

CPAP

Commonwealth Private Ambulance Providers

BY-LAWS

A By-Law relating generally to the conduct of the affairs of:

COMMONWEALTH PRIVATE AMBULANCE PROVIDERS - WE ARE NOT SUBSIDIZED -

BE IT ENACTED as the by-laws of **COMMONWEALTH PRIVATE AMBULANCE PROVIDERS** (hereinafter called the “CPAP”) as follows:

1. INTERPRETATION

1.1 In this By-Law and all other by-laws of the CPAP, unless the context otherwise requires:

“*By-Law*” means these By-Laws, as from time to time amended and every general By-Law substituted therefore as the same consolidates the all or any of the by-laws of the CPAP from time to time.

“*by-law*” mean any by-law, or other rule or regulation with regard to the administration of the affairs of the CPAP from time to time in force;

“*Regulations*” means the CPAP Regulations made herein, and all regulations substituted therefor and, in the case of such substitution, any references in the by-laws of the CPAP to provisions of the Regulations shall be read as references to the provisions substituted therefor in the new regulations;

“*Members*” means any valid member of CPAP

1.2 The word “person” includes individuals, CPAP, bodies corporate, limited liability CPAP, societies with restricted liability, partnerships (whether limited or general), firms, syndicates, joint ventures, trusts, un-incorporated associations, governmental authorities and agencies, and any legal entity or any other association of persons; and the word “individual” means a natural person.

1.3 All terms contained in the by-laws and not specifically defined, shall have the meanings given to such terms or the Regulations, as such terms may be qualified, amended or substituted in the By-Laws. Terms defined elsewhere in this By-Law, unless otherwise indicated, shall have such meaning in every by-law herein.

1.4 Unless the context clearly requires otherwise, the words “hereof” “herein” and “hereunder” and words of similar import, when used in this By-Law, shall refer to this By-Law as a whole and not to any particular by-law provision; wherever the word “include” “includes” or “including” is used in any by-law provision, it shall be deemed to be followed by the words “without limitation” unless clearly indicated otherwise, the Regulations, the Articles.

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1.5 The singular includes the plural and the plural includes the singular; and the masculine gender includes the feminine and neuter genders.

1.6 The division of this By-Law into sections, clauses, articles and paragraphs, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

2. REGISTERED OFFICE

2.1 The registered office of the CPAP shall be at 3303 Airline Blvd Suite 5A Portsmouth VA 23701 and at such address as the directors may fix from time to time by resolution.

3. SEAL

3.1 **COMMON SEAL:** The common seal of the CPAP shall be such as the directors may by resolution from time to time adopt.

3.2.1 **OFFICIAL SEAL:** The CPAP may have one or more official seals. Each official seal must be a facsimile of the common seal of the CPAP, with the addition on its face of every country, district or place where that official seal is to be used.

3.2.2 The CPAP may by an instrument in writing under its common seal, authorise any person (appointed by resolution of directors for that purpose) to affix an official seal of the CPAP to any document to which the CPAP is a party in the country, district or place where that official seal is designated for use.

3.2.3 The person who affixes an official seal of the CPAP to any document shall by writing under his hand, certify on that document the date on which, and the place at which, the official seal is affixed.

4. DIRECTORS

4.1 **NUMBER:** There shall be a minimum of 1 directors and a maximum of 10 directors of the CPAP, representing the widest cross section of interests available.

4.2 **ELECTION:** Directors shall be elected by the membership on a show of hands unless a poll is demanded in which case such election shall be by poll.

4.3 **TENURE:** Unless his tenure is sooner determined, a director shall hold office from the date on which he is elected or appointed until the close of the annual meeting of the membership next following but he shall be eligible for re-election if qualified.

4.3.1 A director shall cease to be a director:

- (a) if he becomes bankrupt or compounds with his creditors or is declared insolvent;

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- (b) if he is found to be of unsound mind; or
- (c) if by notice in writing to the CPAP he resigns his office and any such resignation shall be effective at the time it is sent to the CPAP or at the time specified in the notice, whichever is later.

4.3.2 The members of the CPAP may, by ordinary resolution passed at a special meeting of the members, remove any director from office and a vacancy created by the removal of a director may be filled at the meeting of the members at which the director is removed.

5. POWERS OF DIRECTORS

5.1 **GENERAL:** Subject to a Members Agreement, the business and affairs of the CPAP shall be managed by the directors with the feedback of its membership

5.2 **BORROWING POWERS:** None at this time.

5.2.1 The directors may from time to time by resolution delegate to any officer of CPAP all or any of the powers conferred on the directors by by-law 5.2 hereof to the full extent thereof or such lesser extent as the directors may in any such resolution provide.

5.2.2 The powers conferred by by-law 5.2 hereof shall be in supplement of and not in substitution for any powers to borrow money for the purposes of the CPAP possessed by its directors or officers independently of a borrowing by-law.

5.3 **COMMITTEE OF DIRECTORS:** The directors may appoint from among their number a committee of directors, subject to the By Laws hereof, to be vested with such powers, authorities and discretions as the Board of Directors may from time to time determine.

5.4 **DELEGATION OF POWERS:** The directors may delegate to any director, officer, or committee of directors, any of the powers of the directors except:

- (a) the submission to the members of any question or matter requiring the approval of the members;
- (b) the filling a vacancy among the directors (except a vacancy resulting from an increase in the number or minimum number of directors, or from a failure to elect the minimum number of directors required by the By Laws
- (c) the filling of a vacancy among the directors or in the office of auditor;
- (d) the approval of the financial statements of the CPAP when and if any; and
- (e) the adoption, amendment or repeal of any by-laws of the CPAP.

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6. MEETINGS OF DIRECTORS

6.1 **PLACE OF MEETING:** Meetings of the directors and of any committee of the directors may be held within or outside Virginia but will most often take place in Richmond, or another convenient location for its membership.

6.2 **NOTICE:** A meeting of the directors may be convened at any time by any director or the Secretary, when directed or authorised by any director.

6.2.1 Except for a meeting called for the transaction of the following business:

- (a) the submission to the members of any question or matter requiring the approval of the members;
- (b) the filling of a vacancy among the directors or in the office of auditor;
- (c) the approval of the financial statements of the CPAP when and if any; and
- (d) the adoption, amendment or repeal of any by-laws of the CPAP;

the notice of any such meeting need not specify the purpose of or the business to be transacted at the meeting. Notice of any such meeting shall be served in the manner specified in by-law 18.1 not less than two (2) days (exclusive of the day on which the notice is delivered or sent but inclusive of the day for which notice is given) before the meeting is to take place. A director may in any manner waive notice of a meeting of the directors and attendance of a director at a meeting of the directors shall constitute a waiver of notice of the meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

6.2.2 It shall not be necessary to give notice of a meeting of the directors to a newly elected or appointed director for a meeting held immediately following the election of directors by the members or the appointment to fill a vacancy among the directors.

6.3 **QUORUM:** Subject to this by-law 6.3, the majority of directors then in office shall form a quorum for the transaction of business and a quorum may exercise all the powers of the directors. No business shall be transacted at a meeting of directors unless a quorum is present. If a quorum is present at the opening of any meeting of the directors, the directors may proceed with the business of the meeting notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within thirty (30) minutes of the time fixed for a meeting of directors, the directors shall not transact any business, but shall adjourn the meeting to a date not less than five (5) days after the date of the originally scheduled meeting. At any such adjourned meeting, a majority of the directors shall form a quorum for the transaction of business and, notwithstanding any vacancy among the directors, may exercise all the powers of the directors at such adjourned meeting.

6.4 A meeting of directors or of any committee of the directors may be held by means of telephone or other communications facility that permits 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

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present at that meeting. A meeting of directors or of any committee of the directors held by means of telephone or other communications facility that permits all persons participating in the meeting to hear each other, shall be deemed to be held at the place where the chairman of the meeting is located.

6.5 VOTING: Questions arising at any meeting of the directors shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting, in addition to his original vote, shall not have a second or casting vote.

6.6 ALTERNATE DIRECTOR: In addition to the power vested in the members a director may by written notice to the CPAP appoint any person to be his alternate to act in his place at meetings of the directors at which he is not present or by the by-laws deemed not to be present. A duly certified copy of the document whereby any such appointment is made shall be filed with the CPAP before any such individual acts as alternate as aforesaid. A director may at any time by written notice to the CPAP revoke the appointment of an alternate appointed by him.

6.6.1 Except for an alternate who is a director of the CPAP, every appointment of an alternate shall be confirmed by the meeting of the Board of Directors for which he is appointed. Valid confirmation at the meeting of the Board of Directors shall be given, provided that no director then present records his objection to appointment of such person as an alternate. In the event that any directors present at any meeting records his objection to the appointment of a person appointed as the alternate of a director, the Chairman of the meeting, shall adjourn the meeting for a period of not less than two (2) days. The Secretary shall immediately thereupon give notice of the objection to the director who appointed the alternate.

6.6.2 Every alternate appointed under by-law 6.6 shall be entitled to attend and vote at meetings at which the person who appointed him is not present or deemed to be present and, if he is a director, to have a separate vote on behalf of the director he is representing in addition to his own vote.

6.7 CORPORATE REPRESENTATIVE: A person who is a director of the CPAP but who is not an individual, shall by such procedure as may be appropriate for the management of the business and affairs of such person appoint an individual to act as such person's representative as a director of the CPAP with power to exercise all of the powers of a director of the CPAP. The person appointing any such individual shall remain fully liable as a director of the CPAP notwithstanding any such appointment. A duly certified copy of the resolution or document whereby any such appointment is made shall be filed with the CPAP before any such individual acts as representative as aforesaid. Any person appointing an individual under the provisions of this by-law may from time to time revoke the appointment of any such individual and appoint another in his place or stead.

6.8 RESOLUTION IN LIEU OF MEETING: Notwithstanding any of the foregoing provisions of this by-law a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or any committee of the directors is valid as if passed at a meeting of the directors or any committee of the directors.

7. REMUNERATION OF DIRECTORS

7.1 The remuneration to be paid to any of the directors shall zero dollars.

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8. APPROVAL OF TRANSACTIONS BY MEMBERS

8.1.1 The directors in their discretion may submit any contract, act or transaction for approval or ratification at any annual meeting of the members or at any special meeting of the members called for the purpose of considering the same.

8.1.2 Where a director votes in a resolution of directors approving, ratifying or confirming any contract, act or transaction, in which that director is a party, or a director or officer or has a material interest in any body which is a party (an “Interested Director”), other than:

- (a) an arrangement by way of security for money loaned to, or obligations undertaken by the director for the benefit of the CPAP or an affiliate of the CPAP;
- (b) is a contract that relates primarily to his remuneration as a director, officer, employee or agent of the CPAP or affiliate of the CPAP;
- (c) a contract with an affiliate of the CPAP;

the approval, confirmation or ratification of the directors must be approved by special resolution of the members, to whom notice of the nature and extent of the director’s interests in the contract must be declared and disclosed in reasonable detail.

8.1.3 Except for a contract, act or transaction referred to in section 8.1.1 of the by-laws, any such contract, act or transaction that is approved or ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the CPAP’s articles or any other by-law) shall be as valid and as binding upon the CPAP and upon all the members as though it had been approved, ratified or confirmed by every member of the CPAP.

8.2 Notwithstanding any contrary provision in the Members Agreement of any kind, a special resolution of the members of the CPAP shall be required to cause or permit the CPAP to do any of the following actions:

- (a) to amend the Articles;
- (b) to amalgamate the CPAP;
- (c) to enter into any merger or consolidation or any other manner of reorganisation; and
- (d) to sell, lease or exchange all or substantially all of the assets of the CPAP, (other than in the ordinary course of business of the CPAP).

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9. LIMITATION OF LIABILITY OF DIRECTORS AND OFFICERS

9.1 No director or officer of the CPAP shall be liable to the CPAP for:-

- (a) the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity;
- (b) any loss, damage or expense incurred by the CPAP through the insufficiency or deficiency of title to any property acquired by the CPAP or for or on behalf of the CPAP;
- (c) the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the CPAP shall be placed out or invested;
- (d) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, including any person with whom any moneys, securities or effects shall be lodged or deposited;
- (e) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the CPAP; or
- (f) any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto;

unless the same happens by or through his failure to exercise the powers and to discharge the duties of his office honestly and in good faith with a view to the best interests of the CPAP and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

9.2 Nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Regulations or relieve him from liability for a breach thereof.

9.2.1 The directors for the time being of the CPAP 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 of or on behalf of the CPAP, except such as are submitted to and authorised or approved by the directors.

9.2.2 If any director or officer of the CPAP is employed by or performs services for the CPAP otherwise than as a director or officer or is a member of a firm or a member, director or officer of a body corporate which is employed by or performs services for the CPAP, the fact of his being a member, director or officer of the CPAP 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.

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10. INDEMNITIES TO DIRECTORS AND OFFICERS

10.1 Except in respect of an action by or on behalf of the CPAP to obtain a judgement in its favour, the CPAP shall indemnify a director or officer of the CPAP; a former director or officer of the CPAP; a person who acts or acted at the CPAP's request as a director or officer of a body corporate of which the CPAP is or was a member or creditor; and the personal representatives of each; against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of such CPAP, provided that:

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

10.2 With the approval of the court, in respect of an action by or on behalf of the CPAP to obtain a judgement in its favour, the CPAP shall indemnify a director or officer of the CPAP; a former director or officer of the CPAP; a person who acts or acted at the CPAP's request as a director or officer of a body corporate of which the CPAP is or was a member or creditor; and the personal representatives of each; to which such person is made a party by reason of being or having been a director of the CPAP or body corporate, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by him in respect of any action or proceeding, provided that:

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

10.3 The CPAP shall indemnify a director or officer of the CPAP; a former director or officer of the CPAP; a person who acts or acted at the CPAP's request as a director or officer of a body corporate of which the CPAP is or was a member or creditor; and the personal representatives of each; to which such person is made a party by reason of being or having been a director of the CPAP or body corporate, against all costs, charges and expenses, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of such CPAP, provided that:

- (a) he was substantially successful on the merits in his defence of the action or proceeding;
- (b) he acted honestly and in good faith with a view to the best interests of the CPAP; and

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(c) he is fairly and reasonably entitled to an indemnity.

10.4 The CPAP may insure or obtain third-party insurance for the benefit of a director or officer of the CPAP; a former director or officer of the CPAP; a person who acts or acted at the CPAP's request as a director or officer of a body corporate of which the CPAP is or was a member or creditor; and the personal representatives of each, against any liability incurred by him in his capacity of a director or officer of the CPAP for failure to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

11. OFFICERS

11.1 **APPOINTMENT:** The directors shall as often as may be required appoint a Secretary and, if deemed advisable, may as often as may be required designate any other offices and appoint officers of the CPAP, who shall have such authority and shall perform such duties as may from time to time be prescribed by the directors. Two or more offices may be held by the same person.

11.2 **REMUNERATION:** The remuneration of all officers appointed by the directors shall be determined from time to time by resolution of the directors. The fact that any officer or employee is a director or member of the CPAP shall not disqualify him from receiving such remuneration as may be determined.

11.3 **POWERS AND DUTIES:** All officers shall sign such contracts, documents or instruments in writing as require their respective signatures and shall respectively have and perform all powers and duties incident to their respective offices and such other powers and duties respectively as may from time to time be assigned to them by the directors.

11.4 **DELEGATION:** In case of the absence or inability to act of any officer of the CPAP, or for any other reason that the directors may deem sufficient the directors may delegate all or any of the powers of such officer to any other officer or to any director.

11.5 **SECRETARY:** The Secretary shall give or cause to be given notices for all meetings of the directors, any committee of the directors and the members when directed to do so and shall have charge of the minute books and seal of the CPAP and of the records (other than accounting records)

11.6 **ASSISTANT SECRETARY:** If appointed, an Assistant Secretary or, if more than one, the Assistant Secretaries, shall respectively perform all the duties of the Secretary, in the absence or inability or refusal to act of the Secretary.

11.7 **VACANCIES:** If the office of any officer of the CPAP becomes vacant by reason of death, resignation, disqualification or otherwise, the directors by resolution shall, in the case of the Secretary, and may, in the case of any other office, appoint a person to fill such vacancy.

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12. MEMBERS' MEETINGS

12.1 ANNUAL MEETING: The annual meeting of the members shall be held on such day in each year and at such time as the directors may by resolution determine at any place within Virginia or, if all the members entitled to vote at such meeting so agree, outside Virginia (at the AAA annual conf for example).

12.1.1 A member entitled to vote at the annual meeting shall be deemed to agree to the convening of the annual meeting of the CPAP outside of Virginia, at the place specified in the notice of such annual meeting, unless such member delivers prior to or at the annual meeting its dissent to such meeting, attends the meeting for the express purpose of objecting to the transaction of business at that annual meeting on the grounds that such meeting is not lawfully held.

12.2 SPECIAL MEETINGS: Special meetings of the members may be convened at any date and time and at any place within Virginia.

12.3 For the purposes of by-law 12.2, a member entitled to vote at any special meeting shall be deemed to agree to the convening of the special meeting of the CPAP outside of Virginia, at the place specified in the notice of such special meeting, unless such member delivers prior to or at the annual meeting its dissent to such meeting, attends the meeting for the express purpose of objecting to the transaction of business at that special meeting on the grounds that such meeting is not lawfully held.

12.4 REQUISITIONED MEETINGS: The directors shall, on the requisition of the holders of not less than five percent of the issued shares of the CPAP that carry a right to vote at the meeting requisitioned, forthwith convene a meeting of members, and in the case of such requisition the following provisions shall have effect:-

- (a) the requisition must state the purposes of the meeting and must be signed by the requisitionists and deposited at the Registered Office, and may consist of several documents in like form each signed by one or more of the requisitionists;
- (b) if the directors do not, within twenty-one (21) days from the date of the requisition being so deposited, proceed to convene a meeting, the requisitionists or any of them may themselves convene the meeting, but any meeting so convened shall not be held after three (3) months from the date of such deposit;
- (c) the directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required fourteen (14) days from the deposit of the requisition;
- (d) any meeting convened under this by-law by the requisitionists shall be called as nearly as possible in the manner in which meetings are to be called

12.4 NOTICE: A printed, written or typewritten notice stating the day, hour and place of meeting shall be given by serving such notice on each member entitled to vote at such meeting,

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on each director and on the auditor of the CPAP in the manner specified in by-law 18.1 hereof, not less than twenty-one (21) days or more than fifty (50) days (in each case exclusive of the day for which the notice is delivered or sent and of the day for which notice is given) before the date of the meeting. Notice of a meeting at which special business is to be transacted shall state (a) the nature of that business in sufficient detail to permit the member to form a reasoned judgement thereon, and (b) the text of any special resolution to be submitted to the meeting.

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

12.6 OMISSION OF NOTICE: The accidental omission to give notice of any meeting or any irregularity in the notice of any meeting or the non-receipt of any notice by any member, director or the auditor of the CPAP shall not invalidate any resolution passed or any proceedings taken at any meeting of the members.

12.7 VOTES: Every question submitted to any meeting of members shall be decided in the first instance by a show of hands unless a person entitled to vote at the meeting has demanded a poll.

12.7.1 At every meeting at which he is entitled to vote, every member, proxy holder or individual authorised to represent a member who is present in person shall have one vote on a show of hands. Upon a poll at which he is entitled to vote, every member, proxy holder or individual authorised to represent a member shall, subject to the articles, have one vote for every share held by the member.

12.7.2 At any meeting unless a poll is demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

12.7.3 When the Managing Director is absent, the persons who are present and entitled to vote shall choose another director as chairman of the meeting; but if no director is present or all the directors present decline to take the chair, the persons who are present and entitled to vote shall choose one of their number to be chairman.

12.7.4 A poll, either before or after vote by a show of hands may, be demanded by any person entitled to vote at the meeting. If at any meeting a poll is demanded on the election of a chairman or on the question of adjournment it shall be taken forthwith without adjournment. If at any meeting a poll is demanded on any other question or as to the election of directors, the vote shall be taken by poll in such manner and either at once, later in the meeting or after adjournment as the chairman of the meeting directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. A demand for a poll may be withdrawn.

12.7.5 If two (2) or more persons hold shares jointly, one of those holders present at a meeting of members may, in the absence of the other, vote the shares; but if two (2) or more of those persons who are present, in person or by proxy vote, they must vote as one on the shares jointly held by them.

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12.8 **CORPORATE REPRESENTATIVE:** A body corporate or association which is a member of the CPAP, may be represented at any annual or special general meeting of the CPAP, by an individual who in his capacity as a director or officer of that body corporate or association is authorised under its governing instruments to represent that body corporate or association or by an individual authorised by a resolution of the directors or governing body of that body corporate or association to represent it at meetings of members of the CPAP.

12.9 **PROXIES:** Votes at meetings of members may be given either personally (in the case of a body corporate or association by an individual described in by-law 12.8) or by proxy.

12.9.1 A proxy shall be executed by the member or his attorney authorised in writing and is valid only at the meeting in respect of which it is given or any adjournment thereof.

12.9.2 A person appointed by proxy need not be a member.

12.9.3 Subject to the provisions of Part V of the Regulations, a proxy may be in the following form:

*The undersigned member of CPAP hereby appoints
of
or failing him
of
as the nominee of the undersigned to attend and act for the undersigned
and on behalf of the undersigned at the meeting of the members of the said
CPAP to be held on [_____] and at any adjournment or adjournments
thereof in the same manner, to the same extent and with the same powers as
if the undersigned were present at the said meeting or such adjournment or
adjournments thereof*

DATED this day of 20 .

Signature of Member

12.10 **ADJOURNMENT:** The chairman of any meeting may with the consent of the meeting adjourn the same from time to time to a fixed time and place and no notice of such adjournment need be given to the members unless the meeting is adjourned by one or more adjournments for an aggregate of thirty (30) days or more in which case notice of the adjourned meeting shall be given as for an original meeting. Any business that might have been brought before or dealt with at the original meeting in accordance with the notice calling the same may be brought before or dealt with at any adjourned meeting for which no notice is required.

12.11 **QUORUM:** except in the case of a CPAP having only one member a quorum for the transaction of business at any meeting of the members shall be two persons present in person, each being either a member entitled to vote thereat, or a duly appointed proxy holder or representative of a member so entitled. If a quorum is present at the opening of any meeting of the members, the members present or represented may proceed with the business of the meeting

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notwithstanding a quorum is not present throughout the meeting. If a quorum is not present within thirty (30) minutes of the time fixed for a meeting of members, the persons present and entitled to vote may adjourn the meeting to a fixed time and place but may not transact any other business.

12.12 RESOLUTION IN LIEU OF MEETING: Notwithstanding any of the foregoing provisions of this by-law a resolution in writing signed by all the members entitled to vote on that resolution at a meeting of the members is, as valid as if it had been passed at a meeting of the members.

13. VOTING IN CPAP

13.1 All members get one vote. Voting rights in any other body corporate that are held from time to time by the CPAP may be voted at any and all meetings of members, of such other body corporate and in such manner and by such person or persons as the directors of the CPAP shall by resolution from time to time determine. The officers of the CPAP may for and on behalf of the CPAP from time to time:

- (a) execute and deliver proxies; and
- (b) arrange for the issuance of voting certificates or other evidence of the right to vote;

in such names as the directors by resolution determine, without the necessity of any further action by the directors.

14. INFORMATION AVAILABLE TO MEMBERS

14.1 All information related to CPAP activities is and should be available to all members.

15. NOTICES

15.1 METHOD OF GIVING NOTICE: The same for all members

15.2 WAIVER OF NOTICE: Notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

16 SIGNATURE OF NOTICES: The signature of any director or officer of the CPAP to any notice or document to be given by the CPAP may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

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17 **COMPUTATION OF TIME:** Where a notice extending over a number of days or other period is required under any provisions of the Articles or the by-laws the day of sending the notice shall, unless it is otherwise provided, be counted in such number of days or other period.

18. **FINANCIAL/OPERATING YEAR**

18.1 The directors may from time to time by resolution establish the financial year of the CPAP.

19. **CONSTRUCTION OF BY-LAWS**

19.1 These by-laws shall be the complete rules and regulations for the purpose of regulating the business of the CPAP in accordance with the provisions of the Regulations.

19.2 These by-laws are subject to the Articles if any, and are to be read and construed to the fullest extent possible in a manner consistent with the Articles; and to give effect to all duties, rights and obligations prescribed in Articles/By Laws.

20. **AMENDMENT OF BY-LAWS**

20.1 This By-Law may be amended, varied, modified repealed or replaced only by special resolution of the members.

24.2 this By-Law may be restated, and further by-laws may be enacted by resolution of the Board of Directors; provided that such restatement, or the terms of such further by-laws (the "Permitted Amendment") is submitted to the members of the CPAP for ratification and approval by ordinary resolution at the next annual or special meeting of the CPAP.

ENACTED this 26th day of June, 2008

CPAP

Commonwealth Private Ambulance Providers - CPAP

ENACTED this 26th day of June, 2008

CORPORATE
SEAL



Chairman – Mike Franks

Secretary – Chris Martin

Vice Chairman – Randy Breton

Director – Steve Higgins

Director – Connie Pigg

Director – Tim Apple

Director – Mike Sponaugle