

SCHEDULE “A”

BY-LAW NO. 1

**A by-law relating generally to the
transaction of business and affairs of the**

CENTRE FOR CHRISTIAN STUDIES CANADA INC.

(Herein called the “Corporation”)

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BE IT ENACTED as a by-law of the Corporation as follows:

1. INTERPRETATION

1.01 Definitions - In this by-law, unless the context otherwise requires:

- (i) words importing the singular include the plural and vice versa;
- (ii) Act means the Corporations Act, C.C.S.M. c. C225, and amendments thereto and includes the regulations made pursuant thereto;
- (iii) “Central Council” means the board of directors of the Corporation, hereafter referred to as Members of Central Council;
- (iv) “Friends” means the members of the Corporation; as referred to at paragraph 7 hereof;
- (v) words and expressions defined in the Act shall have the same meanings when used herein.

2. BUSINESS OF THE CORPORATION

2.01 Head Office - The Head Office of the Corporation shall be in the City of Winnipeg, Province of Manitoba or at such places therein as the Central Council may from time to time determine.

2.02 Corporate Seal - The Corporation may adopt and use such form of corporate seal as is approved by the Central Council from time to time.

2.03 Financial Year - Until changed by the Central Council, the financial year of the Corporation shall end on the 31st day of December each year.

2.04 Execution of Instruments - Contracts, deeds, transfers, assignments, obligations, certificates and other instruments in the ordinary course of the operations of the Corporation may be entered into on behalf of the Corporation by any two of the following persons: either or both of the Co-Chairs, the Treasurer, another officer as appointed pursuant to paragraph 5.01 hereof, or any other person authorized by the Central Council. The Central Council may from time to time by resolution 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 person authorized to sign an instrument on behalf of the Corporation (whether acting alone or with another) may affix the corporate seal thereto.

- 2.05 Books, Records and Reports** - The Central Council shall see that all necessary books and records of the Corporation that are required by the by-laws of the Corporation or by any applicable statute or law are regularly and properly kept. A report and audited financial statement shall be submitted annually to The United Church of Canada and the Primate of the Anglican Church of Canada or the delegate of the Primate for review.
- 2.06 Cheques, Etc.** - 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 Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Central Council and any one of such officers or agents may alone endorse notes and drafts for collection on account of the Corporation through its bankers, and endorse notes and cheques for deposit with the bankers of the Corporation for the credit of the Corporation, or the same may be endorsed “for collection” or “for deposit” with the bankers of the Corporation by using the Corporation’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 Corporation and the bankers of the Corporation and may receive all paid cheques and vouchers and sign all bank forms.
- 2.07 Deposit of Securities for Safekeeping** - The securities of the Corporation shall be deposited for safekeeping with one or more bankers, trust companies, or other financial institutions to be selected by resolution of the Central Council. Any and all securities so deposited may be withdrawn, from time to time, only upon the written order of the Corporation signed by such officer or officers, agent or agents of the Corporation, and in such manner as shall from time to time be determined by resolution of the Central Council and such authority may be general or confined by specific instances. The institutions which may be selected as custodians shall be fully protected in acting in accordance with the direction of the Central Council and shall in no event be liable for the due application of the securities so withdrawn from deposit or the proceeds thereof.
- 2.08 Borrowing** - The members may from time to time:
- (a) borrow money on the credit of the Corporation;
 - (b) issue, sell or pledge securities of the Corporation;
 - (c) charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Corporation, including book debts, rights, powers, franchises and undertakings to secure any money borrowed, or other debt, or any other obligation or liability of the Corporation.

3. MEMBERS OF CENTRAL COUNCIL

- 3.01 Election** - The affairs of the Corporation shall be managed by a board of (13) members (the “Central Council”), each of whom shall be, at the time of election or within ten (10) days thereafter, a Friend of the Corporation, four (4) of whom shall be approved representatives of The Anglican Church of Canada (the "Anglican. Representatives") and four (4) of whom

shall be approved representatives of The United Church of Canada (the “United Representatives”) and two (2) of whom shall be Centre for Christian Studies’ students (the “Student Representatives”). The Anglican Representatives shall be elected by the Friends from the list of names provided to the Friends by the Central Council in consultation with the Primate of The Anglican Church of Canada or the delegate of the Primate. No further nominations will be accepted for the Anglican Representatives. The United Representatives shall be elected by the Friends from the list of names provided by the Central Council, in consultation with The United Church of Canada. No further nominations will be accepted for the United Representatives. The Student Representatives shall be elected by the Friends from the list of names provided to the Friends by the Central Council after consultation with the student body. No further nominations will be accepted for the Student Representatives. The other three (3) members are to be elected by the Friends of the Corporation.

The members shall be elected to hold office for a term of three (3) years. A member shall hold office until the end of the annual meeting when that member’s term expires. A member whose term has expired shall be eligible for re-election for one (1) further term. A member may be eligible for re-election after the expiry of not less than one (1) year from the date of retiring from the Central Council after the second term if otherwise qualified. The election may be by a show of hands or an oral or electronic declaration, unless a ballot be demanded by any Friend of the Corporation.

The Principal of the Centre for Christian Studies plus one other staff member, chosen by the staff, shall be entitled to attend all meetings of the Central Council except when the Council shall direct the Principal and other staff member not to attend a particular meeting or portion thereof. The Principal and other staff member shall have voice but no vote.

3.02 Vacating - A member of the Central Council shall be removed from the Central Council if such member:

- (a) becomes of unsound mind;
- (b) resigns office by notice in writing to the Corporation;
- (c) has been absent, without being excused by resolution of the Central Council, from four (4) consecutive meetings of the Central Council; or
- (d) in the case of a United Representative or an Anglican Representative, ceases to be approved by the body or person nominating such member.

3.03 Vacancies - Vacancies on the Central Council, or vacancies in the position of Officers however caused, may, so long as a quorum of members remains in office, be filled by the Central Council if they shall see fit to do so, otherwise such vacancy shall be filled at the next annual meeting of the Friends of the Corporation or by a special meeting of the Friends of the Corporation as described in section 8.02. Notwithstanding the forgoing provisions of this section 3.03, any vacancy among the Anglican Representatives or the United Representatives shall be filled by the same procedure as such persons were originally

nominated and elected.

3.04 Place of Meetings - Except as otherwise required by law, the Central Council may hold its meetings at such place or places as it may from time to time determine.

3.05 Calling of Meetings - Meetings of the Central Council may be formally called by either of the Co-Chairs, or any two (2) members of Central Council.

3.06 Notice of Meetings - Notice of meetings shall be delivered, telephoned, faxed or emailed to each member of Central Council not less than three (3) days before the meeting is to take place, or shall be mailed to each member of Central Council not less than ten (10) days before the meeting is to take place. The declaration of the Co-Chairs that notice has been given pursuant to this by-law shall be sufficient and conclusive evidence of the giving of such notice. A notice of a meeting of the Central Council need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified.

The Central Council may appoint a day or days in any month or months for regular meetings, at an hour to be named, and no notice of such regular meeting need be sent. No formal notice of meeting shall be necessary if all members are present, or if those absent have signified their consent to the meeting being held in their absence. A meeting of the Central Council may also be held without notice, immediately following the annual meeting of the Friends. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting.

3.07 Errors in Notice - No error or accidental omission in giving notice for a meeting of the Central Council shall invalidate such meeting or invalidate any proceedings taken at such meeting. Any member may at any time waive notice of such meeting and may ratify or approve of any or all proceedings thereat.

3.08 Quorum - Five members shall form a quorum for the transaction of business, at least two of whom shall be Anglican Representatives, and at least two of whom shall be United Representatives.

3.09 Powers - The Central Council may consider or transact any business, either special or general, at any meeting of the Central Council. The Central Council shall have full power with respect to all affairs of the Corporation and no by-law or resolution passed or enacted by the Central Council or any other action taken by the Central Council requires confirmation or ratification by the Friends in order to become valid or to bind the Corporation unless such confirmation or ratification is required by the Act.

3.10 Chairperson - The chairperson of any meeting of the Central Council shall be one of the Co-Chairs, or if neither is present, the members of the Central Council shall choose one of

the members of the Central Council to be chairperson of that meeting.

- 3.11 Voting** - Questions arising at any meeting of the Central Council shall be decided by a majority of votes cast on the question. The chairperson shall be entitled to a vote. In the event of a tie the chairperson shall not have a second or casting vote and the matter shall be considered lost. The vote shall be taken in the usual way by assent or dissent, unless any member of the Central Council requests that a vote be taken by ballot. Any vote may be held entirely by means of a telephone, electronic or other communication facility as determined in the meeting announcement and any person participating in a meeting of Council and entitled to vote at that meeting may vote by means of the telephone, electronic or other communication facility, and by so voting will be considered to have participated in a vote by way of a show of hands or on a ballot as if that person were physically present at the meeting. 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.
- 3.12 Conflict of Interest** - A member of the Central Council or officer who is a party to, or who is a member or officer of a party to, or has a material interest in a party to, any contract with the Corporation shall disclose the nature and extent of such interest at the time and in the manner provided by the Act. Any such contract or proposed contract shall be referred to the Central Council for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the Central Council and a member interested in a contract so referred to the Central Council shall not vote on any resolution to approve the same except as provided by the Act. In addition, the Central Council may pass a conflict of interest policy by resolution of the Central Council.
- 3.13 Remuneration** - The members shall receive no remuneration for acting as such but shall be entitled to compensation for expenses incurred by them upon proof of such expenses.
- 4. COMMITTEES**
- 4.01 Committees** - The Central Council may appoint such committees as it considers advisable. Members of committees shall be appointed by, and hold office for a term determined by the Central Council.
- 4.02 Executive** - There shall be an Executive consisting of the Co-Chairs, Treasurer and any two members of Council, the Principal or designate staff person. The Principal, or designate, shall have voice but no vote. The conduct of the business by the Executive shall be governed by the applicable provisions of these by-laws. The membership of the Executive shall be approved by the Friends at the Annual Meeting. A quorum would consist of three (3) voting members of the Executive.
- 4.03 Powers** - The Executive shall have the power to act for or on behalf of the Corporation or otherwise commit or bind the Corporation to any course of action, with these exceptions:

within the financial limitation determined annually by the Central Council, and, shall not appoint new Central Council members. All business conducted by the Executive shall be minuted and reported to the Central Council at its next meeting. No other Committee or individual shall have the power to act for or on behalf of the Corporation or otherwise commit or bind the Corporation to any course of action. Committees, with the exception of the Executive, shall have the power only to make recommendations to the Central Council, or such members of the Central Council, as the Central Council may, from time to time, direct.

- 4.04 Procedure** - Unless otherwise determined by these by-laws, or by the Central Council, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairperson or chairpersons and to regulate its procedures.
- 4.05 Reports** - Each Committee shall submit to the Central Council such reports as the Central Council may, from time to time, request, but, in any event, each Committee shall submit an annual report to the Central Council at such time as the Central Council may, from time to time, determine.

5. OFFICERS

- 5.01 Appointment** : The Friends shall appoint from the list of names provided to the Friends by the Central Council; Co-Chairs, a Treasurer and such other officers as the Central Council may determine from time to time. No person may hold more than one office. The terms of office for the Officers shall be 3 years, renewable once.
- 5.02 Duties of Co-Chairs** - The Co-Chairs shall, subject to the authority of the Central Council, have general supervision of the affairs and business of the Corporation. The Co-Chairs shall, with any other officer appointed by the Central Council for the purpose, sign all by-laws. The Co-Chairs shall, when present, preside at all meetings of the Friends of the Corporation and the Central Council. One or both of the Co-Chairs shall, ex officio, be a member of all committees of the Central Council. The Co-Chairs shall have such other powers and duties as the Central Council may specify from time to time.

During the absence or inability of one of the Co-Chairs, the duties and powers of the Co-Chairs may be exercised by the other, or in the absence of the Co-Chairs, such other member of the Central Council as the Central Council may from time to time appoint for the purpose. If such other member of the Central Council shall exercise any such duty or power, the absence or inability of the Co-Chairs shall be presumed with reference thereto.

- 5.03 Duties of Recorder** - The Central Council shall appoint a Recorder: to record all facts and minutes of all meetings in the books kept for that purpose, give all notices required to be given to members and to Friends, be the custodian of the corporate seal of the Corporation and of all books, papers, records, correspondence and documents belonging to the Corporation, and shall perform all such other duties from time to time prescribed by the Central Council.

5.04 Powers and Duties of Other Officers - The powers and duties of any other officers shall be as the terms of their engagement call for or as the Central Council may specify from time to time.

5.05 Variation of Powers and Duties - The Central Council may, from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

6. PROTECTION OF MEMBERS OF THE CENTRAL COUNCIL, OFFICERS, AND OTHERS

6.01 Limitation of Liability - Members of the Central Council or officers shall not be liable for the acts, receipts, neglects or defaults of any other member of the Central Council or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by an error of judgement or oversight on their part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of their office or in relation thereto, unless the same are occasioned by their own wilful neglect or default; provided that nothing herein shall relieve any member or officer from the duty to act in accordance with the Act and the regulation thereunder or from liability for any breach thereof.

6.02 Indemnity - Every member of the Corporation, and the heirs, executors and administrators and estate and effects of that member of the Corporation shall be indemnified and saved harmless out of the funds of the Corporation, from and against:

(a) all costs, charges and expenses whatsoever that such person sustains or incurs in or about any action, suit or proceeding that is brought, commenced or prosecuted against such person, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by such person, in or about the execution of the duties of the office; and

(b) all other costs, charges and expenses that such person sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by the wilful neglect or default of such person.

6.03 Insurance - Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its members and officers as the Central Council may from time to time determine.

7. MEMBERSHIP

7.01 Friends - The membership of the Corporation shall consist of the applicants for amalgamation and such other persons as have the necessary qualifications set out in Section 7.02 hereof, or have been elected as members and admitted as the Friends of the Corporation by resolution of the Central Council. The number of Friends of the Corporation shall be unlimited.

7.02 Qualifications for Friends - Any Friend (other than a member of the Central Council) must have at least one (1) of the following qualifications:

- (a) be a current student in a diploma or certificate program of the Corporation;
- (b) be a current staff person of the Corporation;
- (c) be appointed by Central Council as a member of a Committee;
- (d) be a graduate of the Diploma Program of the Corporation or one of its predecessors;
- (e) be a graduate of the Western Field Based Diaconal Ministry Program of the United Church of Canada;
- (f) be a person who has donated to the Corporation in the two fiscal years prior to the Annual Meeting of the Corporation;
- (g) be an honorary member of the Corporation, admitted by the annual meeting of the Friends for the period commencing with the date of admission to membership of the Corporation by the Central Council and ending at the termination of the next annual meeting of Friends;
- (h) be admitted as a Friend by the Central Council;

and who has indicated a wish to be a Friend of the Corporation.

7.03 Ceasing to be Friends - A person shall cease to be a Friend upon ceasing to have any of the qualifications set out in Section 7.02

8. ANNUAL AND OTHER MEETINGS OF FRIENDS

8.01 Annual Meetings - The Friends of the Corporation shall meet at least once annually. The annual meeting of Friends shall be held at such time in each year as the Central Council may from time to time determine, for the purposes of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing members, appointing auditors and for the transaction of such other business as may properly be brought before the meeting.

8.02 Special Meeting - Meetings of the Friends may be formally called by the Co-Chairs, or any two Members of Central Council, or on the request of 10 Friends made in writing to one of the Co-Chairs.

8.03 Place of Meetings - Meetings of Friends shall be held at the Head Office of the Corporation or elsewhere in the City of Winnipeg, in the Province of Manitoba, or at such place therein as the Central Council may from time to time determine, and be made accessible by

telephone or other electronic means as deemed appropriate by the Central Council.

- 8.04 Notice of Meetings** - Notice of the time and place of each meeting of Friends shall be given by prepaid mail not less than ten (10) nor more than one hundred and twenty (120) days before the date of the meeting to each Friend, provided that any meeting of Friends may be held at any time and place without such notice if all Friends of the Corporation waive notice thereof. Notice of a meeting of Friends called for any purpose other than consideration of the financial statements and auditor's report, report of the Central Council, election of members of the Central Council and reappointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit Friends to form a reasoned judgement thereon and shall state the text of any special resolution to be submitted to the meeting.
- 8.05 Error or Omission in Notice** - No error or omission in giving notice of any annual or special meeting or any adjourned meeting, annual or special, of the Friends of the Corporation shall invalidate such meeting or invalidate any proceedings taken thereat. Any Friend may at any time waive notice of such meeting and may ratify, approve and confirm any of all proceedings taken thereat.
- 8.06 Business to be Conducted** - At every annual meeting, the report of the Central Council financial statements and report of the auditors shall be considered, members shall be elected, the auditors shall be appointed, and such other business as may properly be brought before the meeting shall be transacted.
- 8.07 Chairperson and Scrutineers** - The chairperson of any meeting of Friends shall be one of the Co-Chairs or, if the Co-Chairs are absent, or if neither is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall appoint one of their number to be chairperson. If the Recorder appointed by the Central Council is absent, the persons present and entitled to vote shall appoint some person to act as recorder of the meeting. If desired, one or more scrutineer may be appointed by a resolution or by the chairperson with the consent of the meeting.
- 8.08 Persons Entitled to be Present** - The only persons entitled to be present at a meeting of the Friends shall be those entitled to vote thereat, the members of the Corporation and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act or the articles or by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairperson of the meeting or with the consent of the meeting.
- 8.09 Quorum** - A quorum for the transaction of business at any meeting of Friends shall be fifteen (15) persons who are present, each being a Friend entitled to vote thereat, and at least five (5) of the quorum shall be members of The Anglican Church of Canada and at least five (5) of the quorum, shall be members of The United Church of Canada.
- 8.10 Right to Vote** - Subject to the provisions, if any, contained in the Act, at any meeting of the

Friends each Friend of the Corporation shall be entitled to one vote.

- 8.11 Votes to Govern** - At any meeting of Friends every question shall, unless otherwise required by the articles or by-laws or by law, be determined by the majority of the votes cast on the question. The chairperson shall be entitled to a vote. In the event of a tie the chairperson shall not have a second or casting vote and the matter shall be considered lost.
- 8.12 Show of Hands, Oral or Electronic Declaration** - Subject to the provisions of the Act, any question at a meeting of Friends shall be decided by a show of hands or oral or electronic declaration unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, oral or electronic declaration every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands oral or electronic declaration shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairperson 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 or proportion 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 the Friends upon the said question.
- 8.13 Ballots** - On any question proposed for consideration at a meeting of Friends, and whether or not a show of hands oral or electronic declaration has been taken thereon, any Friend entitled to vote at a meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairperson shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each Friend present shall be entitled to one vote and the result of the ballot so taken shall be the decision of the members of the Corporation upon the said question.
- 8.14 Adjournments** - If a meeting of Friends 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 earliest meeting that is adjourned. If a meeting of Friends is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given as for an original meeting. Such adjournments may be made notwithstanding that no quorum is present.

9. NOTICES

- 9.01 Method of Giving Notice** - Any notice (which term includes any communication of documents to be given, sent, delivered or served) pursuant to the Act, the regulations thereunder, the articles, the by-laws or otherwise to a Friend of the Corporation, member of the Central Council, officer, auditor or member of a committee of the Central Council shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to their recorded address or if mailed to them at their recorded address by prepaid ordinary or air mail or if sent to them at their recorded address by any means of prepaid

transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it is delivered personally or to 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 shall be deemed to have been received on the fifth day after being so deposited; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The recorded address of a member shall be their latest address as shown in the records of the Corporation.

9.02 Computation of Time - In computing the date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

9.03 Undelivered Notices - If any notice given to a Friend pursuant to section 9.01 is returned because they cannot be found, the Corporation shall not be required to give any further notices to such Friend until they inform the Corporation in writing of their new address.

9.04 Waiver of Notice - Any Friend of the Corporation, member of the Central Council, officer, auditor or member of a committee of the Central Council may at any time waive any notice, or waive or abridge the time for any notice, required to be given to them under any provisions of the Act, the regulations thereunder, the articles, the by-laws or otherwise and such waiver or abridgement shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of Friends or of the Central Council which may be given in any manner.

10. SPECIAL CLAUSES

10.01 Insurance - The Corporation will place and keep in force insurance covering fire (including extended coverage), public liability and such other risks as the Primate of The Anglican Church of Canada or the delegate of the Primate, and the General Council of The United Church of Canada may from time to time require. Such insurance will be at least in the larger of the two amounts so required, or, if there be no such requirement, in such amounts as would be placed by a prudent owner of the assets of the Corporation.

10.02 Limit on Indebtedness - At no time shall the total indebtedness of the Corporation exceed the lesser of the two amounts fixed for it, from time to time, by the Primate of The Anglican Church of Canada or the delegate of the Primate and the appropriate body of the General Council of The United Church of Canada.

10.03 Consent to Disposition of Real Property - Any sale, transfer, leasing for a term exceeding five (5) years (including all rights of renewal) or mortgaging or acquisition of any real or personal property shall not occur without the prior written consent of the Primate of The Anglican Church of Canada or the delegate of the Primate and the appropriate body of the General Council of The United Church of Canada, but any lease for a term not exceeding

five (5) years may be made without such consent.

11. AMENDMENT

11.01 Amendment - The provision of clauses 2.05, 3.01, 3.02, 3.03, 3.08, 3.13, 7.02, 8.09, 10.01, 10.02, 10.03, and 11.01 of this by-law may not be amended in any way without the prior written consent of the Primate of The Anglican Church of Canada or the delegate of the Primate and of the General Council of The United Church of Canada.

12. EFFECTIVE DATE

12.01 Effective Date - This by-law shall come into force upon its enactment.

Enactment Date: March 7, 2002

Elizabeth Brain
Co-Chair

Ken DeLisle
Co-Chair