings of Members shall be held in the City of Calgary or in the City of Airdrie, in the Province of Alberta;
- (b) No Family Members shall be entitled to notice of or to attend any meeting, general, special or otherwise of the Company;
- (c) Only Voting Members shall be entitled to vote on, or propose, or second resolutions at meetings of the Members; and

- (d) Only Voting Members shall be entitled to notice of and to attend annual general meetings.

9. The Directors may, whenever they think fit, proceed to convene a special general meeting of the Company.

10. Where it is proposed to pass a special resolution, such notice as is required to be given by the *Companies Act* (Alberta), and in all other cases at least ten (10) days' notice specifying the day, hour and place of every Voting Members' meeting, and in case of special business the general nature of such business, shall be served in one of the manners hereinafter provided on the Voting Members registered in the Members' register at the time such notice is served or if a record date has been fixed by the Directors, on the Voting Members registered in the Register of Members at the record date as so fixed; PROVIDED ALWAYS that a meeting of the Members may be held for any purpose, at any time and at any place without notice, if all the Voting Members entitled to notice of such meeting are present in person or represented thereat by proxy or if the absent Voting Members shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or in the notice thereof may be waived by any Voting Member or the duly appointed proxies of a Voting Member. It shall not be necessary to give notice of any adjourned meeting.

11. Irregularities in the notice of any meeting or in the giving thereof or the accidental omission to give notice of any meeting or the non-receipt of any notice by any Voting Member or Voting Members, shall not invalidate any resolution passed or any proceedings taken at any meeting and shall not prevent the holding of such meeting.

#### **PROCEEDINGS AT MEMBERS' MEETINGS**

12. All business shall be deemed special that is transacted at a special general meeting. All business shall be deemed special that is transacted at an annual general meeting, with the exception of consideration and approval of the financial statements and the ordinary report of the Directors, auditors, and other officers, the election of Directors, the appointment of auditors, the fixing of the remuneration of the auditors and the transaction of any business which under these Articles ought to be transacted at a general meeting. Special business or a special resolution may be passed at an annual general meeting provided the requisite notice has been given.

13. No business shall be transacted at a general meeting unless a quorum is present at the time the meeting proceeds to business. Save as herein otherwise provided, the lesser of ten (10) Voting Members or ten percent (10%) of the Voting Members, either personally present or represented by proxy shall be a quorum.

14. The president, or in his absence the vice-president (if any), shall be entitled to take the chair at every general meeting, or if there be no president or vice-president, or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting, the Voting Members present shall choose another Director as chairman, and if no Director be present, or if all the Directors present decline to take the chair, then the Voting

Members present shall choose one of their number to be chairman. The chairman at any meeting of Voting Members may appoint one or more persons to act as scrutineers.

15. If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned for one hour, and if at such adjourned meeting a quorum is not present, the Voting Members personally present or represented by proxy shall be a quorum.

16. Every question submitted to a meeting shall be decided in the first instance by a show of hands or otherwise as the chairman may direct and in the case of an equality of votes the chairman shall, both on a show of hands or otherwise have a casting vote in addition to the vote to which he may be entitled as a Voting Member.

17. (a) At any meeting unless a poll is demanded by the chairman or by ten percent (10%) of the Voting Members present, a declaration by the chairman that a resolution has been carried or carried by a particular majority, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

(b) If a poll is demanded as aforesaid it shall be taken in such manner and at such time and place as the chairman of the meeting directs and either at once or after an interval or adjournment or otherwise and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll may be withdrawn.

18. The chairman of a general meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

19. On a show of hands every Voting Member present in person, including the proxy or representative of a Voting Member, shall be entitled to the number of votes allocated to that Voting Member pursuant to the provisions hereof.

20. Votes may be given either personally or by a nominee appointed by a proxy.

21. A proxy shall be in writing in any effectual form under the hand of the appointer or of his attorney duly authorized in writing, and need not be attested. A person appointed proxy must be a Voting Member.

22. No proxy shall be valid after the expiration of twelve (12) months from the date of its execution unless it is otherwise specified in the instrument.

23. The proxy shall be deposited at the registered office of the Company or such other place as may be specified in the notice of meeting and at a time as the Directors may by resolution fix but not exceeding forty-eight (48) hours before the time for holding the meeting at



which the person named in the instrument proposes to vote. If there is any default in this procedure for the deposit of such proxy it shall not be treated as valid.

24. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy with respect to which the vote is given, provided no intimation in writing of the death or revocation shall have been received before the meeting at the place where the proxies are to be deposited.

25. No Voting Member shall be entitled to be present or to vote on any question, either personally or by a nominee appointed by a proxy, or as the nominee appointed by a proxy for another Voting Member at any general meeting, or upon a poll, or to be reckoned in a quorum while, at any time at or following the meeting record date, any sum due or payable to the Company by such Voting Member remains unpaid for at least forty-five (45) days.

### **BORROWING POWERS**

26. The Directors may from time to time at their discretion raise or borrow money:

- (a) from Brookfield or others without limitation for the purposes of the initial construction of and the operating of the Symons Gate Amenities;
- (b) from any person for the purposes of the Company's business in amounts in the aggregate not exceeding ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) plus the Adjustment Amount, at any one time. The "Adjustment Amount" as used herein shall mean, in respect of each calendar year after 2014, that sum of money equal to the product obtained by multiplying [the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) plus the cumulative total of all prior years' Adjustment Amounts if any] by the percentage increase, if any, in the "all items" consumer price index (or its equivalent from time to time) for the City of Calgary as issued by Statistics Canada, for that year over the previous year. There shall be no adjustment for any decrease from time to time in such index. For greater certainty, the intent of the Adjustment Amount is to reflect the cumulative and compounded increase in the consumer price index as aforesaid, year by year, commencing January 1, 2015;
- (c) up to TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) plus the Adjustment Amount, for capital repairs or replacements, at any one time; and
- (d) for any other purpose and for any other amount provided that such borrowing is authorized by a duly passed ordinary resolution of the Voting Members.

### **DIRECTORS**

27. The number of Directors shall be not less than three (3) or more than ten (10).

28. The subscribers hereto shall be the first Directors of the Company and they (or their replacements from time to time as nominated by Brookfield) shall remain as Directors until that date which is the later of:

- (a) six (6) months after the date on which Brookfield has transferred title to the last lands it owns in the Symons Gate Lands; or
- (b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Symons Gate Amenities have been fully repaid to Brookfield;

or such other date as Brookfield in its sole discretion may determine.

29. The Directors shall have power from time to time and at any time, to appoint any other person or persons as Directors, to fill a casual vacancy or vacancies to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by these Articles. The Board may at any time remove such appointee from the Board.

30. Notwithstanding anything else contained in these Articles, and in addition to any other Directors which Brookfield is entitled to appoint from time to time pursuant to these Articles, at each general meeting at which Directors are elected, Brookfield shall be entitled to appoint, in total, three (3) nominees as Directors. Such Directors shall remain as Directors until that date which is the later of:

- (a) the date on which Brookfield has transferred title to the last lands it owns in the Symons Gate Lands; or
- (b) the date on which all monies loaned by Brookfield to the Company for the initial management of the Symons Gate Amenities have been fully repaid to Brookfield;

or such other date as Brookfield in its sole discretion may determine.

30.1 A Director, except for any nominee of Brookfield or any subscriber hereto, must be either:

- (a) a Homeowner Member or a spouse of a Homeowner Member; or
- (b) a Rental Member, or if the Rental Member is a corporation, then a director or officer of that corporation.

31. The Directors shall not be paid out of the funds of the Company by way of remuneration for their services as Directors.

32. A Director may retire from office upon giving five (5) days' notice in writing to the Company of his intention to do so, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

33. The office of a Director shall automatically be vacated:

- (a) If he is found a lunatic or becomes of unsound mind;
- (b) If by notice in writing to the Company he resigns his office upon the time hereinbefore fixed for the resignation to take effect or the previous acceptance of the same;
- (c) If he be removed by resolution of the Company, as hereinafter provided;
- (d) If he ceases to qualify under Article 30.1; or
- (e) If he is convicted of an indictable offence.

34. A Director shall not be disqualified solely by his office as a Director from holding any other office with the Company and from contracting with the Company either as a vendor, purchaser or otherwise howsoever.

34.1 Every Director and Officer of the Company in exercising the Director's or Officer's powers and discharging the Directors or Officer's duties shall:

- (a) act honestly and in good faith with a view to the best interests of the Company;
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
- (c) comply with all applicable law including the *Freedom of Information and Protection of Privacy Act* (Alberta).

Nothing in this article 34.1 shall limit the provisions of articles 54 and 55.

35. At the first annual general meeting and at every succeeding annual general meeting, all of the Directors, howsoever appointed or elected, shall retire from office. A retiring Director shall retain office until the dissolution of the meeting at which his successor is elected. If at any general meeting at which an election of Directors ought to take place, no such election takes place, the retiring Directors shall continue in office until the annual general meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of Directors.

36. A retiring Director shall be eligible for re-election.

37. The Company at every annual general meeting shall fill up the vacated offices by electing a like number of persons to be Directors, or in case any change in the number of Directors is made at any such meeting, by electing the number of persons to be Directors as required by these Articles.

38. The Company may, by special resolution of the Voting Members, at any time remove any or all of the Directors before the expiration of his or their period of office and by

ordinary resolution appoint another or other qualified person or persons in his or their stead; and the person or persons so appointed shall hold office during such time only as the Director or Directors in whose place he is or they are appointed would have held the same if he or they had not been removed.

38.1 A Director will be deemed to have resigned if he or she is absent, without permission of the Board from three (3) consecutive Board meetings or from four (4) or more Board meetings in any twelve (12) month period.

### **REGISTER OF DIRECTORS AND MANAGERS**

39. The Directors shall duly comply with the provisions of the *Companies Act* (Alberta), or any statutory modification thereof for the time being in force, and in particular with the provisions in regard to the keeping of the registers of the Directors and managers and their addresses and occupations, the signing of the balance sheet, the filing with the Registrar of Corporations an annual report and copies of special and other resolutions and of any change in the registered office or of Directors and, where applicable, the mailing of a form of proxy and the issuing of information circulars. Every Director consents to the collection, use and disclosure of their name, address and occupation to be placed on the applicable register or documentation required for the Registrar of Corporations for the purposes of corporate governance and matters pertaining to the management and operation of the Association and the Symons Gate Amenities.

### **PROCEEDINGS OF DIRECTORS**

40. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, and may declare the quorum necessary for the transaction of business, but until the Directors make such determination, one-half of the Directors shall be a quorum.

41. Subject to the provisions of Article 42, meetings of the Board of Directors shall be held in the City of Calgary or in the City of Airdrie, in the Province of Alberta unless all the Directors otherwise agree. The Directors may make regulations in regard to the manner and time that notice shall be given of such meetings. Until such regulations are made, meetings of the Board may be held at any time without formal notice if all the Directors are present or those absent have signified their consent in writing to the meeting being held in their absence; and notice of any meeting where notice has not been dispensed with, delivered, mailed, or emailed to each Director at his ordinary address two (2) days prior to such meeting, shall be sufficient notice of any meeting of the Directors. In computing such period of two (2) days the day on which such notice is delivered, e-mailed, mailed, telegraphed or telecopied shall be included, and the day for which notice is given shall be excluded. Notice of any meeting, or irregularity in any meeting or in the notice thereof, may be waived by any Director. The Directors may by resolution appoint a regular time and place for meetings, and no further or other notice of such time and place than the entry of such resolution upon the minutes of the meeting at which it was passed shall be necessary. Immediately upon the conclusion of the annual general meeting a meeting of the Directors may,

in the discretion of the Board's chairperson, be held and no notice of such meeting shall be necessary.

42. Any Director may participate in a meeting of the Board of Directors by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and a Director participating in a meeting pursuant to this article shall be deemed to be present in person at that meeting and the meeting shall be deemed to have been held at such place in Canada as the Directors may from time to time determine.

43. The President may, or the Secretary shall at the written request of not less than twenty-five (25%) percent of the Directors, at any time convene a meeting of Directors.

44. Questions arising at any meeting of Directors shall be decided by a majority of votes, and in case of an equality of votes, the chairman shall not have a second or casting vote.

45. The continuing Directors may act notwithstanding any vacancy in their number; but if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Directors may act only for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.

46. The Directors may approach one of their number to be chairman of the Board of Directors, and in the absence of such appointment the president for the time being of the Company shall be chairman of the Board. If the chairman is not present at any meeting at the time appointed for holding the same, the Directors present shall choose some one of their number to be chairman of such meeting.

47. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

48. The Directors may delegate any of their powers to committees consisting of such one or more member or members of the Board as they think fit and may from time to time revoke such delegation. Any committee so formed shall, in the exercise of the powers so delegated conform to any regulations from time to time imposed upon it by the Directors.

49. The meetings and proceedings of any such committee consisting of two (2) or more Members of the Board shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, including the appointment of a quorum, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under the preceding clause.

50. All acts done at any meeting of the Directors, or of a committee of Directors or any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or persons acting as aforesaid, or that

