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FAMILY LEISURE CENTRE SENIORS CLUB

BY-LAWS

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GENERAL BY-LAWS

By-laws relating generally to the conduct of the business and affairs of the

FAMILY LEISURE CENTRE SENIORS CLUB

(Operating under the name and style of the FLC SENIORS CLUB)

By-laws of the FLC SENIORS CLUB are hereby enacted as follows:

DIVISION I

INTERPRETATION

1.1 Definitions

In the by-laws of the FLC Seniors Club, unless the context otherwise specifies or requires:

- a. "Act" means the Societies Act, RSA 2000, c S-14, as amended, of Alberta, as from time to time amended and every statute that may be substituted therefor and, in the case of such substitution, any references in the by-laws of the FLC Seniors Club to provisions of the Act shall be read as references to the substituted provisions therefore in the new statute or statutes;
- b. "Appoint" includes "Elect" and vice versa;
- c. "Articles" means the articles of incorporation of the FLC Seniors Club, as from time to time amended or restated;
- d. "Board" means the Board of Directors of the FLC Seniors Club;
- e. "By-Laws" means this by-law and all other by-laws of the FLC Seniors Club from time to time in force and effect;
- f. "digital signature" is an authentication mechanism that enables the creator of the message to attach a code that acts as a signature.
- g. "electronic" includes created, recorded, transmitted, or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other means that have similar capabilities for creation, recording, transmission or storage.
- h. "Electronic means", in respect of attending or holding a meeting, means a method of electronic or telephonic communication that enables all Members attending the meeting to hear and communicate with each other instantaneously, including, without limitation, teleconferencing and computer network-based or internet-based communication platforms.
- i. "Executive Committee" means the President, Vice-President, Secretary and Treasurer;
- j. "Good Standing" means a Member who has purchased a Membership and has paid in full;

- k. "Meeting of Members" includes an annual and a special meeting of Members;
- l. "Member" means a person to whom the FLC Seniors Club has issued a Membership;
- m. "Regulations" means the regulations under the Act as published or from time to time amended and every regulation that may be substituted therefore and, in the case of such substitution, any references in the by-laws of the FLC Seniors Club to provisions of the Regulations shall be read as references to the substituted provisions therefore in the new regulations;
- n. "Senior" means a person over the age of fifty-five (55);
- o. "Signing Officer" means in relation to any instrument, any person authorized to sign the same on behalf of the FLC Seniors Club by virtue of section 3.1 of this by-law or by a resolution passed pursuant thereto;
- p. "Special Meeting of Members" means a meeting of any particular class or classes of Members and a meeting of all Members entitled to vote at any annual meeting of Members at which special business is to be transacted;
- q. "Special Resolution": means
 - i. a resolution passed
 - A. at a general meeting of which not less than 21 days' notice specifying the intention to propose the resolution has been duly given, and
 - B. by the vote of not less than 75% of those members who, if entitled to do so, vote in person or by proxy
 - ii a resolution proposed and passed as a special resolution at a general meeting of which less than 21 days' notice has been given, if all the Members entitled to attend and vote at a general meeting so agree, or
 - iii a resolution consented to in writing by all the Members who would have been entitled at a general meeting to vote on the resolution in person or, where proxies are permitted, by proxy.

Save as aforesaid, all terms which are contained in the by-laws of the FLC Seniors Club, and which are defined in the Act or the Regulations shall, unless the context otherwise specifies or requires, have the meanings given to such terms in the Act or the Regulations. Words importing the singular number include the plural and vice versa; the masculine shall include the feminine; and the word "person" shall mean an individual.

Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

DIVISION 2

BANKING AND NEGOTIABLE INSTRUMENTS

2.1 Banking Arrangements

- a. Subject to subclause 2.1 b., the banking business of the FLC Seniors Club including the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations or any other persons as may from time to time be designated by or under the authority of the Board. Subject to subclause 2.1 b., such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of power as the Board may from time to time prescribe or authorize.
- b. In no case shall debentures be issued without the sanction of a special resolution of the FLC Seniors Club.

2.2 Negotiable Instruments

For the purpose of carrying out its objects, the FLC Seniors Club may draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments as may from time to time be prescribed or authorized by the Board.

DIVISION 3

EXECUTION OF INSTRUMENTS

3.1 Authorized Signing Officers

Unless otherwise authorized by the Board, deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the FLC Seniors Club by any two of the President, Vice-President, Secretary or Treasurer. In addition, the Board may from time to time direct the manner in which and the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the seal of the FLC Seniors Club to any instrument requiring the same, but no instrument is invalid merely because the seal of the FLC Seniors Club is not affixed thereto.

3.2 Cheques, Drafts and Notes

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or person or persons, whether or not officers of the FLC Seniors Club, and in such manner as the Board may from time to time designate by resolution.

DIVISION 4

DIRECTORS

4.1 Number

The Board shall consist of eleven (11) Directors, with a minimum of seven (7) Directors.

4.2 Election and Term

- a. The election of Directors shall take place at each Annual General Meeting. Each elected Director is eligible to serve a term of three years with a provision to stand for election for a second three-year term; thereafter they must leave the Board for at least one year.
- b. The Board shall nominate members to stand for election to fill vacancies on the Board. Additional nominations from the members of the club, present at the Annual General Meeting will be permitted, provided the nominee is present and indicates his or her willingness to stand for election, or written or electronic consent has been received.
- c. Every Member in good standing who is present shall have one vote for each vacancy on the Board of Directors. The Director's term in office becomes effective immediately following the dissolution of the Annual General Meeting at which they were elected.
- d. If an election of Directors is not held at the proper time, the incumbent Directors shall continue in office until their successors are elected.

4.3 Removal of Directors

- a. Subject to the Act, the Constitution and the by-laws the Members may by ordinary resolution passed at a Special Meeting of Members 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.
- b. A Director whom the Executive Committee recommends for suspension or dismissal shall be given two weeks prior notice of the next meeting of the Board of Directors at which meeting such Director shall be given the opportunity to be heard or to submit a written statement. No Director may be suspended or dismissed, except as provided herein, without the affirmative vote of at least two-thirds of the Members of the Board of Directors present at such meeting.

4.4 Consent

A person who is elected a Director is not a Director unless:

- a. he is a Member of the FLC Seniors Club in Good Standing;
- b. he was present at the meeting when he was elected and did not refuse to act as a Director; or
- c. if he was not present at the meeting when he was elected:
 - i. he consented in writing or electronically to act as a Director before his election or within ten (10) days after it, or
 - ii he has acted as a Director pursuant to the election.

4.5 Vacation of Office

A Director of the FLC Seniors Club ceases to hold office when:

- a. he dies or resigns;
- b. he is removed in accordance with the by-laws; or

- c. he becomes disqualified under the by-laws.

4.6 Remuneration and Expenses

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 FLC Seniors Club in any other capacity and receiving remuneration therefor.

4.7 Vacancies

Subject to the Act and the by-laws, the Executive Committee may fill a vacancy among the Directors with a Member of the FLC Seniors Club in good standing, who consents to such appointment in writing or electronically, to complete the term of the Director who created the vacancy, except where a vacancy results from an increase in the number or minimum number of Directors or from a failure to elect the number or minimum number of Directors required by the by-laws.

4.8 Action by the Board

The Board shall manage the business and affairs of the FLC Seniors Club. Notwithstanding a vacancy among the Directors, a quorum of Directors may exercise all the powers of the Directors.

DIVISION 5

MEETING OF DIRECTORS

5.1 Place of Meeting

Meetings of the Board may be held at any place within or outside Alberta.

5.2 Notice of Meeting

- a. Unless the Board has made regulations otherwise, meetings of the Board may be summoned on twenty-four (24) hours' notice given by telephone or electronically, or any other means of communication. A notice of a meeting of Directors need not specify the purpose of or the business to be transacted at the meeting.
- b. Provided, however, that a Director may in any manner, and either before or after the meeting, waive notice of a meeting and attendance of a Director at a meeting of the Board shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.
- c. For the first meeting of the Board to be held immediately following an election of Directors no notice of such meeting shall be necessary, and for a meeting of the Board at which a Director is to be appointed to fill a vacancy in the Board, no notice of such meeting shall be necessary to the newly elected or appointed Director or Directors in order to legally constitute the meeting, provided, in each case, that a quorum of the Directors is present.

5.3 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.

5.4 Calling of the Meetings

Meetings of the Board shall be held from time to time at such time and at such place as the Board, the President or any two Directors may determine. Should more than one of the above-named call a meeting at or for substantially the same time, there shall be only one meeting held and such meeting shall occur at the time and place determined by, in order of priority, the Board, any two Directors, the chairman, or the President.

5.5 Regular meetings

The Board shall meet at least four times at the request of the President between the Annual General Meetings. The Board may, from time to time, 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, and forthwith to each Director subsequently elected or appointed, but no other notice shall be required for any such regular meeting, except where the Act or the by-laws require the purpose thereof or the business to be transacted thereat to be specified.

5.6 Chairman

The chairman of any meeting of the Board shall be the president of the FLC Seniors Club. If the President is not present, then the Vice-President shall be the chairman. If the Vice-President is not present, then the Directors present shall choose one of their number to be chairman.

5.7 Quorum

Subject to the following section 5.8, the quorum for the transaction of business at any meeting of the Board shall consist of six (6) Directors or such other number of Directors as the Board may from time to time determine.

5.8 Voting

Questions arising at any meeting of the Board shall be decided by a majority of votes, and in the event of any equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

5.9 Meeting by Electronic Means

A Director may participate in a meeting of the Board or a committee of the Board by electronic means, and a Director participating in such meeting by such means is deemed to be present at the meeting.

5.10 Resolution in Lieu of Meeting

Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the Directors entitled to vote on that resolution at a meeting of the Board or a committee of Directors is as valid as if it had been passed at a meeting of the Board or committee of Directors, as the case may be. A copy of every such resolution shall be kept with the minutes of the proceedings of the Directors or committee of Directors. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed and may be signed in counterpart.

DIVISION 6

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

6.1 Conflict of Interest

A director or officer shall not be disqualified from his office, or be required to vacate his office, by reason only that he is a party to, or is a Director or officer or has a material interest in any person who is a party to, a material contract or proposed material contract with the FLC Seniors Club. Such a Director or officer shall, however, disclose the nature and extent of his interest in the contract at the time and in the manner determined by the Board from time to time. Subject to the provisions of the by-laws, a Director shall not by reason only of his office be accountable to the FLC Seniors Club or to its Members for any profit or gain realized from such a contract or transaction, and such contract or transaction shall not be void or voidable by reason only of the Director's interest therein, provided that the required declaration and disclosure of interest is properly made, the contract or transaction is approved by the Directors or Members, if necessary, and it was fair and reasonable to the FLC Seniors Club at the time it was approved and, if required by the by-laws, the Director refrains from voting as a Director on the contract or transaction.

6.2 Limitation of Liability

Every Director and officer of the FLC Seniors Club in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interest of the FLC Seniors Club and shall exercise the care, diligence and skills that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no Director or officer for the time being of the FLC Seniors Club shall be liable for the acts, neglects or defaults of any other Director or officer or Member or for joining in any act for conformity, or any loss, damage or expense happening to the FLC Seniors Club through the insufficiency or deficiency of title to any property acquired by the FLC Seniors Club or for or on behalf of the FLC Seniors Club or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the FLC Seniors Club shall be placed out or invested or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the FLC Seniors Club shall be placed out or invested or for any loss, conversion, misapplication or misappropriation of or any damage resulting for any dealings with any moneys, securities or other assets belonging to the FLC Seniors Club or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any of the moneys, securities or effects of the FLC Seniors Club shall be deposited, or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto; provided that nothing herein shall relieve any Director or officer from the duty to act in accordance with the Act and the Regulations there under or from liability for any breach thereof. The Directors for the time being of the FLC Seniors Club shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the FLC Seniors Club, except such as shall have been submitted to and authorized or approved by the Board.

No act or proceeding of any Director or officer or the Board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the election, appointment or qualification of such Director or officer or Board.

6.3 Indemnity

The FLC Seniors Club shall indemnify a Director or officer of the FLC Seniors Club, a former Director or officer of the FLC Seniors Club and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a Director or officer of the FLC Seniors Club, if:

- a. he acted honestly and in good faith with a view to the best interests of the FLC Seniors Club; and
- b. in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

The FLC Seniors Club shall also indemnify such persons in such other circumstances as the Act permits or requires. Nothing herein contained shall limit the right of any person entitled to indemnity to claim indemnity apart from the provision of this section.

6.4 Insurance

The FLC Seniors Club may purchase and maintain insurance for the benefit of any person referred to in section 6.3 against any liability incurred by him in his capacity as a Director or officer of the FLC Seniors Club, except where the liability relates to his failure to act honestly and in good faith with a view to the best interests of the FLC Seniors Club.

DIVISION 7

OFFICERS

7.1 Election or Appointment

Following each Annual General Meeting, the Board of Directors shall elect from among themselves a President, Vice-President, Secretary and Treasurer, and any other such officers as the Board may determine who together shall comprise the Executive Committee. The Board may appoint other officers as it may determine, but these officers shall not, unless otherwise specified, comprise the Executive Committee.

7.2 President

The President shall be the FLC Seniors Club's Chief Executive Officer and primary spokesperson, and shall have such powers and duties as the Board may from time to time specify, and which shall include, but shall not be limited to the following: the President shall chair all meetings of the Members, Executive Committee and the Board of Directors and shall fulfill a co-coordinating, motivating and mediating role among the Directors, FLC Seniors Club committees and any other group within the FLC Seniors Club. The President shall be an unofficial Member of all of the FLC Seniors Club's committees. The immediate past President shall be an ex officio Member of the Board of Directors.

7.3 Vice-President

During the absence or disability of the President, his duties shall be performed and his powers exercised by the Vice-President. A Vice-President shall have such other powers and duties as the Board or the President may prescribe.

7.4 Secretary

The Secretary shall attend and be the secretary of all meetings of the Board. Members and committees of Directors and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to Members, Directors, Officers, auditors and Members of committees of the Board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the FLC Seniors Club and of all books, papers, records, documents and instruments belonging to the FLC Seniors Club except when some other officer or agent has been appointed for that purpose, he shall be responsible for filing reports, certificates and other documentation required by law and not required to be kept or filed by any officer or agent of the FLC Seniors Club; and he shall have such other powers and duties as the Board, if any may specify.

7.5 Treasurer

The Treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money and the disbursement of the funds of the FLC Seniors Club; he shall render to the Board whenever required an account of all his transactions and he shall have such other powers and duties as the Board may specify.

7.6 Committees

Directors shall be appointed by the Board from time to time to chair committees, sub-committees or ad hoc committees, and shall report their committee activities and recommendations to the Board of Directors as may be required from time to time.

7.7 Powers and Duties of Other Officers

The powers and duties of all other officers shall be such as the terms of their engagement call for or as the Board may specify. 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 otherwise directs.

7.8 Variation of Powers and Duties

The Board may from time to time vary, add or limit the powers and duties of any officer.

7.9 Vacancies

If the office of any officer of the FLC Seniors Club shall be or become vacant by reason of death, resignation, disqualification or otherwise, the Board by resolution may appoint a person to fill such vacancy until the next Annual General Meeting.

7.10 Remuneration and Removal

The remuneration of all officers appointed by the Board shall be determined from time to time by resolution of the Board. The fact that any officer is a Director or Member of the FLC Seniors Club shall not disqualify him from receiving such remuneration as may be determined. All officers shall be subject to removal by resolution of the Board at any time, with or without cause, notwithstanding any agreement to the contrary, provided however that this right of removal shall not limit in any way such officer's right to damages by virtue of such agreement or any other rights resulting from such removal in law or equity.

7.11 Meetings

The Executive Committee shall meet at the request of the President from time to time.

7.12 Quorum

A quorum for the transaction of business at any meeting of the Executive Committee shall be three Members of the Executive Committee.

7.13 Agents and Attorneys

The FLC Seniors Club, by or under the authority of the Board, shall have power from time to time to appoint agents or attorneys for the FLC Seniors Club in or outside Canada with such powers (including the power to sub-delegate) of management, administration or otherwise as may be thought fit.

7.14 Conflict of Interest

An officer shall disclose his interest in any material contract or proposed material contract with the FLC Seniors Club in accordance with section 6.1.

7.15 Fidelity Bonds

The Board may require such officers, employees and agents of the FLC Seniors Club as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the Board may from time to time determine.

DIVISION 8

MEMBERS' MEETINGS

8.1 Annual Meetings

Subject to the Act, the Annual General Meeting of Members shall be held at such day in October of each year and at such place or places within Alberta as the Board may from time to time determine, including by electronic means, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing Directors, appointing auditors, and for the transaction of such other business as may properly be brought before the meeting.

8.2 Special Meeting of Members

- a. Special Meeting of Members may be called at any time at the direction of the Board of Directors at any time, or at the written or electronic request of any fifty (50) Members of the FLC Seniors Club in good standing. At least twenty-one (21) days prior written or electronic notice of the Special Meeting shall be given to all Members of the FLC Seniors Club who were Members as of the record date for notice.
- b. The by-laws of the FLC Seniors Club shall not be rescinded, altered or added to except by special resolution of the FLC Seniors Club as defined in section 1.1q of this by-law.

8.3 Place of Meetings

Meetings of Members shall be held in Alberta as provided for in the by-laws or failing any reference in the by-laws at such place in Alberta as the Board may from time to time determine including by electronic means.

8.4 Record Date for Notice

The Board may fix in advance a date, preceding the date of any meeting of Members by not more than fifty (50) days and not less than twenty-one (21) days, as a record date for the determination of Members entitled to notice of the meeting.

8.5 Notice of Meeting

Notice of the time and place of each meeting of Members shall be sent not less than twenty-one (21) days and not more than fifty (50) days before the meeting to each Member entitled to vote at the meeting, each Director and the financial adviser hereinafter known as the auditor of the FLC Seniors Club. Such notice may be sent electronically, to the Member's latest electronic address as shown in the membership records of the FLC Seniors Club; to the Director, at his latest electronic address as shown in the membership records of the FLC Seniors Club or in the last notice filed pursuant to section 26 of the Act; and to the auditor, at his latest electronic address as shown in the records of the FLC Seniors Club. A notice of meeting of Members sent electronically to a Member, Director or auditor in accordance with the above is deemed to be served on the day on which it was sent which is when it is retrievable by the addressee. A notice of a meeting is not required to be sent to Members who are not registered on the records of the FLC Seniors Club on the record date as determined according to section 8.4 hereof. Notice of a meeting of Members at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the Member to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting. A Special Meeting and an Annual General Meeting may be convened by one and the same notice and it shall not be an objection to the notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

8.6 Right to Vote

At any meeting of Members in respect of which the FLC Seniors Club has prepared the list referred to in section 8.7 hereof, of every person who is named in such list shall be entitled to vote, and if attending the meeting by electronic means, may vote at the meeting by any electronic, telephonic or other method that the FLC Seniors Club has made available for that purpose and the Member is deemed for the purposes of the Act to be present in person at the meeting.

8.7 List of Members Entitled to Notice

For every meeting of Members, the FLC Seniors Club shall prepare a list of Members entitled to receive notice of the meeting, arranged in alphabetical order. (The Members listed shall be those listed at the close of business on the record date.) The list shall be available for examination by any Member during usual business hours at the registered office of the FLC Seniors Club and at the place where the meeting is held.

8.8 Meetings Without Notice

A meeting of Members may be held without notice at any time and place permitted by the Act:

- a. if all the Members entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and
- b. if all the Directors are present or waive notice of or otherwise consent to such meeting being held.

At such meetings any business may be transacted which the FLC Seniors Club at a meeting of Members may transact.

8.9 Waiver of Notice

A Member and any other person entitled to attend a meeting of Members may in any manner waive notice of a meeting of Members and attendance of any such person at a meeting of Members shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

8.10 Chairman, Secretary and Scrutineers

The President or the Vice-President who is a Member of the FLC Seniors Club shall be chairman of any meeting of Members. If no such officer is present within fifteen (15) minutes from the time fixed for holding the meeting, or declines to be chairman of the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary of the FLC Seniors Club is absent, the chairman shall appoint some person, who need not be a Member, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be Members, may be appointed by a resolution or by the chairman with the consent of the meeting.

8.11 Persons Entitled to be Present

The only persons entitled to be present at a meeting of Members shall be those entitled to vote thereat, the Directors and auditors of the FLC Seniors Club and others who, although not entitled to vote, are entitled or required under any provision of the Act or the Constitution or by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

8.12 Quorum

A quorum at any meeting of Members (unless a greater number of persons are required to be present by the Act or by any other by-law) shall be thirty (30) Members of the FLC Seniors Club in good standing, or not less than 75% of the entire Membership. If a quorum is present at the opening of any meeting of Members, the Members present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting. If a quorum is not present at the opening of the meeting of Members, the Members present or represented may adjourn the meeting to a fixed time and place but may not transact any other business.

8.13 Proxy holders and Representatives

Votes at meetings of the Members may be given either personally or by proxy. A person appointed by proxy need not be a Member.

8.14 Time for Deposit of Proxies

The Board may specify in a notice calling a meeting of Members a time, preceding the time of such meeting by not less than forty-eight (48) hours exclusive of Saturdays and holidays, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the FLC Seniors Club or an agent thereof specified in such notice or, if no such time having been specified in such notice, it has been received by the secretary of the FLC Seniors Club or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

8.15 Votes to Govern

Except as otherwise required by the Act or by-laws, all questions proposed for the consideration of Members at a meeting of Members shall be determined by a majority of the votes cast and in the event of an equality of votes at any meeting of Members, either upon a show of hands or upon a ballot, the chairman shall have a second or casting vote.

8.16 Show of Hands

Subject to the Act, any question at a meeting of Members shall be decided by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of Members upon the said question.

8.17 Ballots

On any question proposed for consideration at a meeting of Members, a Member, proxy holder or other person entitled to vote may demand and the chairman may require that a ballot be taken either before or upon the declaration of the result of any vote by show of hands. If a ballot is demanded on the election of a chairman or on the question of an adjournment it shall be taken forthwith without an adjournment. A ballot demanded or required on any other question shall be taken in such manner as the chairman shall direct. A demand or requirement for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled to one vote. The result of the ballot so taken shall be the decision of the Members upon the question. The demand or requirement for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the ballot has been demanded or required.

8.18 Adjournment

The chairman at a meeting of Members may, with the consent of the meeting and subject to such conditions as the meeting may decide, subject to the Act, adjourn the meeting from time to time and from place to place. If a meeting of Members is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting other than by announcement at the time of the adjournment. Subject to the Act, if a meeting of Members is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as notice for an original meeting.

DIVISION 9
MEMBERSHIP

9.1 Annual Membership Fee

The annual membership fee shall be set from time to time by the Board. A membership may be purchased at this fee anytime during the year.

9.2 Term of Membership

The term of the membership shall be one year, commencing on September 1st of the year in which the membership is issued and terminating on August 31st of the following year or commencing and terminating on any other date as from time to time determined by the Board.

9.3 Membership

Any Senior, being a person 55 years of age or older, may purchase a Membership in the FLC Seniors Club for a fee as set by the Board of Directors. The spouse of a senior holding a valid membership, between the ages of 50 and 55, may purchase a membership.

9.4 Review of Fees

The Board of Directors shall review, on an annual basis, the annual Membership fee, and shall present the recommended annual Membership fee to the Members at the Annual General Meeting, for approval.

9.5 Non-Recognition of Trusts

Subject to the Act, the FLC Seniors Club may treat the registered holder of any Membership as the person exclusively entitled to vote, to receive notices and to exercise all the rights and powers of an owner of the Membership.

DIVISION 10
TRANSFER OF MEMBERSHIPS

10.1 Prohibition of Transfer of Memberships

There shall be no transfer of Memberships.

10.2 Membership Register

An electronic membership database shall be maintained by the FLC Seniors Club and shall contain, at a minimum, a unique membership number, the surname and given name, street address, electronic address, and telephone contact number for each Member.

DIVISION 11

INFORMATION AVAILABLE TO MEMBERS

11.1 Confidential Information

Except as provided by the Act, no Members shall be entitled to obtain information respecting any details or conduct of the FLC Seniors Club's business which in the opinion of the Directors it would be inexpedient in the interests of the FLC Seniors Club to communicate to the public.

11.2 Conditions of Access to Information

The Directors may from time to time, subject to rights conferred by the Act, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books and registers and accounting records of the FLC Seniors Club, or any of them, shall be open to the inspection of Members and no Member shall have any right to inspect any document or book or register or account record of the FLC Seniors Club except as conferred by the Act, or authorized by the Board or by a resolution of the Members.

11.3 Registered Office and Separate Records Office

The registered office of the FLC Seniors Club shall be at a place within Alberta and at such location therein as the Board may from time to time determine. The records office will be at the registered office or at such location, if any, within Alberta, as the Board may from time to time determine.

DIVISION 12

NOTICES

12.1 Method of Giving Notices

A notice or document required by the Act, Regulations or by-laws, to be sent to a Member or Director of the FLC Seniors Club may be sent electronically, by prepaid mail, or may be delivered personally to:

- a. the Member at his latest street or electronic address as shown in the records of the FLC Seniors Club; and
- b. the Director at his latest street or electronic address as shown in the records of the FLC Seniors Club or in the last notice filed under section 26 of the Act.

A notice or document sent by mail in accordance with the foregoing to a Member or Director of the FLC Seniors Club is deemed to be received by him at the time it is deposited in the mail or sent electronically, unless there are reasonable grounds for believing that the Member or Director did not receive the notice or document at the time or at all.

12.2 Non-Receipt of Notices

If a notice or document is sent to a Member in accordance with section 12.1 and the notice or document is determined to be undeliverable because the Member failed to provide the FLC Seniors Club with their current street address or electronic address, the FLC Seniors Club is not required to send any further notice or documents to the Member until the Member informs the FLC Seniors Club in writing of their current street address or electronic address; provided always, that in the event of the undeliverability of a notice

of a Members' meeting sent to a Member in accordance with section 12.1, the notice shall be deemed to be received by the Member on the date deposited in the mail or the date on which it was sent electronically.

12.3 Omissions and Errors

Subject to the Act, the accidental omission to give any notice to any Member, 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 thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

12.4 Signature on Notices, Documents and Electronic Records

Unless otherwise specifically provided, the signature of any Director or officer of the FLC Seniors Club to any notice, document or electronic record to be signed on behalf of the FLC Seniors Club may be handwritten, typewritten, electronic or digital.

12.5 Waiver of Notice

If a notice or document is required by the Act or the Regulations, the Constitution, the by-laws or otherwise to be sent, the sending of the notice or document may be waived or the time for the notice or document may be waived or abridged at any time with the consent in writing of the person entitled to receive it.

12.6 Audit of Accounts

The books, accounts and records of the Treasurer and Secretary shall be audited at least once each year by an independent auditor, or by a financial review committee.

12.7 Ratification and Indemnification of and for Pre-Incorporation Acts

The FLC Seniors Club ratifies all pre-incorporation acts undertaken on its behalf and agrees and confirms

that it will indemnify the incorporators, for any pre-incorporation acts undertaken and liabilities incurred on its behalf.

12.8 Severability

The invalidity or unenforceability of any provision of these by-laws shall not affect the validity or enforceability of the remaining provisions of these by-laws.

MADE by the Incorporators the 29th day of October, 2022.

"Albert Herscovitch"

Albert Herscovitch, President

"D. L. Harris"

Debbie Harris, Vice-President

"David Tisdale"

David Tisdale, Treasurer

"Pamela Nutter"

Pamela Nutter, Secretary

Past President: Pamela Nutter

Directors: Bob Laloge
Wayne Mitchell
Lawrence Gordon
Violet Smith
Denyce Lundeen

"Adrianna Laszlo"

Witness

Printed Name: Adrianna Laszlo