

Meadowwood Tennis Club Constitution
BY-LAW No.1
A by-law relating generally
to the transaction of the affairs of

MEADOWWOOD TENNIS CLUB

BE IT ENACTED as a by-law of MEADOWWOOD TENNIS CLUB (the "Club") as follows:

HEAD OFFICE

- 1.1 The Head Office of the Club shall be in the City of Mississauga in the Province of Ontario, and at such place therein as the directors may from time to time determine.

SEAL

- 2.1 The seal, an impression whereof is stamped in the margin hereof; shall be the corporate seal of the Club.

BOARD OF DIRECTORS

3.1 The affairs of the Club shall be managed by a board of five (5) directors, each of whom at the time of his/her election or within ten (10) days thereafter and throughout his/her term of office shall be a member in good standing, as hereinafter defined, of the Club.

3.2 Every director shall be eighteen (18) or more years of age and no undischarged bankrupt individual shall become a director. Each director shall be elected to hold office until the first annual meeting after he/she shall have been elected or until his/her successor shall have been duly elected and qualified. The entire board shall be retired at each annual meeting, but shall be eligible for re-election if otherwise qualified. The election may be by a show of hands unless a ballot is demanded by any member. Voting shall be by secret ballot if requested by any member present. In the event of a tie, the Chairperson shall cast the second or casting vote. The members of the Club may, by resolution passed by at least two-thirds of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, remove any director before the expiration of his/her term of office, and may, by a majority of the votes cast at that meeting, elect any person qualified to be a director in his/her stead for the remainder of his/her term.

3.3 Vacancies on the board of directors, however caused, may, so long as a quorum of directors remain in office, be filled by the directors from among the members in good standing of the Club, if they shall see fit to do so, otherwise such

vacancy shall be filled at the next annual meeting of the members at which the directors for the ensuing year are elected, but if there is not a quorum of directors, the remaining directors shall forthwith call a meeting of the members to fill the vacancy.

If the number of directors is increased between the terms, a vacancy or vacancies, to the number of the authorized increase, shall thereby be deemed to have occurred, which may be filled in the manner above provided.

3.4 A majority of the directors shall form a quorum for the transaction of business. Except as otherwise required by law, the board of directors may hold its meetings at such place or places as it may from time to time determine. The board of directors shall meet at least three (3) times during each year. No formal notice of any such meeting shall be necessary if all the directors are present, or if those absent have signified their consent to the meeting being held in their absence. Directors' meetings may be formally called by the President or Vice-President or by the Secretary on direction of the President or Vice-President, or by the Secretary on direction in writing of two directors. Notice of such meetings shall be delivered, telephoned or facsimiled to each director not less than one (1) day before the meeting is to take place or shall be mailed to each director not less than two (2) days before the meeting is to take place. The statutory declaration of the Secretary or President that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. The board may appoint a day or days in any month or months for regular meetings at an hour to be named and of such regular meeting no notice need be sent. A directors' meeting may also be held, without notice, immediately following the annual meeting of the Club. The directors may consider or transact any business either special or general at any meeting of the board.

3.5 No error or omission in giving such notice for a meeting of directors shall invalidate such meeting or invalidate or make void any proceedings taken or had at such meeting and any director may at any time waive notice of any such meeting and may ratify and approve of any or all proceedings taken or had thereat.

3.6 Questions arising at any meeting of directors shall be decided by a majority of votes. In case of an equality of votes, the Chairperson, in addition to his/her original vote, shall have a second or casting vote. All votes at such meeting shall be taken by ballot if so demanded by any director present, but if no demand be made, the vote shall be taken in the usual way by assent or dissent. A declaration by the Chairperson that a resolution has been carried and an entry to that effect in the minutes shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. In the absence of the President his/her duties may be performed by the Vice-President or such other director as the board may from time to time appoint for the purpose.

3.7 If all the directors of the Club present at or participating in the meeting consent, a meeting of directors may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously and a director

participating in such meeting by such means is deemed for the purpose of the Act to be present at that meeting.

3.8 The directors of the Club may administer the affairs of the Club in all things and make or cause to be made for the Club, in its name, any kind of contract which the Club may lawfully enter into and, save as hereinafter provided, generally, may exercise all such other powers and do all such other acts and things as the Club is by its charter or otherwise authorized to exercise and do.

Without in any way derogating from the foregoing, the directors are expressly empowered, from time to time, to purchase, lease or otherwise acquire, alienate, sell, exchange or otherwise dispose of shares, stocks, rights, warrants, options and other securities, lands, buildings and other property, movable or immovable, real or personal, or any right or interest therein owned by the Club, for such consideration and upon such terms and conditions as they may deem advisable.

3.9 The directors shall receive no remuneration for acting as such.

OFFICERS

4.1 There shall be a President, a Vice-President, a Secretary and a Treasurer or in lieu of a Secretary and Treasurer, a Secretary-Treasurer, a Membership Chairperson, a Court Captain, a Social Convener and a Past President and such other officers as the board of directors may determine by by-law from time to time. One person may hold more than one office except the offices of President and Vice-President.

4.2 All officers of the Club shall be elected by membership at the Annual general Meeting. Nominations for all offices must be submitted to the board of directors prior to or at the annual general meeting of members and all nominations must be seconded. In the event that there is any vacancy in any office during the term of such office, such vacancy, however caused, may, so long as a quorum of directors remain in office, be filled by the directors if they shall see fit to do so, otherwise such vacancy shall be filled at the next annual general meeting of members.

4.3 The President is the Chief Executive Officer and shall, when present, preside at all meetings of the members of the Club and of the board of directors. The President shall be the Chairperson at all meetings of the members of the Club and of the board of directors and in the absence of the President the Vice-President shall be the Chairperson. The President shall also be charged with the general management and supervision of the affairs and operations of the Club. The President with the Secretary or other officer appointed by the board for the purpose shall sign all by-laws and membership certificates. During the absence or inability of the President, his/her duties and powers may be exercised by the Vice-President, and if the Vice-President, or such other director as the board may from time to time appoint for the purpose, exercises any such duty or power, the absence or inability of the President shall be presumed with reference thereto.

4.4 The Vice-President shall assist the President and act as Chairperson at meeting of the Board of Directors and at meetings of the members when the

President is unable to attend. The Vice-President may also fulfill the duties of any other director who may temporarily be absent.

4.5 The Secretary shall be ex officio clerk of the board of directors. He/she shall attend all meetings of the board of directors and record all facts and minutes of all proceedings in the books kept for that purpose. He/she shall give all notices required to be given to members and to directors. He/she shall be the custodian of the seal of the Club and of all books, papers, records, correspondence, contracts and other documents belonging to the Club which he/she shall deliver up only when authorized by a resolution of the board of directors to do so and to such person or persons as may be named in the resolution, and he/she shall perform such other duties as may from time to time be determined by the board of directors.

4.6 The Treasurer, or person performing the usual duties of a Treasurer, shall keep full and accurate accounts of all receipts and disbursements of the Club in proper books of account and shall deposit all moneys or other valuable effects in the name and to the credit of the Club in such bank or banks as may from time to time be designated by the board of directors. He/she shall disburse the funds of the Club under the direction of the board of directors, taking proper vouchers therefore and shall render to the board of directors at the regular meetings thereof or whenever required of him, an account of all his/her transactions as Treasurer, and of the financial position of the Club. He/she shall also perform such other duties as may from time to time be determined by the board of directors.

4.7 The Membership Chairperson shall process all applications for membership, collect the applicable membership fees and submit all monies collected to the Treasurer. The Membership Chairperson shall prepare and keep updated a list of all members.

4.8 The Court Captain shall be responsible for coordinating and scheduling all clinics, tournaments and lessons taking place at the Meadowwood Tennis Courts. As well, the Court Captain shall ensure that all Club equipment is maintained in good repair.

4.9 The Social Convener shall be responsible for the organization of any social functions that the board of directors may deem beneficial to the Club's operation.

4.10 The Past President shall provide counsel to the incumbent President and the board of directors.

4.11 The duties of all other officers of the Club shall be such as the terms of their engagement call for or the board of directors requires of them.

EXECUTION OF DOCUMENTS, ETC.

5.1

A-Deeds, transfers, licenses, contracts and engagements on behalf of the Club shall be signed by any two officers of the club and if required the secretary shall affix the seal of the Club to such instruments as required.

B-Deeds, transfers, licenses, contracts and engagements on behalf of the Club with a term **greater than one year and or greater than \$2000** must first be approved by members at an AGM or specially convened meeting of members.

5.2 The President, Vice-President, Secretary or Treasurer, or any one of them, or any person or persons from time to time designated by the board of directors may transfer any and all shares, bonds or other securities from time to time standing in the name of the Club in its individual or any other capacity or as trustee or otherwise such Officer also may accept in the name and on behalf of the Club transfers of shares, bonds or other securities from time to time transferred to the Club, and may affix the corporate seal to any such transfers or acceptances of transfers, and may make, execute and deliver under the corporate seal any and all instruments in writing necessary or proper for such purposes, including the appointment of an attorney or attorneys to make or accept transfers of shares, bonds or other securities on the books of any company or corporation.

5.3 Notwithstanding any provisions to the contrary contained in the by-laws of the Club, the board of directors may at any time by resolution direct the manner in which, and the person or persons by whom, any particular instrument, contract or obligations of the Club may or shall be executed.

5.4 All cheques, bills of exchange or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club, shall be signed by two designated signing officers, agent or agents of the Club and in such as shall from time to time be determined by resolution of the board of directors. Any one of such officers or agents may alone endorse notes and drafts for collection on account of the Club through its bankers, and endorse notes and cheques for deposit with the Club's bankers for the credit of the Club, or the same may be endorsed "for collection" or "for deposit" with the bankers of the Club by using the Club's rubber stamp for the purpose. Any one of such officers or agents so appointed may arrange, settle, balance and certify all books and accounts between the Club and the Clubs bankers and may receive all paid cheques and vouchers and sign all the bank's forms or settlement of balances and release or verification slips.

BOOKS AND RECORDS

6.1 The directors shall see that all necessary books and records of the Club required by the by-laws of the Club or by any applicable statute or law are regularly and properly kept.

MEMBERSHIP

7.1 The membership shall consist of the applicants for the incorporation of the Club and all residents of Mississauga, Ontario are eligible for membership. As well, non-residents may be granted membership provided that the total number of non-resident members does not exceed twenty (20%) of the total membership. Membership classification shall be determined by an individual's age as of January 1st of the calendar year. Corporations, partnerships and other legal entities shall not be admitted as members.

7.2 The following memberships may be made available:

- (1) Junior Members - available to females or males age 14 to 17 inclusive
- (2) Senior Members - available to females or males age 18 or older
- (3) Family Members - available to any couple (couple must be married or be sharing a common residence) and their children
- (4) Senior Citizen Members - available to persons of either sex, of the age of sixty or older.

7.3 The term of membership is for a term of one (1) year and is renewable on an annual basis. The membership year is from May 1st to April 30th.

7.4 Membership in the Club is not transferable. Membership lapses and ceases to exist upon death or when a member's period of membership expires or when the member ceases to be a member by resignation or otherwise in accordance with the By-laws, provided. Members of the Club may, by resolution passed by at least two-thirds (2/3) of the votes cast at a general meeting of which notice specifying the intention to pass such resolution has been given, terminate the membership of any member of the Club. Membership may also be terminated upon non-payment of the membership dues or upon violation of the Meadowwood Tennis Club's rules, following receipt of a written warning. Any termination of membership shall also result in a refund of fees.

7.5 In case of resignation, a member shall remain liable for payment of any assessment or other sum levied or which became payable by him to the club, prior to acceptance of his/her resignation.

7.6 Each member in good standing shall be entitled to one vote on each question adding at any special or general meeting of the members.

7.7 Each member shall promptly be informed by the Membership Chairperson of his/her admission as a member.

DUES

8.1 There shall be an annual membership fee which may vary in accordance with the membership classification. Membership fees shall from time to time be fixed by a majority vote of the board of directors and assembled members at the annual general meeting.

8.2 The Membership Chairperson shall notify the members of the dues or fees at any time payable by them and, if any are not paid within thirty (30) days of the date of such notice the members in default shall thereupon automatically cease to be members of the Club, but any such members may on payment of all unpaid dues or fees be reinstated by unanimous vote of the board of directors.

ANNUAL AND OTHER MEETINGS OF MEMBERS

9.1 The annual or any other general meeting of the members shall be held at the head office of the Club or elsewhere in Ontario as the board of directors may determine and on such day as the said directors shall appoint; provided however that the annual general meeting of members shall be held no later than December 30th in each year. The board of directors shall call a general meeting of members on written requisition of not less than ten percent (10%) of its members.

9.2 At every annual meeting, in addition to any other business that may be transacted, the report of the directors, the financial statement and the report of the auditors shall be presented and a board of directors elected and auditors appointed for the ensuing year and the remuneration of the auditors shall be fixed. The members may consider and transact any business either special or general without any notice thereof at any meeting of the members. The Board of Directors or the President or Vice-President shall have power to call at any time a general meeting of the members of the Club. No public notice nor advertisement of members' meetings, annual or general, shall be required, but notice of the time and place of every such meeting shall be given to each member by sending the notice ten (10) days before the time fixed for the holding of such meeting. Meetings of members may be held at any time and place without such notice if all the members of the Club are present thereat or represented by proxy duly appointed, and at such meeting any business may be transacted which would normally be transacted at any Corporation at annual or general meetings.

9.2a

Voting by proxy

Members in good standing who wish to vote by a proxy, must communicate their intention to the executive board at least 24 hours prior to the Annual General Meeting (AGM) by phone or email. Proxies are limited to one per attending member. The proxy must indicate the name of the representative and be signed by both the member and their appointed representative.

9.3

Any notice or other document required by the Act, the Regulations, the Letters Patent, or the By-laws to be sent to any member or director or to the auditor shall be

delivered personally or sent by prepaid mail or by facsimile or electronic transmission (provided that any such member or director provides to the Club his or her e-mail address) to any such member or director at their latest address as shown in the records of the Club and to the auditor at its business address, or if no address be given therein then to the last address of such member or director known to the Secretary; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

9.4 No error or omission in giving notice of any annual or general meeting or any adjourned meeting, whether annual or general, of the members of the Club shall invalidate such meeting or make void any proceedings taken thereat and any member may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. For the purpose of sending notice to any member, director or officer for any meeting or otherwise, the address of any member, director or officer shall be his/her last address recorded on the books of the Club.

9.5 Any meetings of the Club or of the directors may be adjourned to any time and from time to time and such business may be transacted at such adjourned meeting as might have been transacted at the original meeting from which such adjournment took place. No notice shall be required of any such adjournment. Such adjournment may be made notwithstanding that no quorum is present.

9.6 A quorum for the transaction of business at any meeting of members shall consist of not less than set (6) members present in person provided that in no case any meeting be held unless there are two members present in person.

9.7 Subject to the provisions, if any, contained in the Letters Patent of the Club, only Senior Members, Family Members being of the age of 18 or older, and Senior Citizen Members of the Club shall at all meetings of members be entitled to one vote and may vote by proxy. Such proxy holder must be a member but before voting shall produce and deposit with the Secretary sufficient appointment in writing from his/her constituent or constituents. No member shall be entitled either in person or by proxy to vote at meetings of the Club unless he/she has paid all dues or fees, if any, then payable by him/her.

9.8 At all meetings of members every question shall be decided by a majority of the votes of the members present in person unless otherwise required by the by-laws of the Club or by law. Every question shall be decided in the first instance by a show of hands unless a poll is demanded by any member. Upon a show of hands, every member having voting rights shall have one vote, and unless a poll be demanded a declaration by the Chairperson that a resolution has been carried or not carried and an entry to that effect in the minutes of the Club shall be admissible in evidence as prima facie proof of the fact without proof of the number or proportion of the votes accorded in favor of or against such resolution. The demand for a poll may be withdrawn, but if a poll be demanded and not withdrawn the question shall be decided by a majority of votes given by the members present in person and such poll shall be taken in such manner as the Chairperson shall direct

and the result of such poll shall be deemed the decision of the Club in a general meeting upon the matter in question. In case of an equality of votes at any general meeting, whether upon a show of hands or at a poll, the Chairperson shall be entitled to a second or casting vote.

9.9 Voting shall be by secret ballot if requested by any member present. In the event of a tie, a second ballot will be taken by secret ballot.

FINANCIAL YEAR

10.1 Unless otherwise ordered by the board of directors, the fiscal year of the Club shall terminate on the 31st day of October in each year.

DEPOSIT OF SECURITIES FOR SAFEKEEPING

11.1 The securities of the Club shall be deposited for safekeeping with one or more bankers, trust companies or other financial institutions to be selected by the board of directors. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Club signed by such officer or officers, agent or agents of the Club, and in such manner, as shall from time to time be determined by resolution of the board of directors and such authority may be general or confined to specific instances. The institutions which may be so selected as custodians by the board of directors shall be fully protected in acting in accordance with the directions of the board of directors and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.

NOTICE

12.1 Any notice (which term includes any communication or document) to be given, sent, delivered or served pursuant to the Act, the letters patent, the by-laws or otherwise to a member, director, officer or auditor shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to his/her recorded address or if mailed to him/her at his/her recorded address by prepaid air or ordinary mail, or if sent to him at his/her recorded address by any means of prepaid transmitted or recorded communication or electronic transmission (provided that any such member or director provides to the Club, his or her e-mail address). A notice so delivered shall be deemed to have been given when it is delivered personally or at the recorded address as aforesaid, a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box, and a notice sent by any means of transmitted or recorded communication or electronic transmission shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Membership Chairperson may change or cause to be changed the recorded address of any member in accordance with any information believed by him/her to be reliable. The Secretary may change or cause to be changed the recorded address of any director, officer or auditor in accordance with any information believed by him/her to be reliable.

BORROWING

13.1 The directors may from time to time -

- (a) borrow money on the credit of the Club to a maximum of \$5000 in the aggregate
or
- (b) issue, sell or pledge securities of the Club, or
- (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Club, including book debts, rights, powers, franchises and undertakings, to secure any securities or any money borrowed, or other debt, or any other obligation or liability of the Club.

All borrowings on behalf of the Club in excess of \$5000 in the aggregate must first be approved by a majority of the members at a special meeting duly called for such purpose.

From time to time the directors may authorize any director, officer or employee of the Club or any other person to make arrangements with reference to the moneys borrowed or to be borrowed as aforesaid. The authorized individual may vary or modify such arrangements, terms and conditions of the loan thereof, and as to the given therefore, with power to and to give such additional securities for any moneys borrowed or remaining due by the Club as the directors may authorize. The authorized individual may also generally manage, transact and settle the borrowing of money by the Club, subject to the limits established above.

GOVERNANCE POLICIES AND PROCEDURES

GOVERNANCE PROCESS

Policy Number: G 7.2

Policy: ATTENDANCE AND LEAVE OF ABSENCE

Date Approved:

Policy Attachment(s):

- Board Meeting Attendance Record

Date Reviewed:

4.0 The Board of Directors may request a board member to take a leave of absence from the governing body due to any circumstance that has the potential to create undue attention or inability for the organization. The President will inform the board member in advance of consideration of any motion in this regard. The board member will be provided with an opportunity to address the proposed motion. Grounds for a leave request could include but are not limited to criminal charge, conflict of interest and/or adverse publicity. In this situation, the approval of the motion requesting a board member to take a leave of absence from the governing body requires a two-thirds (2/3) vote.

GOVERNANCE POLICIES AND PROCEDURES

GOVERNANCE FUNCTIONS

Policy Number: G 4.2.2

Policy: CONFLICT OF INTEREST

Date Approved: April 27, 2016

Policy Attachment(s): Declaration of Conflict Interest Form

Date Reviewed: April 27, 2016

A. Introduction

"Conflict of interest" arises for a member of the Board of Directors whenever the board member, a member of his/her family or a business partner benefits, directly or indirectly, financially or otherwise, from the member's position on the governing body. A conflict of interest may be "real," "potential," or "perceived", the same duty to disclose applies to each category. Full disclosure in itself does not nullify the conflict of interest in question.

B. Policy

The Meadowwood Tennis Club is a non-profit charitable corporation, and members of the Board of Directors will not receive any direct or indirect remuneration or benefit from the organization. A board member cannot be a paid employee, contractor, consultant or professional service provider of the organization.

Members of the Board of Directors will not participate in discussion or decision-making about any matter that may directly or indirectly benefit either themselves or someone with whom they have a close personal or business relationship. Failure to disclose a conflict of interest to the Board of Directors may be grounds for dismissal from the board.

Members of the Board of Directors must represent non-conflicted loyalty to the interests of the organization. This accountability supersedes any loyalty such as that to advocacy or interest groups and membership on other boards. This accountability also supersedes the personal interest of any board member acting as a consumer of the organization's services.

In situations where a board member is also a board member of another corporation and the interests of the two corporations are in conflict and it is apparent that the board member cannot act in the interest of one corporation without acting against the interest of another, the board member must resign either from The Meadowwood Tennis Club or from the other corporation.

C. Procedures

- 1.0 A new board member is required to sign the Declaration of Conflict of Interest Form at the first board meeting after the Annual General Meeting or within thirty (30) days of his/her election/appointment. The signed form is to be forwarded to the Secretary of the Board of Directors and maintained in the board member's file.
- 2.0 Board members must openly disclose a potential real or perceived conflict of interest as soon as the issue arises and before the board or its committees deal with the matter at issue.
- 3.0 Board members who are not certain whether they are in a position of conflict of interest should bring the matter before the Board of Directors for advice and guidance.
- 4.0 If there is any question or doubt about the existence of a real or perceived conflict, the other board members will determine by vote if a conflict exists. The member potentially in conflict will be absent from the discussion and vote.
- 5.0 Board members who are aware of a real, potential or perceived conflict of interest on the part of a fellow board member must raise the issue for clarification, first with the board member in question and then, if still unresolved, with the Board of Directors as a whole.
- 6.0 Before any board meeting, an agenda will be circulated to each board member, with agenda items specified and in sufficient detail to permit the members to identify possible conflicts of interest.

Prior to the commencement of any substantive business at a board meeting or a committee meeting, the President will provide an opportunity for the board members to declare one conflict of interest regarding specific agenda items.

- 7.0 Full particulars of any such disclosure will be noted in the minutes of the meeting. If a board member has disclosed a conflict of interest regarding an agenda item, that member will leave the meeting room when the board members reach that agenda item. The member's departure from the meeting room will be noted in the minutes, and there will be no discussion of that agenda item by the board or committee members until the member has left the meeting room.
- 8.0 Following completion of the discussion of that agenda item by the board or committee members, the board member may return, and the return will be noted in the minutes.
- 9.0 Board members will not discuss that agenda item with the board or committee member who has disclosed a conflict either during or outside the meeting or before or after the meeting.
- 11.0 Current and previous members of the Board of Directors or someone with whom a board member has a close personal or business relationship will not

directly or indirectly benefit financially from a contractual relationship from which they receive remuneration from The Meadowwood Tennis Club for a one (1) year period following the date of the members resignation from the governing body.

- 12.0 Members of the Board of Directors must not use their position to obtain employment in the organization for themselves, family members or colleagues. Board members are not eligible to apply for employment with The Meadowwood Tennis Club for a one (1) year period following the date of the member's resignation from the governing body.

Conflict of interest acknowledgement signed at Mississauga

by board member: Ebrahim AL-HASHEMI on JUN 18, 2019

J Hall

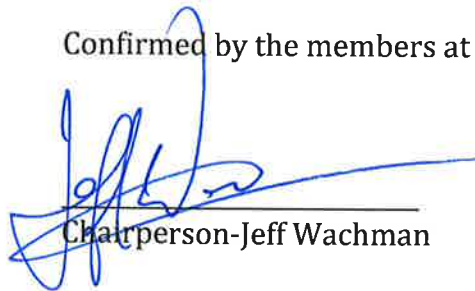
DISSOLUTION

- If the Meadowwood Tennis Club ceases to exist; the assets of our group will be held in trust by the City of Mississauga.
- Upon passage of a Resolution at the Annual General Meeting whereby two thirds (2/3) of the voting Members present approve a motion to dissolve the Club, the net assets after payment of all debts shall be transferred to a similar club or club(s) as may be determined by a majority vote of the members. If the majority resolution cannot be achieved then the net assets shall be transferred to the Corporation of the City of Mississauga or such successor municipality. Such transfers will occur no soon than Thirty (30) days from the date of motion and no longer than Sixty (60) days. Dissolution will be overseen by the appointed Auditors at the time.
- Upon dissolution of the Corporation and after the payment of all its debts and liabilities, its remaining property shall be distributed or disposed of to charitable organizations that pursue their objectives in Ontario.

INTERPRETATION

14.1 In these by-laws and in all other by-laws of the Club hereafter passed unless the context otherwise requires, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa.

Confirmed by the members at AGM this Nov 30, 2017



Chairperson-Jeff Wachman



Secretary-Ebrahim Al-Hashemi

