Articles of Association Change Non-Profit Company - Proof of Filing

Alberta Amendment Date: 2018/04/19

The Articles of Association is amended as of 2018/04/19

Service Request Number:	29350294
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Legal Entity Name:	THE NAVY LEAGUE OF CANADA, ALBERTA DIVISION
Legal Entity Status:	Active
Non-Profit Company Type:	Non-Profit Private Company

Annual Return

File Year	Date Filed
2017	2017/10/18
2016	2017/01/13
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Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Annual Return Form	10000199000309240	1999/11/19
Special Resolution	10000399000602496	1999/11/19
Articles of Association	10000199000602497	1999/11/19
Annual Return Form	10000800000377654	2000/10/16
Annual Return Form	10000101000310096	2002/02/20
Annual Return Form	10000604100212307	2004/12/13
Annual Return Form	10000404100212308	2004/12/13
Annual Return Form	10000204100212309	2004/12/13
Annual Return Form	10000205101340942	2005/12/21
List of Officers/Shareholder	10000406102358963	2007/02/22
Annual Return Form	10000806102358961	2007/02/22
Annual Return Form	10000307103418348	2007/11/14

THE NAVY LEAGUE OF CANADA, ALBERTA DIVISION

(THE "COMPANY")

CORPORATE ACCESS NUMBER 512284324

Certified Copy of the
Special Resolution of the Members of the Company
Passed Pursuant to the Provisions of the *Companies Act* of Alberta

Repeal and Adoption of Articles of Association

I, Jocelyn Park, President of the Company, hereby certify that the following special resolution was passed at a meeting of the Members of The Navy League of Canada, Alberta Division on Saturday, October 1, 2016:

1. The existing Articles of Association be and are hereby repealed and replaced by the attached Articles of Association.

DATED the 15th day of April, 2018.

Jocelyn Park

Jocelyn Park

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CORPORATE REGISTRY

FILED 110
APR 19 2018
Registrar of Corporations
Province of Alberta

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Registrar of Corporations
Province of Alberta

ARTICLES OF ASSOCIATION

OF

THE NAVY LEAGUE OF CANADA, ALBERTA DIVISION

(THE "COMPANY")

SECTION 1 – TABLE "A"

1.1 The Regulations contained in Table "A" in the First Schedule of the *Companies Act* (the "Act") are hereby excluded and do not apply to the Company.

SECTION 2 – INTERPRETATION

2.1 **Definitions**

(a) "Annual General Meeting" and "AGM" means a yearly scheduled meeting of the Members in good standing;

(b) "Branch" and "Branches" means those territorial entities of The Navy League of Canada, whether duly incorporated or not, that operate within the territory governed by the Company and duly authorized by the Company and by The Navy League of Canada;

(c) "Company" means The Navy League of Canada, Alberta Division;

(d) "*Companies Act*" (Alberta) (the "Act") means the *Companies Act* of the Province of Alberta, from the time being in force and effect;

(e) "Directors", "Board" and "Board of Directors" means the directors of the Company for the time being;

(f) "Executive" means the President, the Vice-President, the Treasurer and the Secretary;

(g) "Executive Committee" means the Committee comprised of the President, the Vice-President, the Treasurer and the Secretary;

(h) "Member" and "Members" means a Member in good standing duly entered in the Register of Members;

(i) "National" means The Navy League of Canada, a Corporation incorporated pursuant to the *Canada Not-For-Profit Act*;

(j) "Officer" means Directors who have been assigned with specific duties and responsibilities to carry out;

(k) "Ordinary Resolution" means a resolution of the Company which:

(i) is approved at a meeting of the Company, for which not less than ten (10) days' written notice has been provided, by a simple majority vote and which is otherwise NOT a Special Resolution; or

(ii) is consented to in writing by a simple majority of the votes of the Members in good standing who would have been entities at a general meeting to vote on the resolution in person;

(l) "Quorum" means, for the transaction of business at an AGM shall be thirty-four (34) percent of the persons entitled to vote at the AGM and, for the transaction of business at a Special Meeting shall be fifty (50%) percent plus one (1) of the persons entitled to vote at such Special Meeting;

(m) "Register of Members" means the Register of Members to be kept by the Company as required by the Act;

(n) "Registered Office" means the registered office of the Company for the time being;

(o) "Special Resolution" means:

(i) a resolution passed

(aa) at a general meeting of which not less than 21 days' notice specifying the intention to propose the resolution has been duly given; and

(bb) by a majority of not less than 67% of the votes of those Members who, if entitled to do so, vote in person;

(ii) a resolution proposed and passed as a Special Resolution at a general meeting of which less than 21 days' notice has been given, if all of the Members entitled to attend and vote at that general meeting so agree; or

(iii) a resolution consented in to writing by all the Members who would have been entitled at a general meeting to vote on the resolution in person; and

(p) "Writing" and "written" includes printing, typewriting, lithographing and other modes or representing or reproducing words in visible form which, without restricting the generality of the foregoing shall include, facsimile transmission or electronic mail.

2.2 **Interpretation**

Words and expressions defined in the Act have the same meanings when used in the Articles. Words importing the singular number include the plural number and vice versa, words importing gender include the masculine and feminine genders as required by the context. These Articles must be interpreted broadly and generously.

2.3 **Headings**

The headings and indices used in the Articles are inserted for convenience of reference only and do not affect the interpretation of the Articles or any part thereof.

2.4 Authority

The Navy League of Canada, Alberta Division is a Company incorporated pursuant to the Act, duly authorized to carry out the work of the Navy League of Canada, subject only to the Act, the Memorandum of Association, the Articles of Association and the powers of the Directors of National.

2.5 Severability

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

2.6 Amendment or Repeal

Subject to the provisions of the Act and to approval by National Directors, these Articles may be amended or repealed by Special Resolution.

SECTION 3 –MEMBERS

3.1 Pursuant to the Articles, there shall be one (1) class of Membership in the Company, namely, Branches.

3.2 Each Branch shall be entitled to appoint one (1) member of the Branch to be a Member of the Company. The names of such persons so appointed shall be given to the Secretary at the opening of each AGM. The Members so appointed shall become Members of the Company at the AGM at which their names were submitted and shall continue to be Members of the Company until the next AGM.

3.3 Every Member shall uphold the Articles of the Company.

3.4 An annual fee shall be determined by the Board of Directors of the Company from time to time. Upon payment of such annual fee, each Member in good standing shall be entitled to participate in the programs and activities of the Company. Members of the Company are not members of National and are, therefore, not entitled to any membership rights as set out in National's By-Laws. No annual fee shall be refunded to any Member whose membership terminates for any reason.

3.5 A person shall cease to be a Member of the Company:

- (a) by delivering his resignation in writing to the Secretary of the Company or by mailing or delivering it to the address of the Company;
- (b) on being expelled;
- (c) on dissolution of Branch; or
- (d) on having been a Member not in good standing for non-payment of membership dues or any other annual fee as determined by the Board of Directors from time to time.

3.6 All Members in good standing of the Company shall be entitled to attend at and be heard at all meetings of the Board upon invitation and/or by request, provided that such entitlement shall in no manner restrict or abrogate the Board's power and authority to decide all matters before it.

3.7 Suspension of Members

The Executive Committee and/or the National Executive Committee may suspend a Member for a period of no longer than sixty (60) days (the "Suspension Period") for any cause or reason considered just or for activities considered prejudicial to the Company and/or National or the By-Laws of the Branch, the Articles of Association of the Company or the National By-Laws. During such Suspension Period, an investigation will be ordered as directed by the President and/or the President of National. Should such investigation determine that the reasons for any such suspension are of a nature that warrant further suspension, such determination and reasons shall be forwarded to the Board and to the National Board, as deemed appropriate.

Either the National Board or the Company's Board, by ordinary resolution, may extend a Suspension Period for up to a further ninety (90) days, provided that no Suspension Period shall be for longer than one hundred fifty (150) days (the "Maximum Suspension") unless otherwise determined by the National Board.

Should it be determined that the reasons for a suspension are of a nature that warrant a Suspension Period beyond the Maximum Suspension, such determination and the reasons therefor shall be forwarded to the National Board for further consideration and final decision. A Member who is suspended has the right to redress of such suspension to the Company and the National Board with the decision of the National Board being final. A redress request must be submitted within fourteen (14) days of the date of such suspension.

3.8 Termination of Members

A Member may be terminated upon a majority vote of the Board of Directors of the Company for cause, including, but not limited to:

(a) failure to abide by the Articles of Association and/or Rules of the Company, the By-Laws of a Branch and/or the National By-Laws;

(b) failure to support the activities, purposes or objectives of the Company, a Branch and/or National;

(c) engaging in conduct that the Company's Executive Committee, the Executive Committee of a Branch and/or National's Executive Committee determines is illegal, immoral or otherwise detrimental to the maintenance of the standards, the operations and/or the reputation of the Company, Branch or National.

Should it be determined that the reasons for a termination are of a nature that warrant termination, such determination and the reasons for such termination shall be forwarded to the National Board for further consideration and final decision. A Member who is terminated has the right to redress of such termination to the National Board with the decision of the National Board being final. A redress request must be submitted within fourteen (14) days of the date of such suspension.

3.9 If any Member is in arrears for annual fees for any year, such Member shall be automatically suspended at the expiration of three (3) months from after such annual fees become due and payable and shall thereafter be entitled to no membership privileges or powers in the Company until reinstated.

3.10 All Members in good standing of the Company shall be entitled to attend at and be heard at all meetings of the Board upon invitation and/or by request, provided that such entitlement shall in no manner restrict or abrogate the Board's power and authority to decide all matters before it.

3.11 All membership privileges will cease immediately upon a Member ceasing to be a Member in good standing. A Member ceasing to be a Member in good standing shall immediately surrender all property of the Company including, but not limited to any screening card issued to them.

SECTION 4 – BOARD OF DIRECTORS

Election of Directors

4.1 Until otherwise determined by a general meeting, the Board shall consist of not less than four (4) and not more than ten (10) Members in good standing. The Membership shall elect the Members to the Board of Directors each year at the AGM. Unless otherwise approved by either the Board of Directors or National, each Director must have served for a period of not less than one (1) year with the Company and three (3) years as an individual member at a Branch immediately prior to being elected. Directors shall hold office for a term of one (1) year. Upon election, the Directors shall assume the duties of the Board and hold office for a term of one (1) year when their successors shall be elected at the AGM upon expiration of such term. The Directors of the Company must have attended 80% of the Board of Directors Meetings throughout the year unless otherwise excused or agreed upon by a majority of the Board.

4.2 A retiring Director shall be eligible for re-election.

4.3 If at any meeting at which an election of Directors ought to take place, the offices of the vacating Directors are not filled up, the vacancy may be filled by appointment by the Board of Directors for the duration of the term or until the next AGM, provided however, that the Directors being re-elected in this manner have consented to such re-election.

4.4 The number of Directors may by ordinary resolution be increased or reduced from time to time.

4.5 Any casual vacancy occurring in the Board shall be filled promptly by the Directors provided however, that the minimum number of Directors shall not be less than four (4) at any time.

4.6 Each Director shall be a Member in good standing of the Company entitled to vote.

4.7 The office of a Director shall be automatically vacated if:

(a) the Director resigns his or her office by delivering his or her written resignation to the Secretary of the Company;

(b) the Director has failed to attend three (3) consecutive Board Meetings and the Directors of the Company have served that Director with written notice of that fact, unless such failure is excused by the Board at the next meeting thereafter;

(c) the Director becomes bankrupt;

(d) the Director is found to be of unsound mind; or

(e) the Director dies.

4.8 A Director may be expelled upon a majority vote of the Board of Directors of the Company for any cause which the Board may deem reasonable as determined by a majority vote at a Meeting of the Board of Directors. The Director shall receive written notice of the Board's intention to deal with whether the Director should be expelled. The written notice shall be sent by registered mail to the last known address, or last form of preferred contact, shown in the records of the Company at least two (2) weeks in advance of the meeting and shall state the reasons why expulsion is being considered. The Director will have the opportunity to appear before the meeting to address the matter of his/her expulsion and will be allowed to have another person accompany them. The Board of Directors will determine how the matter of the expulsion shall be dealt with and may limit the time given the Director to address the Board or the Membership. The Board of Directors may exclude the Director from its discussion of the matter, including the deciding vote. The decision of the Board is final.

4.9 In case of any disagreement as to whether a particular office of Director has been vacated, pursuant to the above provisions, the issue shall be conclusively determined by a simple majority vote of the Board, excluding the Director in question. If necessary, the Chairperson shall have a casting vote.

Remuneration

4.10 Directors of the Company shall not be entitled to remunerations for acting in their capacity as Directors and no Director shall, directly or indirectly, receive any profit from his or her position as such.

Proceedings of the Directors

4.11 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairperson shall have a casting vote. A Director may, and the Secretary on the request of a Director shall, at any time summon a meeting of the Directors.

4.12 A meeting of the Board may be held at any time or place, to be determined by the Board, and may be summoned on twenty-four (24) hours' notice, verbally or in writing, and whether by means of telephone or any other means of communication.

4.13 A Director may participate in a meeting of the Board or a committee of the Board by means of such telephone or other communication facilities as permit all persons participating in the meeting to hear each other and a Director participating in such meeting by such means is deemed to be present at the meeting.

4.14 The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed, shall be a majority of the Board. Notwithstanding the foregoing, if there are less than a majority by operation of any provision of Section 4.7 of these Articles or by the resignation of any Director, quorum shall consist of the remaining Members and replacing Directors pursuant to Section 4.5 of these Articles.

4.15 The Board may delegate any of their powers to committees consisting of such Member in good standing or members of the Board as they deem fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Board.

4.16 All acts done at any meeting of the Directors or of a committee of Directors, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

4.17 A resolution consented to in writing by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Board duly called and constituted and shall be entered in the Minute Book of the Company accordingly and shall be held to relate back to any date therein stated to be the effective date thereof.

4.18 A Director may participate in a Board meeting or in a committee of Directors by means of telephone or other communication facilities that permit all Directors participating in the meeting to hear each other. A Director participating in a meeting by those means is deemed to be present at the meeting.

Liability and Indemnification of Directors

4.19 Every Director of the Company shall be deemed to have assumed office on the express understanding and agreement and condition that every Director and Officer of the Company shall from time to time and at all times be indemnified and saved harmless out of the funds of the Company from and against all costs, charges and expenses whatsoever which such Director or Officer sustains or incurs in or about any action, suit or proceeding which is brought, commenced or prosecuted against him for and in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or any other Director or Officer in or about the execution of the duties of his or their office, and also from and against all other costs, charges and expenses which he sustains or incurs in or about or in relation to the affairs thereof, except such costs, charges or expenses as are occasioned by his own willful neglect or default.

In exercising his powers and discharging his duties, each Director and Officer shall act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject thereto, no Director or Officer shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer or other individual acting in a similar capacity, or for joining in any receipt or other act for conformity, or for any loss, damage or expense to the Company arising from the insufficiency or deficiency of any security in or upon which any of the moneys of the Company are invested, or for any loss, damage or expense arising from the bankruptcy, insolvency, act or omission of any person, firm or corporation with whom or which any monies or securities of the Company are deposited, or for any loss, damage or expense occasioned by any error of judgment or oversight on such Director's or Officer's part, or for any other loss, damage or expense related to the performance or non-performance of the duties of his or her respective office or in relation thereto unless the same shall happen by or through his or her own wrongful and/or willful act or through his or her own wrongful and/or willful neglect or default.

Powers and Duties of Directors

4.20 The Directors may exercise all such powers and do all such acts and things as the Company may exercise and do.

4.21 The Board may delegate any of their powers to a committee or committees consisting of one or more of their body as they may see fit. Any committee formed shall, in the exercise of the power so delegated, conform to any regulations that may be imposed upon them by the Board and any statutory requirements in effect at the time. The Board may terminate such appointment and/or delegation of powers at their pleasure.

4.22 The Board and any committees shall duly comply with the provisions of the Act, or any statutory modification thereof for the time being in force.

4.23 The Board may adopt and change a company seal which shall contain the name of the Company. The Board may cause to be created as many duplicates thereof as the Board shall determine. Any and all seals of the Company will be kept at the premises of the Company at all times unless otherwise directed by the President.

4.24 The Board may from time to time direct the manner in which and the person or persons by whom any particular document may or shall be signed and delivered. In the absence of the Directors' resolution, any particular document may be signed and delivered on behalf of the Company by any two persons holding the office of President, Vice-President, Secretary, Treasurer or any other office created by Articles or by the Directors. Any signing officer may affix the Company's seal to any document requiring the same.

4.25 Unless otherwise approved by Resolution of the Board of Directors of the Company shall:

> (a) Cause all real property belonging to or acquired by the Company to be vested and registered in the name of The Navy League of Canada;
>
> (b) Administer and control any real property and shall receive all rents, profits and proceeds of sale therefrom if such real property is located within the territorial boundaries of the Company, was donated to the Company in furtherance of its Objects or was acquired by funds solicited by or donated to the Company in furtherance of the objectives of National;
>
> (c) Execute such leases, conveyances or other instruments or documents required to be executed to give effect to Section 4.25 (a) and (b) above provided however, same meet the conditions set out by any directive of the Board of Directors or of National.

4.26 All real property and assets belonging to or acquired by the Company shall become the property and assets of National upon the dissolution of the Company subject to the provisions of the Articles of Association of the Company or the By-Laws of The Navy League of Canada.

4.27 The Directors shall cause Minutes to be made and to be placed on the Minute Book of the Company, including, but not limited to:

(a) of all appointments of officers and/or directors made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company and of the Directors, committees of Directors and the Members.

4.28 The Board shall not be authorized to:

(a) contract a loan, open a line of credit or otherwise borrow money on the credit of the Company, or mortgage, pledge or charge any property of the Company or National;

(b) issue a guarantee except with the prior approval of National;

(c) make any expenditure or incur any liability which is not within the budget set for the Company by National except with the prior approval of National, by resolution if in excess of Ten Thousand ($10,000) Dollars per year; and

(d) represent or act on behalf of National in any manner or thing except with the express consent of National.

4.29 The Board shall be authorized to:

(a) raise and expend funds in furtherance of the purposes and objects of the Company within the boundaries and in accordance with the annual budget for the raising and expenditure of such funds approved by the Board of Directors; and

(b) correspond with Board of Directors of National; and

(c) approve all expenditures up to Nine Thousand Nine Hundred Ninety-Nine ($9,999) Dollars. Expenditures of more than that amount will require the approval as set out in Section 4.28 above.

4.30 The Directors shall cause true accounts to be kept of all sums of money received and disbursed by the Company and the manner in respect of which such receipt and expenditure took place; of all sales and purchases of property by the Company; of the assets and liabilities of the Company; and of all other transactions affecting the financial position of the Company.

4.31 The Minute Book of the Company, all books of account and all records of the Company shall be kept at the premises of the Company or at such other place as the Board shall think fit and shall always be open to inspection by the Directors.

4.32 The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member, not being a Director, shall have the right of inspecting any account or book or document of the Company except as conferred by law or authorized by the Directors or by ordinary resolution, whether previous notice thereof has been given or not.

4.33 The books, accounts and records of the Company may be inspected by any Member of the Company in accordance with Section 4.32 above at any AGM or at any time upon giving reasonable notice and arranging a time satisfactory to the officer or officers having charge of same. Each Director shall at all times have access to such books, accounts and records.

4.34 Once at least in every year the Directors shall lay before the Company at its Annual General Meeting a financial statement for the period since the preceding statement, made up to a date not more than six (6) months before the meeting.

4.35 The financial statement shall be accompanied by a report of the auditors and by a report of the Directors as to the state of the Company's affairs.

SECTION 5 – OFFICERS

Appointment of Officers

5.1 The Membership shall elect the Officers each year at the AGM. Unless otherwise approved by National or waived by resolution of the Members, each Officer must have served for a period of not less than one (1) year with the Company and three (3) years as an individual member at a Branch immediately prior to being elected. Officers shall hold office for a term of one (1) year. Upon election, the Officers shall assume the duties of the position and hold office for a term of one (1) year when their successors shall be elected at the AGM upon expiration of such term. The Officers of the Company must have attended 80% of the Board of Directors Meetings throughout the year unless otherwise excused or agreed upon by a majority of the Board.

Unless otherwise determined by the AGM or General Meeting of the Members, the Board may, from time to time, appoint a President, Vice-President, Secretary and Treasurer, including one or more assistants to any of the Officers so appointed and may determine the period for which any Officers are to hold office. An Officer must be a Member in good standing of the Company. All Officers of the Company must be a Director.

President

5.2 The President shall preside at all meetings of the Company, of the Board and of the Executive. The President shall have the general and active management of the affairs of the Company, shall act as Chairperson at all meetings and see that all orders and resolutions of the Board are carried into effect.

5.3 In case of an equality of votes, the President shall have a casting vote.

5.4 The President shall be a member ex-officio of all committees.

5.5 In the event of the absence or inability of the President to act, his duties and powers may be exercised by the Vice-President.

Vice-President

5.6 The Vice-President shall attend all meetings of the Company, of the Board and of the Executive.

5.7 The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and shall perform such other duties as shall from time to time be imposed upon the Vice-President by the Board.

5.8 Upon the vacancy before the end of the term in the office of President, the Vice-President shall assume the office, until the vacancy is filled.

Treasurer

5.9 The Treasurer shall attend all meetings of the Company, of the Board and of the Executive.

5.10 The Treasurer shall collect and have custody of all funds of the Company and disburse monies after securing approval from the Board.

5.11 The Treasurer shall present a Report as to the financial situation of the Company at all meetings, including but not limited to, meetings of the Directors, General Meetings of the Members, the AGM or any other meeting duly constituted for that purpose.

5.12 The Treasurer shall cause an annual audit of the books and accounts of the Company and submit a report to the AGM of the Company.

5.13 The Treasurer has the duty to ensure that all monies received are deposited in the appropriate account with a chartered bank, trust company or credit union and that no monies are withdrawn therefrom except with the signature of any two duly appointed signing authorities, with the exception of the Treasurer, as set out with the banking authorities from time to time.

5.14 The Treasurer has the duty to ensure that all expenditures are supported by receipts or vouchers.

5.15 The Treasurer shall deliver to the successor in office all funds, books, documents, vouchers and other property of the Company which may be in the possession of the Treasurer or for which the Treasurer is accountable.

5.16 Upon the vacancy before the end of the term in the office of Treasurer, the Executive shall appoint a successor to the office of Treasurer until the vacancy is filled at the next AGM.

Secretary

5.17 The Secretary shall attend all meetings of the Company, of the Board and of the Executive.

5.18 The Secretary shall cause to be issued all Company meeting notices and write such official letters as the President of the Company shall deem necessary.

5.19 The Secretary shall preserve the record of the proceedings of the Company. In particular, the Secretary has the duty to maintain a set of books in accordance with the Act.

5.20 The Secretary shall be responsible for reporting Minutes of the Board, the Executive and all meetings of the Members howsoever held of the Company.

5.21 In the absence of the Secretary from any meeting of the Board and/or general meeting, the President shall appoint a qualified person to report the Minutes of such meeting(s).

5.22 The Secretary shall deliver to the successor in office all books, documents and other property of the Company which may be in the possession of the Secretary or for which the Secretary is accountable.

5.23 The Secretary shall perform such other duties as shall from time to time be imposed upon the Secretary by the Board.

5.24 Upon the vacancy before the end of the term in the office of Secretary, the Executive shall appoint a successor to the office of Secretary until the vacancy is filled at the next AGM.

Removal of Officers

5.25 All Officers shall be subject to removal from office by the Board of Directors at any time with cause and with such notice to the person so removed as the Board of Directors deem reasonable and/or required.

SECTION 6 – MEETINGS

Meetings of the Members

6.1 General, Special and Annual General Meetings:

(a) General and Special Meetings of the Members shall be held at the discretion of the Board of Directors or as required under the provisions of the Act.

(b) Annual General Meetings shall be held prior to the end of October and at time as determined by the Board of Directors.

(c) General, Special and Annual General Meetings shall be held at such premises as the Board of Directors deems appropriate.

(d) No public notice or advertisement of any General Meeting or Special Meeting of the Company shall be required but notice of the time and place of every meeting shall be given to each Member by sending notice by appropriate means of at least twenty-one (21) days or as may be prescribed by the Act, specifying the place, the day and the hour of the meeting to all Members entitled to such notice from the Company. The accidental omission to serve notice or the non-receipt of such notice by any Member shall not invalidate any resolution passed or any proceedings taken at any meeting and does not prevent the holding of such meeting.

(e) At any General Meeting, if all the Members entitled to vote thereat are present they may waive the necessity of the giving of any previous notice of such meeting and an entry in the Minutes at such meeting of such waiver shall be sufficient evidence of the due convening of the meeting.

(f) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, a quorum shall be Members entitled to vote personally present.

(g) Each of the following items of business shall be considered at each Annual General Meeting: consideration and approval of the financial statements and the ordinary report of the Board, auditors and other officers; the election of Directors and Officers; the appointment of auditors; the fixing of remuneration of the auditors; and the transaction of any business which under these Articles or pursuant to the Act ought to be transacted at an Annual General Meeting.

(h) No error or omission giving notice of any Annual General Meeting, any General Meeting or any Special Meeting shall invalidate such meeting or make void any proceedings taken thereat and any Member may at any time waive notice of any such meeting and may ratify, approve and confirm all or any of the proceedings taken or had thereat.

(i) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting may be convened upon the passing of a special resolution by those Members present provided however, that there are greater than ten (10) Members in good standing in attendance.

(j) The President or, in his or her absence, the Vice-President of the Company shall preside as Chairperson at every Meeting of the Company. In the absence of both the President and the Vice-President of the Company, or if at any meeting the President or the Vice-President are not present within fifteen (15) minutes after the time appointed for holding the meeting or if they are unwilling or unable to act as Chairperson, the Members present shall choose one of their number to be Chairperson.

(k) At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, a declaration by the Chairperson that a resolution has, on a show of hands, been carried, or carried unanimously, or by a particular majority, or lost and an entry to that effect in the Minutes of the Meeting shall be conclusive proof of the fact, without proof of the number or portion of the votes recorded in favour of, or against, that resolution.

(l) In the case of an equality of votes the Chairperson of the meeting shall be entitled to a casting vote.

(m) If a ballot is demanded by a Member entitled to vote at a Members' meeting and the demand is not withdrawn, the ballot upon the motion shall be taken in such manner as the Chairperson of the meeting shall direct. Upon a ballot each Member who is present in person shall be entitled to vote. Upon declaration by the Chairperson of the meeting that the vote upon the question has been carried, or carried unanimously or by a particular majority, or lost or not carried by a particular majority, an entry in the Minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of votes recorded in favour of or against any resolution or question.

(n) The Chairperson or the Secretary at any meeting of the Members may appoint one (1) or more scrutineers, who need not be Members and are not eligible for election to any position whatsoever, to count and report upon the results of the voting which is done by ballot.

(o) The Board shall appoint a Nominating Committee two (2) months prior to the AGM. The Nominating Committee shall select two (2) Members who are not seeking election to form the Nominating Committee.

Votes of the Members

6.2 On a show of hands every voting Member present in person shall have one (1) vote.

6.3 Votes shall be given personally either by ballot or show of hands.

6.4 In any case, except where a meeting of the Company is required by law to pass a resolution, a resolution consented to in writing by all the Members who would have been entitled at a meeting to vote on the Resolution is as valid and effectual as if it had been passed at a meeting of the Members duly called and constituted and shall be entered in the Minute Book of the Company accordingly, and shall be held to relate back to any date therein stated to be the effective date thereof. A resolution in writing may be signed in counterpart, by facsimile or by any other electronic means available to the Secretary of the Company.

6.5 The Articles of the Company can only be amended by a special resolution of the Members as provided for pursuant to the provisions of the Act.

SECTION 7 – AUDIT

7.1 At each Annual General Meeting or at such other time as may be determined by the Board of Directors, the Company shall appoint auditors who shall examine and audit all of the books, accounts, vouchers, documents and securities relating to the business of the Company at least once in each fiscal year.

7.2 The auditors of the Company shall have such access to all of the Company's books of account, vouchers, related financial records and other material at all reasonable times.

7.3 The auditors of the Company may be a Member of the Company except that no Director or Officer of the Company having an interest in any transaction other than as a Member, may be appointed as an Auditor.

7.4 The books and records of the Company may be inspected by any Member of the Company at the Annual General Meeting or at any time upon given reasonable notice and arranging a time satisfactory to the Officer or Officers that have charge of same. Each member of the Board of Directors shall at all times have access to such books and records.

SECTION 8 – EXECUTION OF INSTRUMENTS

8.1 All deeds, transfers, assignments, contracts, obligations, certificates and other instruments shall be signed on behalf of the Company by the President together with any other Officer as the President may designate.

8.2 All cheques shall be signed on behalf of the Company by the President and the Vice-President or any other Director, other than the Treasurer, as the President may designate, provided however, that no two (2) signing officers may be in any position of conflict or any formal relationship whatsoever.

SECTION 9 – FUNDS OF THE COMPANY

9.1 The funds of the Company:

(a) Shall consist of all annual fees assessed by the Board of Directors or other monies subscribed or donated to the Company for the enhancement of the Objects of the Company or donated to the Company in furtherance of the Objects of the Company or as allocated to the Company by National and all grants from the Board of Directors of National;

(b) Shall be controlled by the Board of Directors of the Company and, subject to the provisions of these Articles, may be used to further the Objects of the Company;

(c) Which are due by assessment to be for the account of the Board of Directors of National or their objectives are to be remitted forthwith by the Company to the Board of Directors of National;

(d) Shall be deposited in a financial institution and may only be withdrawn by cheque signed in accordance with Section 8.2;

(e) May be invested by the Company in accordance with an investment policy adopted from time to time by the Board of Directors or as directed pursuant to directive by the National Board of Directors;

(f) May be received by the Board of Directors by way of donations, endowments or otherwise, and may use such funds or the income from such funds as it sees fit to meet the Objects of the Company;

(g) May be received by or may be donated to a Branch and will hold such donated funds on behalf of the Branch;

(h) May be solicited as membership subscriptions and donations within the demographic boundaries as set forth by the Board of Directors National from time to time.

SECTION 10 – FINANCIAL YEAR

10.1 The financial year of the Company shall end on such date in each year as the Board of Directors may determine from time to time, with the approval of any applicable Government Agency.

SECTION 11 – DISSOLUTION

11.1 Upon the dissolution of the Company and after payment of all debts and liabilities, the Company's remaining property shall be distributed to National or disposed of to qualified donees described in subsection 149.1 of the *Income Tax Act* (Canada) as determined in accordance with the directions of the Board of Directors and subject to the direction of National.

SECTION 12 – NOTICES

12.1 A notice may be given by the Company to any Member either personally or by sending it by post, by telephone, or any other electronic means to him or her at his or her address within Alberta, supplied by him or her to the Company on application for membership.

12.2 Where a notice is sent by post, service of the notice shall be deemed to be effected seventy-two (72) hours after the posting. In the event such communication is impaired at the time of sending the notice, the party sending the notice shall utilize any other service which has not been so impaired or shall deliver the notice in order to ensure prompt receipt thereof.

12.3 Any Member, Director, Officer, auditor or Member of a committee may at any time waive any notice, or waive or abridge the time for any notice required to be given to him under any provision of the Act, the regulations there under, the Articles or otherwise. Any such waiver or abridgement, whether given before or after the meeting or other event of which the notice if required to be given, shall cure any defect in the giving or in the time of such notice as the case may be. The accidental omission to give notice of a meeting of Members to, or non-receipt of notice of a meeting of Members by, a Member shall not invalidate any resolution passed at any such meeting.

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INDEX