

## AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of the 1<sup>st</sup> day of May, 2024.

BETWEEN:

**CANADIAN HOME BUILDERS' ASSOCIATION – EDMONTON REGION** a society formed under the laws of Alberta ("**CHBA-ER**")

- and -

**URBAN DEVELOPMENT INSTITUTE – EDMONTON REGION**, a society formed under the laws of Alberta ("**UDI-ER**")

WHEREAS:

- A. CHBA-ER was formed under the laws of Alberta, in accordance with the *Societies Act* (Alberta) (the "**Act**") effective April 20, 1954;
- B. UDI-ER was formed under the laws of Alberta, in accordance with the Act effective May 8, 2014;
- C. The Amalgamating Societies (hereinafter defined) wish to amalgamate pursuant to Section 32 of the Act and continue as one Amalgamated Society (hereinafter defined) upon the terms and conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

- (a) "**Act**" has the meaning ascribed to it in Recital A.
- (b) "**Amalgamation**" means the amalgamation of CHBA-ER and UDI-ER as contemplated in this Agreement;
- (c) "**Amalgamated Society**" means that corporation continuing from the amalgamation of CHBA-ER and UDI-ER upon issuance by the Registrar of a certificate of Amalgamation therefor;
- (d) "**Amalgamating Societies**" means CHBA-ER and UDI-ER.
- (e) "**Agreement**", "**this Agreement**", "**hereof**", "**herein**" and "**hereunder**" and similar expressions refer to this agreement and the schedules attached and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto; and
- (f) "**Application**" means and Application for Amalgamation in accordance with the terms of Section 32 of the Act;

- (g) **"Effective Date"** has the meaning ascribed to such term in Section 2.9.
- (h) **"Membership Categories"** means Builder-Renovator Members, Developer/Core Developer Members, General Members, Consultant Members, Life Members, Honorary Members, Municipal Members, Not-for-Profit Members, and Reciprocal Members.
- (i) **"Registrar"** means the Registrar of Corporations or a Deputy Registrar of Corporations duly appointed under the Act.; and
- (a) **"Region"** has the meaning ascribed to it in Section 2.3(a).

## **1.2 Preamble and Schedule Incorporation**

The parties hereby confirm and ratify the matters contained and referred to in the Preamble and the various schedules to this Agreement and agree that same are expressly incorporated into and form part of this Agreement.

## **1.3 Schedules**

The Schedules to this Agreement are as follows:

Schedule A – Bylaws

## **1.4 Interpretation Not Affected by Headings**

The division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

## **1.5 Number**

Words importing the singular number only shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include societies and vice versa.

## **1.6 Date for any Action**

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

# **ARTICLE 2 AMALGAMATION**

## **2.1 Agreement to Amalgamate**

CHBA-ER and UDI-ER shall amalgamate, pursuant to Section 32 of the Act, and continue as one society from and after the Effective Date (hereinafter referred to as the "**Amalgamated Society**") upon and subject to the terms, conditions, and requirements of this Agreement and the Act, including but not limited to the issuance by the Registrar of a certificate of Amalgamation, and in the manner hereinafter set out.

## 2.2 Name

The name of the Amalgamated Society shall be BILD Edmonton Metro.

## 2.3 Object

The objects of the Amalgamated Society shall be as follows:

- (a) To associate the members of the building and land development industry in the Edmonton Metro region ("**Region**"), for the purpose of mutual advantage and cooperation;
- (b) To exchange experiences and information among those engaged in the industry;
- (c) To identify emerging industry issues by monitoring market trends and engage research bodies and member subject experts to formulate prospective solutions;
- (d) To provide a high standard of industry relevant services that align with the needs and demands of the members;
- (e) To familiarize the public and local government agencies with the key concerns and objectives of the industry;
- (f) To represent and advocate on behalf of its members in matters of national, provincial and local policy and legislation affecting home building and land development;
- (g) To affiliate with the Canadian Home Builders Association - National and BILD Alberta Association; and
- (h) To operate as a non-profit society.

## 2.4 Registered Office

The registered office of the Amalgamated Society shall be located at 2800 Stantec Tower, 10220 103 Avenue NW, Edmonton, Alberta T5J 0K4.

## 2.5 Amalgamating Societies

The names and corporate access numbers of the amalgamating Societies are as follows:

Name	Corporate Access Number
Canadian Home Builders Association – Edmonton Region	500021415
Urban Development Institute – Edmonton Region	5018138320

## 2.6 First Directors

The name and address of the first directors of the Amalgamated Society shall be as follows:

<b>Member Category</b>	<b>Name</b>	<b>Address</b>
Developer/Core Developer	Mike Saunders	10423 101 Street NW, Edmonton AB T5H 0E7
Developer/Core Developer	Chris Nicholas	1000-10104 103 Ave NW, Edmonton AB T5J0H8
Developer/Core Developer	Susan Keating	900, 10310 Jasper Avenue NW, Edmonton AB T5J 1N8
Developer/Core Developer	Crystal Brightwell	10180 111 St NW, Edmonton AB T5K 1K6
Builder-Renovator	Charles Fay	102-5083 Windermere Blvd SW, Edmonton AB T6W0J5
Builder-Renovator	Paul Lanni	204, 10420 122 Street NW, Edmonton, AB T5N 1M3
Builder-Renovator	Kevin Read	11344 119 St NW, Edmonton AB T5G 2X4
Builder-Renovator	Katrina Rowe	17511 108 Avenue Northwest, Edmonton AB T5S 1G2
General	Jenna Johannesen	10353 170 Street Northwest, Edmonton AB T5P 4V4
General	Greg Degaust	14625 116 Ave NW, Edmonton AB T5M 3E8
Consultant	Ryan Tomas	10120 103 Avenue, Suite 300, Edmonton AB T5J 3R6

## 2.7 Membership

The members of each of the amalgamating Societies are automatically admitted as members of the Amalgamated Society into one of the Membership Categories and in accordance with the provisions contained in the bylaws of the Amalgamated Society.

## **2.8 Bylaws**

The bylaws of the Amalgamated Society shall be the bylaws attached hereto as Schedule A and shall be the bylaws of the Amalgamated Society until such time that they are amended or repealed.

## **2.9 Effective Date of Amalgamation**

The Amalgamation shall become effective upon the date of the certificate of Amalgamation issued by the Registrar creating the Amalgamated Society and the date of the certificate of Amalgamation shall be the effective date (the "**Effective Date**").

## **2.10 Rights and Obligations of the Amalgamated Society**

On the Effective Date, the amalgamation of the Amalgamated Society and their continuance as one society shall become effective; the property of each of CHBA-ER and UDI-ER shall continue to be the property of the Amalgamated Society; the Amalgamated Society shall continue to be liable for the obligations of each Amalgamated Society; any existing cause of action, claim or liability to prosecution shall be unaffected; any civil, criminal or administrative action or proceeding pending by or against an Amalgamated Society may be continued to be prosecuted by or against the Amalgamated Society; any conviction against, or ruling, order or a judgment in favour of or against an Amalgamated Society may be enforced by or against the Amalgamated Society; the application for Amalgamation shall be deemed to be the application of the Amalgamated Society and the certificate of Amalgamation shall be deemed to be the Certificate of Incorporation of the Amalgamated Society.

## **2.11 Application for Certificate of Amalgamation**

Upon the members of each of CHBA-ER and UDI-ER respectively adopting the provisions of this Agreement at a meeting of the members by way of special resolution as required by the Act, such approval shall be certified by the Chair and Secretary of each of CHBA-ER and UDI-ER and they shall make arrangements to submit to the Registrar all documents required by the Act to procure a certificate of amalgamation.

## **ARTICLE 3 NOTICES**

### **3.1 Notices**

All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be served personally, and in the case of:

**CHBA-ER, addressed to:**

150 Summerside Gate SW  
Edmonton, Alberta T6X 0P5  
Attention: Gary Hoeft

**UDI -ER, addressed to:**

#324, Birks Building, 10113 – 104 Street  
Edmonton, Alberta T5J 1A1  
Attention: Susan Keating

or such other address as the parties may, from time to time, advise to the other parties hereto by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery.

**ARTICLE 4  
AMENDMENT AND TERMINATION OF AGREEMENT**

**4.1 Amendment**

This Agreement may, at any time and from time to time be amended by written agreement of the parties hereto without further notice to or authorization on the part of their respective members, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; and
- (c) amend this Agreement in accordance with or to comply with the directions or requirements of any regulatory authority or the Registrar.

**4.2 Termination**

This Agreement may, prior to the Effective Date, be terminated by mutual agreement of the respective parties hereto notwithstanding anything contained herein and approval of the members of CHBA-ER and UDI-ER of the terms and conditions hereof.

**ARTICLE 5  
GENERAL**

**5.1 Binding Effect**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**5.2 Expenses**

Each of the parties hereto shall pay its own legal and accounting expenses in connection with the preparation and execution of this Agreement and the transactions contemplated hereby or incidental hereto, including, without restricting the generality of the foregoing, any legal, accounting and printing expenses.

### **5.3 Assignment**

No party may assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

### **5.4 Equitable Remedies**

All covenants herein shall be qualified as to applicable bankruptcy and other laws affecting the enforcement of creditors' rights generally and to the effect that specific performance, being an equitable remedy, may not be ordered.

### **5.5 Survival of Representations and Warranties**

The representations and warranties herein shall survive the performance of the parties' respective obligations hereunder and the termination of this Agreement, but shall expire on the date one year from the date hereof.

### **5.6 Severability**

Any provision hereof which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **5.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

### **5.8 Counterpart**

This Agreement may be executed in counterpart and delivered by email (in PDF format), facsimile transmission or other electronic means satisfactory to the parties, and all such executed counterparts shall be deemed to be an original and such counterparts shall together constitute one and the same agreement.

### **5.9 Entire Agreement**

This Agreement constitutes the whole of the agreement between the parties hereto with respect to the transactions and matters contemplated and supersedes all prior agreements whether written or oral in connection therewith.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]***

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

**CANADIAN HOME BUILDERS' ASSOCIATION – EDMONTON REGION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**URBAN DEVELOPMENT INSTITUTE – EDMONTON REGION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_



**SCHEDULE A**

**BYLAWS**

(See attached)

**BYLAWS OF**  
**BILD EDMONTON METRO**  
(the "Society")

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## 1. Definitions

1.1 Where used in these Bylaws or in any amendment or supplement to these Bylaws, unless the context otherwise requires, the following words and phrases will have the meaning ascribed to them below:

- (a) "Act" means the *Societies Act*, R.S.A. 2000 Ch. S-14 as from time to time amended and every statute that may be substituted therefore and, in the case of such substitution, any references in the Bylaws of BILD Edmonton to the provisions of the Act shall be read as references to the substituted provisions in the new statute or statutes;
- (b) "AGM" means the annual general meeting of the Members of the Society;
- (c) "BILD Alberta" means BILD Alberta Association;
- (d) "BILD Alberta Bylaws" means means the bylaws of BILD Alberta, as amended from time to time;
- (e) "Board" means the board of directors of the Society;
- (f) "Builder-Renovator Member" means a person, other than an individual, that is directly engaged in the business of building or renovating residential real estate property, including but not limited to vertical and horizontal housing, single-family homes, multi-family homes, and as otherwise determined by the Board from time to time. A Builder-Renovator Member may or may not engage in the subdivision, servicing and sale of single, multi-family or commercial lots and the installation of all improvements customary with the development of residential subdivisions as a part of its business. Those categorized as home builders shall provide proof of registration with an approved third party home warranty program. A Builder-Renovator Member shall comply with one or more of the following qualifications:
  - i. Commercially and legally responsible for the construction of residential real estate property, whether for the purpose of sale, rental, or custom purchase;
  - ii. Commercially and legally responsible for the renovation of residential real estate property.
- (g) "Bylaw" or "Bylaws" means these bylaws and all other bylaws of the Society from time to time in force and effect;
- (h) "Capital Region" means the Edmonton metropolitan region;

- (i) "Chief Executive Officer " means the chief executive officer, or such other title as deemed appropriate by the Board, employed by the Board from time to time;
- (j) "CHBA" means the Canadian Home Builders' Association - National;
- (k) "Code of Ethics" means the written code of ethics for the Members as created by the Board from time to time;
- (l) "Constituent Association" means a constituent association in Alberta that is recognized by the board of directors of BILD Alberta and CHBA in accordance with the Bylaws of BILD Alberta and the Bylaws of CHBA;
- (m) "Constituent Member" means a member of a Constituent Association who is in good standing and who shall be a voting member of BILD Alberta and CHBA National;
- (n) "Consultant Member" means a person, other than an individual, that provides specific products or services to Builder-Renovator Members or Developer-Core Members in relation to the development of residential or commercial lands, including, planners, engineers, architects, surveyors, environmental service providers or such other similar services as may be approved by the Board from time to time.
- (o) "Developer/Core Developer Member" means a person, other than an individual, that is:
  - i. directly engaged in the business of Land Development as a primary or substantial part of its business, including but not limited to the subdivision, servicing and sale of single, multi-family or commercial lots and the installation of all improvements customary with the development of residential subdivisions and other related activities,
  - ii. directly engaged in the business of Land Development in an infill environment (being the development of vacant or under-used land within existing urban areas that are already developed) or developing high rise residential or mixed use developments within municipalities located within the Edmonton metropolitan region, or
  - iii. as otherwise determined by the Board from time to time,

For clarity, Developer/Core Developer Members may or may not also be engaged in the construction of housing (as integrated developers), commercial, mixed-use, industrial, and institutional properties;

- (p) "Director" or "Director(s)" means the person or persons who are, from time to time, in accordance with the terms of these Bylaws, duly elected or appointed directors of the Society;
- (q) "Election" means the election of the Directors occurring at the AGM;
- (r) "General Member" means a person, other than an individual, that manufactures, distributes or supplies products or provides services to Builder-Renovator Members or Developer/Core Developer Members as determined by the Board from time to time. General Members may include but are not limited to trades, suppliers, designers, utility companies, underground companies, shallow utilities, road builders, financial institutions, brokers, professional service providers (lawyers, accountants, etc.) who are not Consultant Members, and as otherwise determined by the Board from time to time;
- (s) "Honorary Member" means an individual who has been granted life-time membership status by the Board from time to time, in recognition of exceptional and meritorious service to the industry, through the receipt of a lifetime honorary Membership;
- (t) "Land Development" means the sub-division, improvement or servicing of lands for the purpose of creating residential, commercial, or industrial lots available for the construction of buildings thereupon;
- (u) "Life Member" means an individual who has been granted life-time membership status by the Board in recognition of membership in and service to the Society and such other criteria as determined by the Board from time to time;
- (v) "Member" or "Members" means Builder-Renovator Members, Developer/Core Developer Members, General Members, Consultant Members, Honorary Members, Life Members, Municipal Members, Not-for-Profit Members, Reciprocal Member, and such other categories of membership as may be established by the Board from time to time pursuant to Clause 3.1;
- (w) "Membership" means the membership of the Society;
- (x) "Membership Fee" means the annual membership fee payable, if any, by a Member within an applicable category of membership;
- (y) "Municipal Members" means a city, town, county, and municipal district located in the Edmonton metropolitan region, as approved by the Board from time to time;

- (z) "Nomination Committee" means a committee comprised of the Chair, Vice-Chair, Secretary-Treasurer, Chief Executive Officer and Past-Chair of the Board;
- (aa) "Nomination Meeting" means the meeting of the Nomination Committee whereby certain Voting Members are nominated to stand for election as Directors of the Society at the AGM;
- (bb) "Not-for-Profit Members" means a person, other than an individual, operating as not-for-profit or non-profit organization or society in the Province of Alberta, as approved by the Board from time to time;
- (cc) "Officer" or "Officers" has the meaning ascribed to it in Clause 7.1;
- (dd) "Ordinary Resolution" means a resolution passed by a majority of no less than 50% plus 1 of the votes cast on that resolution;
- (ee) "Past Chair" means the individual whose tenure as Chair has last ended other than as a result of the resignation of that individual as Chair, the removal of that individual from the office of Chair by Ordinary Resolution of the Board pursuant to Clause 7.5 or the vacating of the office of Director by that individual pursuant to Clause 5.7. The Past Chair shall be appointed by the Board as a Director and Officer;
- (ff) "Policy Manual" means that written policies created by the Board from time to time;
- (gg) "Reciprocal Members" means a person, other than an individual, who is an affiliated professional or business organization with which the Society has a reciprocal membership agreement, and who complies with all of the Society's membership requirements;
- (hh) "Returning Officer" means the Officer responsible for overseeing the Election;
- (ii) "Special Resolution" means a resolution passed by no less than 75% of the votes cast on that resolution and which otherwise complies with the requirements of the Act;
- (jj) "Standing Committee" means a committee established by the Board having a duration of in excess of one year;
- (kk) "Voting Members" means those Members entitled to vote on a matter which comes before the Members at any meeting of the Members, which shall include only the

Builder-Renovator Members, Developer/Core Developer Members, General Members, Consultant Members, and Life Members;

- (II) "Working Group" "Sub-Committee" or "Task Force" means a committee set up for specific projects established by either the Board or a Standing Committee having the authority to establish committees.

## **2. Registered Office**

- 2.1 The registered office of the Society shall be at such place in the City of Edmonton, in the Province of Alberta, as the Directors may from time to time determine.

## **3. Membership**

- 3.1 Membership shall be divided into the following categories:

- (a) Builder-Renovator Members;
- (b) Developer/Core Developer Members;
- (c) General Members;
- (d) Consultant Members;
- (e) Life Members;
- (f) Honorary Members;
- (g) Municipal Members;
- (h) Not-for-Profit Members;
- (i) Reciprocal Members.

The Board may, from time to time, designate further separate categories of Members and establish the rights, privileges, restrictions and conditions of each such category of Member.

- 3.2 Provided that:

- (a) a Member applicant meets the definition of both a Builder-Renovator Member and a Developer/Core Developer Member;

- (b) the Member applies to hold memberships in both the Builder-Renovator Member and the Developer/Core Developer Member categories (“Dual Membership”); and
- (c) the Board approves Dual Membership for such a Member applicant;

then the Member may hold Dual Membership and shall enjoy all of the rights and privileges of both memberships and shall pay Membership Fees and meet such other requirements necessary of both memberships.

3.3 In addition to the foregoing categories of Membership, the Society is recognized as a Constituent Association by BILD Alberta and CHBA and Members shall be admitted as Constituent Members provided that such Members: (i) pay the applicable Membership Fee, (ii) are in good standing with the Society, and (iii) comply with the rules, regulations, policies, and Bylaws of the Society, BILD Alberta, and CHBA. The Society acknowledges and agrees as follows:

- (a) The Society shall be responsible for collecting and paying to BILD Alberta and CHBA any dues, special assessments or levies made by BILD Alberta and CHBA in accordance with the BILD Alberta Bylaws and the CHBA Bylaws;
- (b) The Society shall be responsible for providing BILD Alberta and CHBA with a detailed list of its Members and the designated representatives of each Member from time to time;
- (c) any Member who withdraws its membership from the Society or for any other reason ceases to be a member of the Society, also concurrently ceases to be a member of BILD Alberta and CHBA;
- (d) BILD Alberta and CHBA shall not have the power to terminate the membership of a Constituent Member but shall have the authority to refer any complaint against a Constituent Member to the Society. It shall be the Society’s responsibility to prosecute any such complaint in accordance with the Society’s rules; and
- (e) Any Member who resigns or leaves the Society, is suspended from the Society, or not in good standing with the Society shall return all certificates and sources of identification issued to them by the Society, BILD Alberta, or CHBA to the Society, BILD Alberta, or CHBA, as the case may be, and such items and shall not be used in any manner whatsoever therefrom.

3.4 The Board shall from time to time establish the Membership Fee payable in respect of each category of Members.



- 3.5 All Members shall:
- (a) pay the Membership Fee when due;
  - (b) comply with the Code of Ethics and Policy Manual of the Society; and
  - (c) support the objects of the Society and avoid acts or omissions that could be deemed as harmful to the Society;
  - (d) comply with all other rules, regulations, policies, and Bylaws of the Society, as the same may be established or modified from time to time.
- 3.6 Membership in the Society shall be limited to persons interested in furthering the objects of the Society, who meet the criteria for a category of Membership, who have paid the applicable Membership Fee and whose application for admission as a Member has received the approval of the Board. The Board's decision shall be final and binding. When an application is approved by the Board, the Board shall determine the Membership category of the applicant Member.
- 3.7 The Membership of a Member shall continue until such Member withdraws or is expelled from the Society, as the case may be, or fails to pay the applicable Membership Fee.
- 3.8 Any Member who has paid the Membership Fee and who is not suspended as a Member, is entitled to:
- (a) receive notice of meetings of the Members;
  - (b) attend and speak at any meeting of the Members; and
  - (c) exercise other rights and privileges given to Members in such category of Member in these Bylaws.
- 3.9 Each Voting Member shall:
- (a) be represented by an individual actively involved in the business of such Voting Member; and
  - (b) advise the Society in writing of the name and contact information for its individual representative in advance of a meeting of the Members.
- 3.10 A Voting Member entitled to vote at a meeting of Members may appoint in writing, to the address specified in a notice of meeting of the Members, an individual representative of another Voting Member as a proxyholder to act at the meeting in the manner and to the

extent authorized by the proxy. A Voting Member who has appointed a proxy in accordance with this clause shall be deemed to be present at the meeting. A proxy is only valid at the meeting in respect of which it is given or at a continuation of that meeting after an adjournment. A proxy may only be revoked by a Voting Member prior to the meeting in respect of which it is given.

- 3.11 Any Member may resign from the Society by delivering a written resignation to the Society. The resignation of a Member shall not entitle the Member to a refund or rebate of Membership Fees previously paid. The resignation of a Member shall not reduce or extinguish the obligation of such Member to pay any Membership Fees then outstanding together with any interest or late payment fees, if applicable, at the rate determined by the Board from time to time.
- 3.12 The Board, at a meeting called for that purpose, may by Ordinary Resolution suspend a Member's membership, for a period of time to be determined by the Board, for one or more of the following reasons:
- (a) if the Member has failed to abide by the rules, regulations, policies of the Society or Bylaws;
  - (b) if the Member has done or failed to do anything judged by the Board to be harmful to the interests or reputation of the Society.

The Board shall deliver to the affected Member no less than two (2) weeks notice of the meeting. The Member shall have an opportunity to appear before the Board to address the matter at the meeting. The determination of the Board shall be final.

- 3.13 Any Member may be expelled from membership in the Society for any cause which the Board deems reasonable upon authorization by Special Resolution of the Board, including but not limited to failure of the Member to pay applicable Membership Fees and failure of the Member to abide by the Code of Ethics, Policy Manual, Bylaws and all other rules, regulations and policies of the Society.
- 3.14 The membership of a Member is non-transferable and shall automatically terminate upon the death, dissolution, bankruptcy or insolvency, as the case may be, of any Member.
- 3.15 Any Member who resigns, withdraws, is expelled from or otherwise ceases to be a Member shall forthwith forfeit all right, claim, and interest arising from or associated with membership in the Society but the Member shall remain liable for any debts owing by that former Member to the Society.
- 3.16 If a Member neglects or refuses to pay Membership Fees, assessments, or charges, the

Society is entitled to:

- (a) charge interest at the rates as established from time to time by the Board;
- (b) be reimbursed for all necessary legal costs on a solicitor/client full indemnity basis;
- (c) levy such additional charges as are established from time to time by the Board.

#### **4. Meetings of the Members**

- 4.1 An AGM shall be held once during each calendar year. The AGM shall be called by the Board at such time and on such day within that period as the Board may determine and shall be held at the office of the Society or such other location as the Board may determine.
- 4.2 At the AGM, in addition to any other business that may be transacted:
  - (a) the Members shall elect or appoint the Directors, in accordance with the criteria for such directors as set out in these Bylaws; and
  - (b) the report of the Board, the financial statements and the report of the auditors shall be presented.
- 4.3 The Board shall have power to call, at any time, a special meeting of the Members. In addition, the Board shall call a special meeting of the Members on written requisition of one fourth (1/4) of the Voting Members.
- 4.4 Twenty Five (25) Voting Members qualified to attend at any meeting and a minimum of Four (4) Directors shall constitute a quorum.
- 4.5 If within one half hour from the time appointed for a general meeting a quorum is not present, the Voting Members who are present shall be a quorum.
- 4.6 Notice for every meeting of Members, including special meetings, shall be communicated by mail, courier, personal or electronic delivery to the last address or email address on record for each Member, no less than 21 days before the meeting. Where any matter is being presented to the Voting Members to vote on by way of Special Resolution, the notice for such meeting shall specify the Society's intention to propose a special resolution at such meeting. No error or omission in giving notice of any meeting of Members or any adjourned meeting of Members, shall invalidate such meeting or make void any proceedings taken thereat, and the Voting Members may, on behalf of themselves and the non-voting Members, at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. The statutory declaration of the Chair that notice has been given shall be sufficient and conclusive evidence of the giving of such

notice.

- 4.7 Voting Members may put forth any motion for consideration at any meeting of the Members provided that such Voting Member has provided to the Board written notice of the intended motion not less than 14 days prior to that meeting.
- 4.8 Each Voting Member shall have the right to exercise one (1) vote on each matter which properly comes before the Members at each meeting of the Members. Voting at a meeting of Members shall be by show of hands, except if a secret ballot is demanded by a Member entitled to vote at the meeting, in which case there shall be a secret ballot conducted on the issue in relation to which such demand was made.
- 4.9 Except as expressly stated herein or required by the Act, at all meetings of the Members, every question shall be determined by Ordinary Resolution. A declaration by the chair of the meeting that a resolution has been carried and an entry to that effect in the minutes shall be prima facie proof of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.
- 4.10 If the Board chooses to make available a telephonic, electronic or other communication facility that permits all participants to hear and communicate adequately with each other during a meeting of Members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility in the manner provided by the Act. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this By-Law, any person participating in a meeting of the Members pursuant to this clause who is entitled to vote at that meeting may vote by means of any telephonic, electronic or other communication facility that the Society has made available for that purpose, such determination to be made by the Board.

## **5. Board of Directors**

- 5.1 The affairs of the Society shall be managed by the Board consisting of a minimum of eleven (11) and a maximum of thirteen (13) Directors. The Board may exercise all such powers and do all such acts and things as may be exercised or done by the Society that are not, by the Bylaws or the Act, expressly directed or required to be done by the Members.
- 5.2 Directors shall be:
  - (a) individuals, at least eighteen (18) years of age; and
  - (b) a Voting Member in good standing with the Society.

- 5.3 Directors shall be nominated in accordance with practices and procedures to be determined by the Board from time to time and shall, unless appointed by the Board as Past Chair or appointed by the Board to fill a vacancy as provided under Clause 5.7, be elected by the Voting Members at the AGM.
- 5.4 The Board shall consist of:
- (a) a minimum of one Consultant Member. For greater certainty, if the Past Chair is a Consultant Member, no further Consultant Member must be elected to the Board;
  - (b) a minimum of two General Members. For greater certainty, if the Past Chair is a General Member, only one General Member must be elected to the Board;
  - (c) A minimum of four Builder-Renovator Members. For greater certainty, if the Past Chair is a Builder-Renovator Member, only three Builder-Renovator Members must be elected to the Board;
  - (d) A minimum of four Developer/Core Developer Members. For greater certainty, if the Past Chair is a Developer/Core Developer Member, only three Developer/Core Developer Members must be elected to the Board;
  - (e) In addition to the foregoing, the Chair may appoint a maximum of two Voting Members to the Board (each a "Chair Appointee"). The term for a Chair Appointee shall be a period of one (1) year commencing after the most recent AGM.
- 5.5 Unless otherwise determined by an Ordinary Resolution, the Directors shall serve as such without remuneration.
- 5.6 Upon the establishment of the first Board of the Society (the "First Board"), the bare majority of Directors shall be elected to serve on the First Board for a term of two (2) years and the remaining Directors shall serve on the First Board for a term of one (1) year (the "Initial Term").
- 5.7 Thereafter, each Director, other than a Chair Appointee, shall be elected for a term of two (2) years ("Term"). Save and except for a Chair Appointee, each Director shall be entitled to sit on the Board for no more than 3 consecutive Terms, totaling a maximum of six (6) consecutive years ("Maximum Consecutive Tenure"). For clarity, a Director who has completed his or her Maximum Consecutive Tenure may stand for re-election as a Director after a minimum of two years from the date in which his or her Maximum Consecutive Tenure was completed has lapsed.
- 5.8 Notwithstanding the Initial Term or the Term, other than a Chair Appointee, the Board may

by Ordinary Resolution extend the term of a Director for one additional period of one (1) year.

5.9 The office of a Director shall be automatically vacated:

- (a) if the Director resigns from office by delivering a written resignation to the Chair;
- (b) if the Director is found by a court of competent jurisdiction to be of unsound mind;
- (c) if the Director becomes bankrupt;
- (d) if at a meeting of the Board, a Special Resolution of the Directors is passed that the Director be removed from office;
- (e) if the Director is no longer a director, officer, or employee of a Consultant Member, General Member, Developer/Core Developer Member, or Builder-Renovator Member, as the case may be;
- (f) if the Director dies;

provided that if any vacancy shall occur for any reason contained in this Clause, the Board by Ordinary Resolution, may fill the vacancy until the next AGM. If a vacancy occurs as a result of any of the foregoing reasons which is not filled by the Board, the Directors remaining in office may exercise all the powers of the Board provided that a quorum of Board is elected, appointed or remains in office as the case may be.

5.10 The Board shall administer the affairs of the Society in all things and make or cause to be made for the Society, in its name, any kind of contract which the Society may lawfully enter into and, except as otherwise specifically provided herein, shall exercise all such other powers and do all such other acts and things as the Society is authorized to exercise and do. Without restricting the generality of the foregoing, the Board shall have power to:

- (a) authorize expenditures on behalf of the Society from time to time;
- (b) determine signing authority signing authority for cheques, notes, negotiable instruments and contracts on behalf of the Society;
- (c) engage or employ agents and other person necessary in the Board's opinion to carry out the objects of the Society;
- (d) delegate such matters as the Board deems necessary;
- (e) approve and allocate the budget of the Society;

- 5.11 Without limiting the generality of the foregoing, the Directors may establish such rules, regulations and policies not inconsistent with these Bylaws relating to the management and operation of the Society and the Board.
- 5.12 The Board may, from time to time, borrow and secure payment of monies in such manner as it thinks fit provided such borrowing shall not exceed the limit set by the Builder-Renovator Members and Developer/Core Developer Members at an Annual General Meeting, or a special meeting.

## **6. Meetings of the Board**

- 6.1 Meetings of the Board shall be held at such time and on such days as the Chair of the Society may, from time to time, determine.
- 6.2 A majority of the Directors shall form a quorum for the transaction of business.
- 6.3 If a quorum does not exist at that time or if during the course of a meeting the meeting is properly adjourned, the meeting shall be adjourned, without further notice.
- 6.4 Except as otherwise required by law, the Board may hold its meetings at such place or places within the Province of Alberta, as it may from time to time determine, provided that meetings may be held outside of the Province of Alberta with the consent of each member of the Board.
- 6.5 A special meeting of the Board may be called on the instructions of any Director provided that a request is made to the Chair, in writing, to call such meeting and such request states the business to be brought before the meeting.
- 6.6 Notice of a meeting of the Board, including a special meeting, shall be given by email to the last known email address of the Director no less than ten (10) days prior to such meeting. No error or omission in giving notice of any meeting of the Board or any adjourned meeting thereof, shall invalidate such meeting or make void any proceedings taken thereat and a Director may waive notice of any such meeting and may ratify, approve and confirm any or all proceedings taken or had thereat. The statutory declaration of the Chair that notice has been given shall be sufficient and conclusive evidence of the giving of such notice.
- 6.7 Directors may participate in a meeting of the Board by means of telephone or other communication facilities which permit all persons participating in the meeting to hear each other, and, the Directors participating by those means shall be deemed to be present at the meeting. Notwithstanding any other provision of this By-Law, any person participating in a meeting of the Board pursuant to this clause who is entitled to vote at that meeting

may vote by means of any telephonic, electronic or other communication facility that the Board has made available for that purpose.

6.8 Questions arising at any meeting of the Board shall be decided by Ordinary Resolution, unless otherwise explicitly stated herein or required by the Act. In the event of a tie, the Chair shall have the casting vote.

6.9 A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors, duly called and constituted, and shall relate back to any date therein stated to be the effective date thereof.

## **7. Officers**

7.1 The Officers shall be a chair (the "Chair"), a Past Chair, a vice-chair (the "Vice-Chair"), a secretary-treasurer (the "Secretary-Treasurer"), and any other officers as the Board may by Ordinary Resolution determine (individually, an "Officer" and collectively, the "Officers"). Any two or more offices, except for the offices of Chair and the Vice-Chair may be held by the same person.

7.2 Except as otherwise provided in Clause 7.5, vacant Officer offices shall be appointed from the elected Directors by Ordinary Resolution of the Board Members at the first meeting of the Board following each AGM.

7.3 The Officers, other than the Past Chair, shall hold any office to which they are appointed for a term of one (1) year ("Officer Term") from the date of appointment. The Board may by Ordinary Resolution extend the Officer Term for one additional period of one (1) year.

7.4 The duties of the Officers shall be in accordance with the policies of the Board and shall include the following:

(a) The Chair shall call and chair meetings of the Board and Society. The Chair shall be present at any meeting of the Board, but shall not cast a vote on any matter before the Board unless there is an equality in votes, in which case the Chair shall cast the deciding vote;

(b) The Vice Chair shall take on such obligations and duties of the Chair in the Chairs absence;

(c) Secretary-Treasurer shall enter the minutes of the meetings of the Members or the Board into the books and shall ensure that notice is served to Members, Directors, and auditors. In addition, the Secretary-Treasurer shall ensure that accounting records in accordance with the Act are maintained and may provide the Board with financial report updates;



7.5 The office of an Officer shall be automatically vacated:

- (a) if the Officer resigns from office by delivering a written resignation to the Chair, or in the case of the resignation of the Chair, the Vice Chair;
- (b) if the Officer ceases to be a Director; and
- (c) if at a meeting of the Board, an Ordinary Resolution is passed that the Officer be removed from office;

Provided that if any vacancy shall occur for any reason contained in this Bylaw, the Board by Ordinary Resolution, may fill the vacancy until the first meeting of the Board following the next AGM.

## **8. Chief Executive Officer**

8.1 The Chief Executive Officer shall be the only employee of the Board, shall represent the Society to its Members and the public, shall be responsible to answer to the Board and shall operate under the direction of the Board but shall otherwise be responsible for the day-to-day operations and management of the Society unless otherwise explicitly stated herein or required by the Act. Without limiting the generality of the forgoing, the Chief Executive Officer's responsibilities shall include:

- (a) record keeping of the Society including the maintaining of a current copy of the Bylaws and Membership list;
- (b) delivering notices to the Members in accordance with the Bylaws and the Act;
- (c) organizing meetings of the members and the Board;
- (d) managing the bank accounts of the Society at the direction of the Board;
- (e) maintaining financial records of the Society;
- (f) attending all meetings of the Members and the Board and ensuring that accurate minutes of all such meetings have been duly recorded;
- (g) the control and use of the Society's seal;
- (h) the determination of the powers of Standing Committee, Sub-Committees, Working Groups and Task Forces;

- (i) manage and operate the Society in accordance to Board policies and within such limitations as established by the Board from time to time; and
- (j) such other duties as determined by the Board from time to time.

## **9. Director and Officer Liability and Indemnity**

- 9.1 No Director or Officer of the Society is liable for the acts, receipts, neglects or defaults, or for any loss or expense happening to the Society through the insufficiency or deficiency of title to any property acquired by order of the Board for or on behalf of the Society, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Society shall be invested or contributed, or for any loss or damage arising from the bankruptcy or insolvency or tortious act of any person with whom any monies, securities, or effects of the Society shall be deposited, or for any loss occasioned by an error of judgment or oversight on the Director's part, or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of the Director's office or undertaking or in relation thereto, unless the same happened through the Director's own dishonesty or wilful neglect.
- 9.2 The Society shall indemnify the Directors and Officers, including former Directors and Officers and their respective 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 the Director or Officer in respect of any civil, criminal, administrative, investigative or other action or proceeding in which the director or officer is involved by reason of being or having been a Director or Officer if:
- (a) the Director or Officer acted honestly and in good faith with a view to the best interests of the Society; and
  - (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the Director or Officer had reasonable grounds for believing that the Director's or Officer's conduct was lawful.
- 9.3 The Society shall, at all times, maintain in force a policy of directors and officers liability insurance approved by the Board, from time to time.

## **10. Committees**

- 10.1 The Board shall have the power to create or terminate committees, task forces and working groups and to establish their terms of reference, operating policies and duties and determine their membership, chair, frequency of meetings and involvement of co-opted members and appointed consultants. The Board may, from time to time, establish and authorize a Standing Committee to create committees.

## **11. Nomination of Directors**

- 11.1 The Chief Executive Officer shall act as Returning Officer for the Elections. The Returning Officer shall, at least 21 days prior to the date of the Nomination Meeting, provide notice of such a meeting to the Officers constituting the Nomination Committee.
- 11.2 The Nomination Meeting shall occur thirty (30) days prior to the Annual General Meeting, as applicable. Any nomination of a candidate for Director shall be made at the Nomination Meeting or at the Annual General Meeting and shall be accompanied by a written acceptance signed by the person nominated, or by a verbal declaration stating that the person is eligible to be elected to that position of Director and that the person will accept the position of Director if elected.
- 11.3 In the event that, at the Nomination Meeting, the number of Members nominated for any position of Director is equal to and does not exceed the number required to be elected pursuant to Clause 5.1, the Chief Executive Officer shall declare the nominees so elected as Directors.

## **12. Auditing, Books and Records**

- 12.1 The Board shall at each AGM appoint an auditor, as required by the Act, to audit the books, accounts and records of the Society for report to the Members at the next AGM. Alternatively, and only if directed by the Board, a review engagement shall be carried out annually on the accounts and financial statements of the Society by an auditor appointed by the Board. To the extent the auditor resigns or is unable to perform the audit, the Board may appoint a new auditor. The remuneration of the auditor shall be fixed by the Board.
- 12.2 The books and records of the Society shall be kept at the registered office of the Society and may be inspected by any Member at the AGM or at anytime upon giving reasonable notice and arranging a time satisfactory to the Chief Executive Officer, Officer or Officers having charge of same. Each Director shall at all times have access to such books and records.
- 12.3 Subject to the Act, the fiscal and financial year of the Society shall terminate on the 31<sup>st</sup> day of December in each year.

## **13. Amendment of Bylaws**

- 13.1 The Bylaws of the Society may be repealed or amended by Special Resolution of the Voting Members present at a meeting duly called for the purpose of considering the said Bylaws.

## **14. General**

- 14.1 Save as aforesaid, all terms contained in the Bylaws which are defined in the Act or regulations shall, unless defined herein, have the meaning given to such terms in the Act or regulations thereto. Words importing the singular number include the plural and the converse shall also apply. Words importing gender include the masculine, feminine and neuter genders.
- 14.2 Any notices required pursuant to these Bylaws shall be deemed to have been sufficiently given if provided by e-mail, regular mail or courier addressed to the Member at their latest e-mail address or mail address as shown in the records of the Society. If mailed, such notice shall be deemed to have been received on the third (3rd) day following the date of mailing; if delivered by means of wire or wireless or any other form of transmitted communication, such notice shall be deemed to have been received on the date of transmission, and if delivered personally, on the date of delivery. A member who participates in a Meeting shall be deemed to have received notice thereof.
- 14.3 The headings preceding the clauses of the Bylaws have been inserted for convenience of reference only and shall not be considered or taken into account to constrain the terms or provisions of the Bylaws, nor deemed in any way to qualify, modify or explain the effect of any such terms or provisions.
- 14.4 Words importing the singular number only in these Bylaws shall include the plural number and vice versa and words importing one gender only in the Bylaws shall include individuals, partnerships, corporations and any other entities, legal or otherwise.

***[remainder of page intentionally left blank.]***