

**BY-LAW NO. 1**

A BY-LAW RELATING GENERALLY to the conduct of the business and affairs  
of  
**LAPP CORPORATION**

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**IT IS HEREBY ENACTED** as By-Law No. 1 of LAPP Corporation as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In the By-laws, unless the context otherwise specifies or requires:

- (a) “**Act**” means the *Joint Governance of Public Sector Pension Plans Act* (Alberta), every statute that may be substituted therefor, and all regulations thereunder, all as amended from time to time;
- (b) “**Board**” means the board of directors of the Corporation;
- (c) “**By-laws**” means this by-law no. 1 and all other by-laws of the Corporation from time to time in force and effect;

- (d) “**Corporation**” means the corporation without share capital with the name LAPP Corporation as established pursuant to Subsection 11(1) of Schedule 1 of the Act;
- (e) “**Documents**” includes deeds, transfers, assignments, contracts, obligations, certificates and any other written or printed documents or instruments;
- (f) “**Employee organization**” has the meaning ascribed to such term in Schedule 1 to the Act;
- (g) “**Employer organization**” has the meaning ascribed to such term in Schedule 1 to the Act;
- (h)
- (i) “**Signing Officers**” means the persons authorized pursuant to the By-laws to sign any Document on behalf of the Corporation, and “**Signing Officer**” means any one of them; and
- (j) “**Sponsor Board**” means, collectively, the individuals appointed from time to time to the LAPP Sponsor Board as established pursuant to Section 3 of Schedule 1 of the Act.

## 1.2 Meanings

All terms contained in the By-laws which are defined in the Act but not in the By-laws shall have the meanings given to such terms in the Act.

## 1.3 Conflict with the Act

To the extent of any conflict between the provisions of the By-laws and the provisions of the Act relating to the Corporation, the provisions of the Act shall govern.

## 1.4 Singular Number

Words importing the singular number only shall include the plural and *vice versa*.

## 1.5 Gender

Words importing any gender shall include all genders.

## 1.6 Persons

Words importing persons shall include individuals, bodies corporate, corporations, companies, partnerships, syndicates, trusts, entities, unincorporated organizations and any number or aggregate of persons.

## **1.7 Headings and Sections**

The headings used in the By-laws are inserted for reference purposes only and are not to be considered or taken into account in construing or interpreting 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. “Section” or “Subsection” followed by a number means or refers to the specified section of the By-laws, unless the context requires otherwise.

## **1.8 Invalidity of any Provision of By-laws**

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

## **ARTICLE 2 BUSINESS OF THE CORPORATION**

### **2.1 Head Office**

The head office of the Corporation shall be in the place within Alberta, and at such location therein, as the Board may from time to time determine.

### **2.2 Corporate Seal**

The corporate seal of the Corporation may be such as the directors may by resolution from time to time adopt.

### **2.3 Financial Year**

The financial year of the Corporation shall end on December 31 in each year in accordance with Subsection 11(4) of Schedule 1 of the Act.

### **2.4 Execution of Documents**

- (a) The Board may at any time and from time to time specifically authorize any person or persons to sign on behalf of the Corporation any Document, or direct the manner in which any Document may or shall be signed or delivered;
- (b) In the absence of an authorization or direction under Subsection (a) above, documents may be signed on behalf of the Corporation by the person holding the office of President and Chief Executive Officer or, in his or her absence or inability, by one of the Chair or Vice-Chair together with a Vice-President;
- (c) The seal of the Corporation may be affixed to any Document executed on behalf of the Corporation or requiring authentication on behalf of the Corporation by any director, officer or agent of the Corporation; and

- (d) All Documents signed or executed in accordance with Subsections (a), (b) or (c) above shall be binding upon the Corporation without any further authorization or formality.

## **2.5 Execution in Counterpart, by Facsimile, and by Electronic Signature**

- (a) Subject to the Act, any Document required or permitted to be executed by one or more persons on behalf of the Corporation may be signed by electronic means or by facsimile; and
- (b) Any Document required or permitted to be executed by one or more persons may be executed in separate counterparts, each of which when duly executed by one or more of such persons shall be an original and all such counterparts together shall constitute one and the same such Document.

## **2.6 Signatures Reproduced**

The signature of any Signing Officer referred to in Section 2.4, 2.5 or 2.7 may, if specifically authorized by resolution of the Board, be printed, engraved, lithographed or otherwise mechanically reproduced upon any Document or any bonds, debentures or other securities of the Corporation executed or issued by or on behalf of the Corporation, and all Documents or securities of the Corporation on which the signature or signatures of such persons are so reproduced shall be deemed to have been manually signed by such persons and shall be as valid for all purposes as if signed manually and notwithstanding that the person whose signature is so reproduced may have ceased to hold office on the date of the delivery or issue of any such Documents or securities of the Corporation.

## **2.7 Banking Arrangements**

The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be authorized by the Board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may from time to time prescribe or authorize. All cheques, drafts or orders for the payment of money and all notes, acceptances and bills of exchange shall be signed by such officer or officers or the person or persons, whether or not officers of the Corporation, and in such manner as the Board at any time and from time to time designates by resolution or, in the absence by such authorization, as authorized by Section 2.4.

## **2.8 Voting Rights in Other Bodies Corporate**

All securities of any other body corporate carrying voting rights held from time to time by the Corporation may be voted at all meetings of shareholders, bond holders, debenture holders or holders of such securities, as the case may be, of such other body corporate and in such manner and by such person or persons as the Board shall from time to time authorize by resolution, and failing such authorization, then by the President and Chief Executive Officer. The Signing Officers may also from time to time execute and deliver

on behalf of the Corporation proxies and arrange for the issuance of voting certificates or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the Board.

## **2.9 Custody of Securities**

All securities (including warrants) owned by the Corporation shall be lodged in the name of the Corporation with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the Board, with such other depositories or in such other manner as may be determined at any time and from time to time.

All securities (including warrants) belonging to the Corporation may be issued and held in the name of a nominee or nominees of the Corporation (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with right of survivorship) and if so held shall be endorsed in blank with endorsement guaranteed in order to enable transfer thereof to be completed and registration thereof to be effected.

## **2.10 Purchase and Sale of Stock and Securities**

The directors of the Corporation are authorized for and on behalf of the Corporation to purchase stocks, bonds, debentures and other securities of any other bodies corporate, and to use any of the Corporation's funds for such purpose.

The Signing Officers are authorized to sell, assign, transfer, exchange, convert or convey all securities owned by or registered in the name of the Corporation and to sign and execute under the seal of the Corporation or otherwise all assignments, transfers, conveyances, powers of attorney and other instruments as may be necessary for the purpose of selling, assigning, transferring, exchanging, converting or conveying any such securities.

## **ARTICLE 3 DIRECTORS**

### **3.1 Number and Powers**

The Board shall consist of such number of directors as are appointed pursuant to Subsection 20(1) of Schedule 1 of the Act. Subject to the Act, the Board shall manage the business and affairs of the Corporation and exercise all such powers and do all such acts and things as may be exercised or done by the Corporation and not expressly directed or required by the Act or By-laws to be done in some other manner.

### **3.2 Qualification**

Every director shall be an individual 18 or more years of age. No one who is a represented adult, as defined in the *Adult Guardianship and Trusteeship Act* (Alberta), or is the subject of a certificate of incapacity under the *Public Trustee Act* (Alberta), or is a formal patient as defined in the *Mental Health Act* (Alberta), or is the subject of an order under the *Mentally Incapacitated Persons Act* (Alberta) appointing a committee of his or her person or estate or both, or has been found to be a person of unsound mind by a court elsewhere

than in Alberta, or has the status of a bankrupt, or is a member of the Sponsor Board, shall be a director.

### **3.3 Action by the Board**

Subject to Section 4.5, the powers of the Board may be exercised by resolution passed at a meeting at which a quorum is present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the Board. Where there is a vacancy in the Board, the remaining directors may exercise all the powers of the Board so long as a quorum remains in office.

### **3.4 Validity of Acts**

An act by a director or officer is valid notwithstanding any irregularity in his or her appointment or a defect in his or her qualification.

## **ARTICLE 4 MEETINGS OF DIRECTORS**

### **4.1 Place of Meetings**

All regular Board meetings are to be held at the LAPP Corporation Office, unless a decision is made by resolution of the Board to use a location other than the LAPP Corporation office.

### **4.2 Calling of Meetings**

A meeting of directors may be convened from time to time by the Chair of the Board, or in his or her absence, the Vice-Chair of the Board, or in the absence of both the Chair of the Board and the Vice-Chair of the Board, the President and Chief Executive Officer or any two directors and the Secretary (if any) shall upon direction of the foregoing convene a meeting of the directors.

### **4.3 Notice**

Notice of the time and place of the holding of any meeting of the directors and the purpose or purposes for which such meeting is called shall be given to each director in the manner provided in Article 8 not less than two business days before the date of the meeting; provided that meetings of the directors or of any committee of directors may be held at any time without formal notice if all the directors are present (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) or if all the absent directors have waived notice.

### **4.4 Waiver of Notice or Irregularity**

Notice of any meeting of directors or of any committee of directors or any irregularity in any meeting or in the notice thereof may be waived by any director in writing or by facsimile or email if such numbers and addresses have been provided to the Corporation

by the parties or in any other manner approved by resolution of the Board, and such waiver may validly be given before or after the meeting to which such waiver relates. Attendance of a director at a meeting of directors is 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 ground that the meeting is not lawfully called.

#### **4.5 Meetings by Telephonic, Electronic or Other Communication Facility**

A director may participate in a meeting of the Board or of any committee of directors by electronic means, telephone or other communication facilities as permit all persons participating in the meeting to simultaneously and instantaneously hear each other and a director participating in a meeting by such means shall be deemed for the purposes of the Act to be present at that meeting.

#### **4.6 Adjournment**

Any meeting of the Board or of any committee of directors may be adjourned from time to time by the Chair of the meeting with the consent of the meeting, to a fixed time and place and no notice of the time and place for the continuance of the adjourned meeting need be given to any director if the time and place of the adjourned meeting is announced at the original meeting. Any adjourned meeting shall be duly constituted if held in accordance with the terms of the adjournment and a quorum is present thereat. The directors who formed a quorum at the original meeting are not required to form a quorum at the adjourned meeting. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

#### **4.7 Regular Meetings**

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

#### **4.8 Quorum**

The quorum for the transaction of business at any meeting of the Board shall be a minimum of four directors appointed by employee organizations and four directors appointed by employer organizations.

#### **4.9 Chair**

The chair of any meeting of the Board shall be the Chair of the Board, failing which the Vice-Chair shall be the chair of the meeting. In the absence of the Chair of the Board and the Vice-Chair of the Board, the directors present shall choose one of their number to be the chair at that meeting.

#### **4.10 Votes to Govern**

At all meetings of the Board every question shall be decided by a majority vote of the directors present at the meeting.

### **ARTICLE 5 COMMITTEES OF DIRECTORS**

#### **5.1 General**

The directors may from time to time appoint from their number a committee of directors and may delegate to such committee any of the powers of the directors except those prohibited by the Act.

#### **5.2 Removal of Committee Member**

The Board may pass a resolution authorizing the removal of a committee member and thereafter such person shall cease to be a member of the committee.

#### **5.3 Transaction of Business**

Subject to the provisions of Section 4.5, the powers of a committee of directors may be exercised by a meeting in which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Alberta.

#### **5.4 Procedure**

Unless otherwise determined by the Board each committee shall have the power to:

- (a) fix its quorum at not less than a majority of its members;
- (b) elect its chair; and
- (c) regulate its procedure, which, unless otherwise determined, shall be the same as the procedure governing the Board.

Each member of a committee shall serve during the pleasure of the Board and, in any event, only so long as such person shall be a director. The directors may fill vacancies in a committee by appointment from among their members. Provided that a quorum is maintained, the committee may continue to exercise its powers notwithstanding any vacancy among its members.



## **ARTICLE 6 RELATIONSHIP OF DIRECTORS TO CORPORATION**

### **6.1 Remuneration of Directors**

The remuneration to be paid to the directors of the Corporation shall be such as the Sponsor Board from time to time determines pursuant to Subsection 19(2) of Schedule 1 of the Act and such remuneration shall be in addition to the salary paid to any officer or employee of the Corporation who is also a director. The remuneration to be paid to the officers and employees of the Corporation shall be such as the directors from time to time by resolution determine. The directors, officers and employees shall also be entitled to be paid their travelling and other expenses properly and reasonably incurred by them in connection with the affairs of the Corporation.

If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation other than as a director or officer, or shall be a member of a firm, or shareholder, director or officer of a body corporate, which is employed by or performs services for the Corporation, the fact of his or her being a director or officer of the Corporation shall not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

### **6.2 Conflict of Interest**

A director or officer who is a party to, or who is a director or officer of or has a material interest in any party (except the Sponsor Board) who is a party to a material contract or proposed material contract with the Corporation, shall disclose in writing to the Corporation and request to have entered in the minutes of meetings of directors of the Corporation the nature and extent of his interest. Any director or officer so interested shall not attend any part of a meeting of directors of the Corporation during which the contract is discussed and shall not vote on any resolution to approve the contract.

### **6.3 Limitation of Liability**

No director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or 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 by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or in which any monies, securities or effects shall be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her office or in relation thereto, unless the same shall happen by or through his or her failure to exercise the powers and to discharge the duties of his or her office

honestly, in good faith with a view to the best interests of the Corporation, and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, provided that nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or relieve him or her from liability for a breach thereof. The directors for the time being of the Corporation 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 Corporation, except such as shall have been submitted to and authorized or approved by the Board.

#### **6.4 Indemnity**

The Corporation shall, to the maximum extent permitted under the Act or otherwise by law, indemnify a director or officer of the Corporation, a former director or officer of the Corporation, and a person who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, and his or her heirs and legal representatives, against costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by that person with respect to a civil, criminal or administrative action or proceeding to which that person is made a party by reason of holding such a position if that person acted honestly, in good faith and with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which the individual acted as a director or officer or in a similar capacity at the Corporation's request and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that person had reasonable grounds for believing that the conduct that is the subject of the action or proceeding was lawful.

#### **6.5 Advance Of Costs**

The Corporation shall, to the maximum extent permitted under the Act or otherwise by law, advance moneys to an individual referred to in Section 6.4 to defray the costs, charges and expenses of a proceeding referred to in Section 6.4 provided such individual shall repay the moneys advanced if the individual does not fulfill the conditions set forth in the Act.

#### **6.6 Indemnities Not Exclusive**

The rights of any person to indemnification granted hereunder are not exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of directors, at law or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and will enure to the benefit of the heirs and legal representatives of that person.

#### **6.7 Insurance**

Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers, as such, as the Board may from time to time determine.

## **6.8 Saving**

Subject to compliance with Section 6.2, in addition to and not by way of limitation upon any rights conferred upon directors under the Act, it is declared that no director shall be disqualified from holding office, or required to vacate his or her office, by reason of holding any office or place of profit in the Corporation or in any body corporate in which the Corporation is a shareholder or by reason of being in any manner directly or indirectly interested in or contracting with the Corporation either as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the Corporation in which he or she is in any way directly or indirectly interested either as vendor, purchaser or otherwise, nor shall any director be liable to account to the Corporation or any of its creditors for any profit arising from any such office or place of profit, and, subject to the provisions of the Act, and compliance with Section 6.2, no contract or arrangement entered into by or on behalf of the Corporation in which any director is in any way directly or indirectly interested shall be avoided or voidable and no director shall be liable to account to the Corporation or any of its creditors for any profit realized by or from any such contract or arrangement by reason of any fiduciary relationship, if the director has complied with Section 6.2 hereof, and if the contract or arrangement was approved by the Board and it was reasonable and fair to the Corporation at the time it was approved.

## **6.9 Auditors**

The Board shall annually appoint one or more persons licensed under the *Chartered Professional Accountants Act* (Alberta) to audit the accounts and transactions of the Corporation each year and to express an opinion on the financial statements for the Corporation based on the audit and to report to the Board. The auditor shall hold office until the Board appoints a replacement. The remuneration of the auditor shall be fixed by the Board.

## **ARTICLE 7 OFFICERS**

### **7.1 Appointment**

Subject to the Act, the directors annually or as often as may be required may appoint a Chair of the Board, a Vice-Chair of the Board, a President and Chief Executive Officer, one or more Vice-Presidents (to which title may be added words indicating seniority or function), a Secretary, a Treasurer or any other officers. None of such officers, except the Chair of the Board and the Vice-Chair of the Board, need be a director of the Corporation. Two or more such offices may be held by the same person. The directors may from time to time appoint such other officers, employees and agents as they shall consider necessary who shall have such authority and shall perform such functions and duties as may from time to time be prescribed by resolution of the Board.

## **7.2 Duties of Officers May be Delegated**

In case of the absence, inability or refusal to act of any officer of the Corporation or for any other reason which the Board may consider sufficient, the Board may delegate all or any of the powers of such officer to any other officer or to any director for the time being.

## **7.3 Chair of the Board**

The Chair of the Board shall, if present, preside at all meetings of the Board. The Chair shall sign such contracts, documents or instruments in writing as require his or her signature and shall have such other powers and duties as may from time to time be assigned to the Chair by resolution of the Board.

## **7.4 Vice-Chair of the Board**

The Vice-Chair of the Board shall, if present and in the absence of the Chair of the Board, preside at all meetings of the Board. The Vice-Chair shall sign such contracts, documents or instruments in writing as require his or her signature and shall have such other powers and duties as may from time to time be assigned to the Vice-Chair by resolution of the Board.

## **7.5 Chair and Vice-Chair Designation**

The Chair and Vice-Chair shall each be appointed for a term to be set by the Board at the time of their appointment. If the Chair is a director designated by employer organizations, the Vice-Chair must be a director designated by employee organizations, and vice versa. The directors appointed by employer organizations shall designate the first Chair, and the directors appointed by employee organizations shall designate the first Vice-Chair. The power to designate the Chair and Vice-Chair shall rotate every three years thereafter between the directors appointed by employee organizations and the directors appointed by employer organizations.

## **7.6 President and Chief Executive Officer**

The President and Chief Executive Officer shall be the chief executive officer of the Corporation and shall exercise general supervision over the business and affairs of the Corporation. The President and Chief Executive Officer shall sign such contracts, documents or instruments in writing as require his or her signature and shall have such other powers and perform such other duties as may from time to time be assigned to the President and Chief Executive Officer by resolution of the Board or as are incident to his or her office.

## **7.7 Secretary**

The Secretary (if any) shall give or cause to be given notices of all meetings of the directors and any committee of the directors when directed to do so. The Secretary, if in attendance, shall be the secretary of all meetings of the directors and any committee of directors, and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings

thereof. The Secretary shall have charge of the seal of the Corporation, the minute books of the Corporation, and, subject to the provisions of Section 7.8, the documents and registers required to be maintained in accordance with the Act. The Secretary shall sign such contracts, documents or instruments in writing as require his or her signature and shall have such other powers and duties as may from time to time be assigned to the Secretary by resolution of the Board or as are incidental to his or her office. If there is no Secretary in attendance at a meeting, those in attendance at the meeting may appoint from among themselves a person to perform the function of a secretary at that meeting.

#### **7.8 Vacancies**

Subject to Sections 7.3 and 7.4., if the office of Chair of the Board, Vice-Chair of the Board, President and Chief Executive Officer, Vice-President, Secretary, Treasurer, or any other office created by the Board shall be or become vacant by reason of death, resignation or in any other manner whatsoever, the Board may appoint an officer to fill such vacancy.

#### **7.9 Variation of Powers and Duties**

Subject to Sections 7.3 and 7.4., the Board may from time to time vary, add to or limit the powers and duties of any officer.

#### **7.10 Inability of Officer or Director to Perform Duties**

Subject to Sections 7.3 and 7.4., if any officer or director is unable to perform any functions or discharge any duties assigned to him or her by the Board, the Board may reassign such functions or duties to another officer or director.

#### **7.11 Term of Office**

The Board, in its discretion, may remove any officer of the Corporation.

#### **7.12 Agents and Attorneys**

Subject to the provisions of the Act, the Board shall have the power from time to time to appoint agents or attorneys for the Corporation in or outside Alberta with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

#### **7.13 Fidelity Bonds**

The Board may require such officers (excluding the Chair and Vice-Chair of the LAPP Corporation Board of Directors), employees and agents of the Corporation as the Board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such form and with such security as the Board may from time to time determine.

## **ARTICLE 8 NOTICE**

### **8.1 Method of Giving Notice**

Any notice or other document required to be given or sent by the Corporation to any director of the Corporation shall be delivered personally or sent by prepaid mail or by facsimile or email addressed to the director at his or her latest address, email address or facsimile number as shown in the records of the Corporation.

For purposes of Section 4.3, any notice of a meeting of directors sent by prepaid mail must be put into a post office or into a post office letter box not less than seven (7) business days prior to the date of the meeting. With respect to every notice or other document sent by prepaid mail it shall be sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed and put into a post office or into a post office letter box.

### **8.2 Computation of Time**

In computing the time 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 notice shall be excluded and the date of the meeting or other event shall be included.

### **8.3 Omissions and Error**

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

### **8.4 Signatures on Notices**

The signature of any director or officer of the Corporation on any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

### **8.5 Proof of Service**

A certificate of any officer of the Corporation in office at the time of the making of the certificate or of an agent of the Corporation as to facts in relation to the mailing, delivery or service of any notice or other documents to any director, officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every director, officer or auditor of the Corporation, as the case may be.

### **8.6 Waiver of Notice**

Any director, officer, auditor or member of a committee of the Board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him

or her under any provision of the Act, the By-laws or otherwise and such waiver or abridgment shall cure any default in the giving or in the time of such notice as the case may be. Any such waiver or abridgment shall be in writing except the waiver of notice of a meeting of the Board which may be given in any manner.

**ARTICLE 9  
EFFECTIVE DATE**

**9.1 Effective Date**

This By-law shall come into force when confirmed by the Board in accordance with the Act.

*[Remainder of Page Left Intentionally Blank]*

**IN WITNESS WHEREOF** this By-Law was duly passed at a meeting of the Board on February 11, 2019.

**DATED** with effect the 11 day of February, 2019.

<Original Signed>

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Chair

*[LAPP Corporation - By-Law No. 1]*