

WINNIPEG FILM GROUP INC.

AMENDED AND RESTATED BY-LAW NO. 1

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

WINNIPEG FILM GROUP INC.

Contents

I	-	Interpretation
II	-	Undertaking of the Group
III	-	Borrowing, Securities and Investments
IV	-	Directors
V	-	Executive and Committees
VI	-	Officers
VII	-	Protection of Directors, Officers and Others
VIII	-	Memberships
IX	-	Meetings of Members
X	-	Notices
XI	-	Dissolution
XII	-	Effective Date and Amendment

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

ARTICLE I

INTERPRETATION

1.01 Definitions. In the by-laws of the Group, unless the context otherwise requires:

"**Act**" means The Corporations Act (Manitoba), and any statute that may be substituted therefor, as from time to time amended;

"**appoint**" includes "elect" and vice versa;

"**articles**" means the articles of the Group as from time to time amended or reinstated;

"**board**" means the board of directors of the Group;

"**by-laws**" means this by-law and all other by-laws of the Group from time to time in force and effect;

"**Group**" means the Group incorporated under the Act and named WINNIPEG FILM GROUP INC.;

"**members**" means the members of the Group from time to time, as admitted in accordance with the provisions hereof;

"**meeting of members**" includes an annual meeting of members and a special meeting of members;

"**recorded address**" means, in the case of a member, that member's address, and email address, if provided by a member, as recorded in the members' register; and in the case of a director, officer, auditor or member of a committee of the board, that member's latest address, and email address, if provided by, as recorded in the records of the Group; and

"**signing officer**" means, in relation to any instrument, any person authorized to sign the same on behalf of the Group by Section 2.05 hereof or by a resolution passed pursuant thereto.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, trusts and unincorporated organizations.

1.02 In all by-laws of the Group, where the context so requires or permits, the singular shall include the plural and the plural the singular; the word 'person' shall include an individual, partnership, corporation, executor, administrator and legal representative, and the masculine shall include the feminine.

ARTICLE II

UNDERTAKING OF THE GROUP

2.01 Undertaking of the Group. The Group shall restrict its undertaking as set out in its articles. All profits or other accretions to the Group shall be used in furthering its undertaking. The board may take such steps as they may deem requisite to enable the Group to receive donations and benefits for the purpose of furthering its undertaking.

2.02 Registered Office. Until changed in accordance with the Act, the registered office of the Group shall be at the City of Winnipeg in the Province of Manitoba and at such location therein as the board may from time to time determine.

2.03 Corporate Seal. The Group may have a corporate seal in the form approved from time to time by the board. If a corporate seal is approved by the board, the Secretary of the Group

shall be the custodian of the corporate seal of the Group.

2.04 Financial Year and Financial Statements. Until changed by the board, the financial year of the Group shall end on the 30th day of June in each year. The board of directors of the Group shall instruct the auditors of the Group to deliver the final audited year-end financial statements of the Group no later than 90 days following the end of each fiscal year of the Group.

2.05 Execution of Instruments. Deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Group by the President and one of either the Secretary or the 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 corporate seal to any instrument requiring the same.

2.06 Financial Arrangements. The financial business of the Group including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, credit unions, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the board. Such financial 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.

2.07 Voting Rights in Other Bodies Corporate. The signing officers of the Group may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Group. Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the officers executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the board may from time to time direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

ARTICLE III

BORROWING, SECURITIES AND INVESTMENTS

3.01 Borrowing Power. Without limiting the borrowing powers of the Group as set forth in the Act, the board may from time to time:

- (a) borrow money upon the credit of the Group;
- (b) issue, reissue, sell or pledge bonds, debentures, notes or other evidence of indebtedness or guarantee of the Group, whether secured or unsecured; and
- (c) mortgage, hypothecate, pledge or otherwise create an interest in or charge upon all or any property (including the undertaking and rights) of the Group, owned or subsequently acquired, by way of mortgage, hypothec, pledge or otherwise, to secure payment of any such evidence of indebtedness or guarantee of the Group.

Nothing in this Section limits or restricts the borrowing of money by the Group on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Group.

3.02 Delegation. The board may from time to time delegate to such one or more of the directors and officers of the Group as may be designated by the board all or any of the powers conferred on the board by Section 3.01 hereof or by the Act to such extent and in such manner as the board shall determine at the time of each such delegation.

3.03 Safe Keeping of Securities. All securities owned by, or belonging to, the Group, shall be lodged (in the name of the Group) with a Chartered Bank or a Trust Company, or in 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 from time to time by the board.

ARTICLE IV

DIRECTORS

4.01 Number of Directors. Number of Directors. The board shall consist of ten (10) directors, of which seven (7) directors shall be elected by the members, and three (3) directors appointed by the directors from time to time to suit the needs of the group. Appointed directors shall represent the group's needs for outside expertise from the community and may consist of lawyers, accountants and other business professionals. Each Appointed Director is appointed for a period of one year from the date of their appointment.

4.02 Qualification. No person shall be qualified for election as a director if that person is less than 18 years of age; if that person is of unsound mind and has been so found by a court in Canada or elsewhere; if that person is not an individual; or if that person has the status of a bankrupt; if that person is an employee of the Group or has contracted directly or indirectly, to provide services to the Group; or if that person has been found guilty in a court of law of any fraud or other crime involving a breach of trust or misappropriation. A majority of the directors shall be residents of Canada.

4.03 Term. Each director shall serve a term of three (3) years from the date of election or appointment, as applicable. A director shall not serve consecutive terms longer than an aggregate six (6) years. The immediate past chair shall be invited to attend meetings of board of directors for up to one year in an advisory role.

4.04 Quorum. The quorum for the transaction of business at any meeting of the board shall consist of a majority of the directors constituting the board from time to time.

4.05 Vacation of Office. A director can cease to hold office (i) when that director fails to attend three (3) meetings of the board of directors of the Group in any twelve (12) month period and can be removed for this failure to attend by a majority vote of the directors or; (ii) upon the decision of no less than a majority vote of the directors constituting the board from time to time, other than the director in question, to remove such director; or (iii) if that director ceases to satisfy the qualifications to act as a director set out in Section 4.02 hereof.

4.06 Vacancies. Any vacancy on the board shall be filled by a director appointed by the directors. A director who fills a vacancy shall serve the balance of the term of the director whose

cessation of office caused the vacancy or at the discretion of the Board to serve a full three-year term from the date of the appointment.

4.07 Action by the Board. The board shall supervise the management of the activity and affairs of the Group, and for greater certainty, and without limiting the generality of the foregoing, the board shall have the power and authority to: (i) authorize receipts, expenditures and borrowing on behalf of the Group from time to time; (ii) employ and establish the salary and terms of employment for the Executive Director of the Group; (iii) carry out any act that furthers the purpose, objectives and aim of the Group; (iv) take steps that it may deem requisite to enable the Group to receive donations and benefits for the purpose of furthering the objects of the Group; and (v) carry out all acts of direction as approved at the annual meeting of the members of the Group, (vi) shall be responsible for an annual comprehensive performance review of the Executive Director which must be conducted with feedback and consultation, via one-on-one meetings and written assessments, by the senior staff of the Winnipeg Film Group or staff members that the staff collectively assign to partake in in the process. Subject to Sections 4.08 and 4.09 hereof, 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.

4.08 Canadian Majority. The board shall not transact business at a meeting unless a majority of the directors present are residents of Canada, except where

- (a) a director who is a resident of Canada and who is unable to be present approves in writing or by telephone or other communications facilities the business transacted at the meeting; and
- (b) a majority of directors who are residents of Canada would have been present had that director been present at the meeting.

4.09 Meetings by Telephone. If all the directors consent, a director may participate in a meeting of the board or of a committee of the board by means of such telephone or other communications facilities as permit all persons participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board held while a director holds office. For greater certainty, asynchronous communication as among the directors by any means shall not constitute a meeting of the directors.

4.10 Place of Meetings. Meetings of the board may be held at any place in Manitoba established by the board from time to time.

4.11 Callings of Meetings. Meetings of the board shall be held from time to time and at such place as may be determined by: (i) the President alone; or (ii) a majority of the directors constituting the board from time to time.

4.12 Notice of Meeting. Notice of the time and place of each meeting of the board shall be given in the manner provided in Section 10.01 hereof to each director not less than three (3) days before the time when the meeting is to be held. For certainty, the setting of regular meetings

in advance in accordance with Section 4.15 hereof shall not require any additional advance notice of meeting provided that the requirements of this Section 4.12 are adhered to. A notice of a meeting of directors 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, including any proposal to:

- (a) submit to the members any question or matter requiring approval of the members;
- (b) fill a vacancy in the office of auditor;
- (c) issue securities;
- (d) approve any annual financial statements; or
- (e) adopt, amend or repeal by-laws.

A director may in any manner waive notice of or otherwise consent to a meeting of the board. The Executive Director of the Group from time to time shall be entitled to notice of and to attend and to be heard at meetings of the board, but shall not be entitled to vote thereat.

4.13 First Meeting of New Board. Provided a quorum of directors is present, the board may without notice hold its first meeting immediately following an annual meeting of members.

4.14 Adjourned Meeting. Notice of an adjourned meeting of the board to be held within forty-eight (48) hours from the time the original meeting is adjourned is not required if the time and place of the adjourned meeting is announced at the original meeting.

4.15 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. No 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.

4.16 Chair. The chair of any meeting of the board shall be the President, or in that director's absence a director who is chosen by the directors present to be chair.

4.17 Votes to Govern. Except where otherwise set out herein, at all meetings of the board every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes the chair of the meetings shall be entitled to a second or casting vote to resolve such equality of votes.

4.18 Conflict of Interest.

(a) Any member of the board shall disclose immediately, through any member of the Executive Committee, any situation of conflict of interest, whereby the individual may be gaining (or be seen to be gaining) direct personal or monetary advantage not available to others.

(b) Individuals deemed to be in a conflict of interest situation shall withdraw from entering into the discussion or voting on the matter in question. As well, such individual is not counted as part of the quorum requirement.

(c) Persons determined by the members of the Group to be in a conflict of interest position shall not be allowed to run for or hold a position on the board.

(d) In addition to the above, any director or officer that has an interest in a material contract or material transaction, whether made or proposed, with the Corporation, and (i) is a party to the contract or transaction; (ii) is a director or an officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or (iii) has a material interest in a party to the contract or transaction, must comply with the restrictions and requirements of Section 141 of the Act.

4.19 No Remuneration. The directors shall not be paid remuneration for their services.

ARTICLE V

COMMITTEES

5.01 Constitution of Committees. The board may, from time to time, constitute such committees as it deems necessary to assist the directors in carrying on the affairs of the Corporation. The executive committee shall be entitled to, without any further authorization of the board, dissolve any committee established by the board, other than: (i) the finance committee; and (ii) the executive committee, if: (A) the executive committee determines that such committee to be dissolved is ineffective or unproductive in achieving its designated purpose; or (B) the executive committee determines that the such committee to be dissolved has been established with a purpose that is inconsistent with the purpose, aims and goals of the Group.

5.02 Membership of Committees. The board may annually or more often appoint such persons as they consider appropriate to be members of the committees and may designate one of the members of each committee as chair thereof.

5.03 Meetings. Except as may be provided by the board, the committees may meet for the transaction of business, adjourn and otherwise regulate their meetings as they think fit provided, however, that a majority of the members of each committee shall constitute a quorum thereof for the transaction of business. Questions arising at any meeting of a committee shall be decided by a majority of votes and in case of an equality of votes the chair of such committee shall have a second or casting vote.

5.04 Executive Committee. The board shall establish, immediately following the annual general meeting of the Members of the Group, an executive committee constituted of: (i) the President; (ii) the Vice-President; (iii) the Secretary; and (iv) the Treasurer, and in no event shall the executive committee be disbanded. The executive committee shall be responsible for: (i) acting as liaison between the board and the Executive Director and the management of matters as arise between them; and (ii) such other matters as the board may delegate to the executive committee from time to time.

5.05 Finance Committee. The board shall establish a finance committee comprised of the executive committee and any such additional members the committee requires for counsel. The finance committee shall be responsible for: (i) coordination with the auditors of the Group from time to time; (ii) review and recommendations relating to draft financial statements prepared by the auditors of the Group; (iii) interpretation of the audited financial statements of the group for the purposes of clarification of the board; and (iv) such other matters as the board may delegate to the finance committee from time to time.

ARTICLE VI

OFFICERS AND EXECUTIVE DIRECTOR

6.01 Appointment. The board may from time to time elect from among their numbers a President, a Vice-President, a Secretary, and a Treasurer. The board may also from time to time appoint such other officers as the board may determine, including one or more assistants to any of the officers so appointed. In order to be qualified for appointment as an officer, an individual must be a director. No one person may hold more than one office at any given time. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate two such officers such powers as it may deem appropriate.

6.02 President. The President shall preside at all meetings of the members, and shall preside at meetings of the directors, and of the executive committee. The President shall be an ex officio member of all committees appointed by the board. The President shall perform such other duties as are incident to the office of President of the Group or as may be required from time to time by the board. Should the office of President become vacant at any time, the board shall, at the next regular meeting of the board, elect a President to fill such vacancy of office.

6.03 Vice-President. The Vice-President shall, in the absence of the President or the President's inability from any cause to act, discharge the duties of the President. Should the office of the President become vacant, the Vice-President shall act until such time as the directors may appoint a successor. The Vice-President shall carry out such duties as the board may assign to that individual. In the event of any vacation of the office of President, the Vice-President shall have the title of "Acting President", with all such powers and obligations of the office of President, until such time as the replacement President has been appointed by the board in accordance with Section 6.02 hereof. If the Vice-President is unable or unwilling to assume the position of Acting President, the board shall hold a meeting for the purpose of electing a President to fill such vacancy.

6.04 Secretary. The Secretary shall attend and be the secretary of all meetings of the board and of the members, and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; that director shall conduct or cause to be conducted the correspondence of the Group; the Secretary shall give or cause to be given, as and when instructed, all notices to members, directors, officers, and auditors; the Secretary shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Group and of all books, papers, records, documents and instruments belonging to the Group, except when some other officer or agent has been appointed for that purpose; and the Secretary shall have such other powers and duties as the board may specify.

6.05 Treasurer. The Treasurer shall be the chair of the finance committee. The Treasurer shall keep or cause to be kept proper accounting records in compliance with the Act. The Treasurer shall keep or cause to be kept a proper set of books showing accurately the financial position of the Group and shall render to the board whenever requested by them an account of all the Treasurer's transactions as Treasurer and of the financial position of the Group, the Treasurer shall have prepared or cause to prepare for submission to the annual meeting of members a set of audited financial statements of the financial position of the Group, and when requested to do so, prepare

or have prepared interim financial statements for submission to any annual meeting or any other general or special meeting of members; and the Treasurer shall have such other powers and duties as the board may specify.

6.06 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.

6.07 Variation of Powers and Duties. The board 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.

6.08 Term of Office. The board, in its discretion, may remove any officer of the Group. Otherwise each officer appointed by the board shall hold office until that officer's successor is appointed.

6.09 Conflict of Interest. An officer shall disclose that officer's interest in any agreement, contract or arrangement or agreement, contract or arrangement with the Group in accordance with Section 4.18 hereof.

6.10 Agents and Attorneys. The board shall have the power from time to time to appoint agents or attorneys for the Group in or outside Canada with such powers of management or otherwise (including the power to subdelegate) as may be thought fit.

6.11 Executive Director. The Executive Director of the Group shall report to the Board through the President, and such position shall be a paid staff position with the Group. The Executive Director shall not be considered an officer of the Group, and the employment or engagement of the Executive Director shall be at the pleasure of the Group, subject to compliance by the Group at all times with applicable employment laws, regulations and code. The Executive Director shall be responsible for the general administration of the Group's office, supervision of employees and staff, support to the board and committees and management and support of public office filings, applications for grants and all other matters relating to the application for and receipt by the Group of public and private receipts. The Executive Director shall be granted the ability to enter into agreements, contracts and negotiations on behalf of the Group and bind the Group to same, provided that the Executive Director shall not have the authority to bind the Group to commitments having a one-time or annual aggregate amount greater than eight thousand (\$8000.00) dollars without first obtaining the consent of the board's executive committee to same. The terms of the employment of the Executive Director, and the scope of the Executive Director's duties and responsibilities shall be further governed by any employment or engagement agreement entered into between the Group and such Executive Director from time to time, and to the extent of any inconsistency between the terms of this Section 6.12 and the terms of the employment or engagement agreement between the Group and the Executive Director, the terms of such employment or engagement agreement shall prevail.

ARTICLE VII

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

7.01 Limitation of Liability. Every director and officer of the Group in exercising such

person's powers and discharging that person's duties shall act honestly and in good faith with a view to the best interests of the Group and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for any loss, damage or expense happening to the Group through the insufficiency or deficiency of title to any property acquired for or on behalf of the Group, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Group 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 moneys, securities or effects of the Group shall be deposited, or for any loss occasioned by any error of judgement or oversight on such person's part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of such person's office 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 thereunder or from liability for any breach thereof.

7.02 Indemnity. Subject to the limitations contained in the Act, the Group shall indemnify a director or officer, a former director or officer, or a person who acts or acted at the Group's request as a director or officer of a body corporate of which the Group is or was a shareholder or creditor, and that person's 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 that person in respect of any civil, criminal or administrative action or proceeding to which that person is made a party by reason of being or having been a director or officer of the Group or such body corporate, if

- (a) such person acted honestly and in good faith with a view to the best interests of the Group; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such person had reasonable grounds for believing that such person's conduct was lawful.

The Group shall also indemnify such person in such other circumstances as the Act permits or requires.

7.03 Insurance. The Group may purchase and maintain insurance for the benefit of any person referred to in Section 7.02 hereof against such liabilities and in such amounts as the board may from time to time determine and are permitted by the Act.

ARTICLE VIII

MEMBERSHIPS

8.01 Admission, Term of Membership and Rights. Membership in the Group shall consist of such individuals as are admitted as members by the board of directors. The board may from time to time prescribe membership fees required to be paid in respect of membership and the period for which such membership shall apply. The payment of the prescribed membership fee shall entitle a member to a one (1) year term of membership. The board may, from time to time, in consideration of the non-monetary contributions of an individual to the Group, waive the membership fee payable by such individual. The Directors may create differing categories of

general membership with differing rights and conditions regarding access to equipment and facilities, and having differing associated membership fees from time to time. The board may from time to time identify individuals who have rendered conspicuous services to the Group in the advancement of its objects, or of its general welfare, or by material contributions to its funds or outstanding services to Manitoba, and may, upon a majority vote of the board, grant honorary membership to such members, which honorary members shall not be required to pay any membership fees, dues or subscriptions, provided that such honorary members shall still be required to pay all other applicable costs in respect of the usage of Group resources, including equipment and space levies.

8.02 Termination of Membership. The interest of a member in the Group is not transferable and lapses and ceases to exist upon the death of a member or when the period of that person's membership expires or when that person ceases to be a member by resignation or otherwise in accordance with these by-laws. A member may resign by resignation in writing which shall be effective upon acceptance thereof by the board of directors.

8.03 Other Cancellation or Suspension of Membership. The board may cancel or suspend the membership of a member by resolution for cause, or in circumstances where a majority of the directors are of the opinion that such cancellation or suspension is in the best interests of the Group. Such member shall receive at least seven (7) days' notice of the meeting of the board at which such resolution is to be considered, together with a statement of the grounds upon which the membership of the member is proposed to be terminated, and such member shall be entitled to appear, either personally or by or with an agent or counsel, to make submissions at the meeting.

ARTICLE IX

MEETINGS OF MEMBERS

9.01 Annual Meetings. Subject to the provisions of the Act, the annual meeting of members shall be held at such time in each year and, subject to Section 9.03 hereof, at such place as the board may from time to time determine, 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. Notwithstanding the foregoing, the annual general meeting of members in any year shall occur no later than fifteen (15) months following the most recent annual meeting of members.

9.02 Special Meetings. Subject to the provisions of the Act, the board shall have the power to call a special meeting of members at any time. Upon the receipt by the board of a notice by at least twelve (12) members requesting a special meeting of members, signed by such members, the board shall call a special meeting of members.

9.03 Place of Meetings. Meetings of members shall be held at the registered office of the Group or elsewhere in the municipality in which the registered office is situate or, if the board shall so determine, at some other place in Manitoba.

9.04 Notice of Meetings. Notice of the time and place of each meeting of members shall be given in the manner provided in Section 10.01 hereof not less than twenty-one (21) nor more than fifty (50) days before the date of the meeting to each director, to the auditor and to each

member who at the close of business on the record date, if any, for notice is entered in the members register. Notice of a meeting of members called for any purpose other than consideration of the financial statements and auditor's report, and reappointment of the incumbent auditor 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 member may in any manner waive notice of or otherwise consent to a meeting of members. Unless a record date is fixed in accordance with section 128 of the Act, no public notice or advertisement of the annual or any other meeting of the members shall be required.

9.05 Chair of Meetings of Members. The chair of any meeting of members shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: the President, or the Vice-President. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chair. If the Secretary of the Group is absent, the chair shall appoint some person, who need not be a member, to act as secretary of the meeting.

9.06 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 Group and others who, although not entitled to vote, are entitled or required under any provisions 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 chair of the meeting or with the consent of the meeting.

9.07 Quorum. A quorum for the transaction of business at any meeting of members shall be ten (10) members present in person. If a quorum is present at the opening of any meeting of members, the members present 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 any meeting of members, the members present may adjourn the meeting to a fixed time and place but may not transact any other business.

9.08 Right to Vote. At any meeting of members, every person shall be entitled to vote who, at the time of the taking of a vote (or, if there is a record date for voting, at the close of business on such record date) is entered in the membership register as a member of one or more classes of membership carrying the right to vote at such meeting. In case of an equality of votes either upon a show of hands or upon a ballot, the chair of the meeting shall be entitled to a second or casting vote.

9.09 Votes to Govern. At any meeting of members 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. In case of an equality of votes either upon a show of hands or upon a poll, the motion shall be lost.

9.10 Proxies. Every member entitled to vote at meetings of members may, by means of a proxy, appoint a proxy holder or one or more alternative proxy holders, who shall be members of the Group, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by the proxy. A proxy shall be executed by the member or by the member's attorney authorized in writing. A proxy is valid only at the meeting in respect of which it is given or any adjournment thereof. A member may revoke a proxy in accordance with the provisions of the Act.

9.11 Deposit of Proxies. The board may specify in a notice calling a meeting of members a time not exceeding forty-eight (48) hours, excluding Saturdays and holidays, preceding the meeting or an adjournment thereof before which time proxies to be used at the meeting must be deposited with the Group or its agent.

9.12 Form of Proxy. An instrument appointing a proxy may be substantially or in such other form as the board may determine from time to time in the following form:

The undersigned member of Winnipeg Film Group Inc. hereby appoints _____ of _____ as the proxy of the undersigned to vote and act for the undersigned on behalf of the undersigned at the meeting of the members of Winnipeg Film Group Inc. to be held on the ___ day of _____, 20___, and at any adjournment thereof.

DATED the ___ day of _____, 20___.

(signature of member)

9.13 Show of Hands. Subject to the provisions of 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 (1) 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 chair 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 members upon the said question.

9.14 Ballots. On any question proposed for consideration at a meeting of members, and whether or not a show of hands has been taken thereon, any member or proxy-holder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chair of the meeting 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 person present and entitled to vote shall have one (1) vote upon the question, and the result of the ballot so taken shall be the decision of the members upon the said question.

9.15 Adjournment. If a meeting of members is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting if the time and place of the adjourned meeting is announced at the original meeting.

9.16 Resolution in Writing. A resolution in writing signed by all the members entitled to vote on that resolution at a meeting of members is as valid as if it had been passed at a meeting of the members unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditors in accordance with the Act.

9.17 Rules of Order. In the case of a question or dispute over procedure to be followed in the conducting of a vote or carrying on the business of a meeting, Robert's Rules of Order shall be followed except where inconsistent with these by-laws.

ARTICLE X

NOTICES

10.01 Method of Giving Notices. Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the regulations thereunder, the articles, the by-laws or otherwise to a member, director, officer, auditor or member of a committee of the board shall be sufficiently given if: (i) delivered personally to the person to whom it is to be given or if delivered to that person's recorded address; (ii) if mailed to that person at that person's recorded address by prepaid ordinary or air mail; (iii) if sent to that person at that person's recorded address by any means of prepaid transmitted or recorded communication; or (iv) if delivered by email to the email address that may have been provided by a member as part of their recorded address. 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 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 Secretary may change or cause to be changed the recorded address of any member, director, officer, auditor or member of a committee of the board in accordance with any information believed by that person to be reliable.

10.02 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.

10.03 Undelivered Notices. If any notice given to a member pursuant to Section 10.01 hereof is returned on three consecutive occasions because that member cannot be found, the Group shall not be required to give any further notices to that member until that member informs the Group in writing of that member's new address.

10.04 Omissions and Errors. 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.

10.05 Waiver of Notice. Any member, 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 that person under any provision 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 members or of the board which may be given in any manner.

ARTICLE XI

DISSOLUTION

11.01 Dissolution. Upon the dissolution or winding up of the Group, all remaining property, after payment of all debts and liabilities of the Group, shall be distributed as provided in its Articles.

ARTICLE XII

EFFECTIVE DATE, AND AMENDMENT

12.01 Effective Date. These by-laws shall come into force when confirmed by an ordinary resolution of the members.

12.02 Amendment, Repeal and Replacement. These by-laws may be amended, repealed and replaced in accordance with the Act.

DATED at the City of Winnipeg, in the Province of Manitoba, this ____ day of _____, 20____.
