

MEMORANDUM OF ASSOCIATION

of the

BEAVER HILLS BIOSPHERE RESERVE LIMITED

1. The name of the Company is Beaver Hills Biosphere Reserve Limited.
2. The objects for which the Company is established are to:
 - a. Promote the protection, conservation, and enhancement of the distinctive and diverse physiographic region identified by the United Nations Education, Scientific and Cultural Organization ("UNESCO") in 2016 as the Beaver Hills Biosphere Reserve (the "Reserve");
 - b. Perform all duties and obligations required to maintain the UNESCO biosphere designation for the Reserve;
 - c. Develop forward thinking plans and initiatives to enhance the protection, conservation and sustainable development of the Reserve;
 - d. Facilitate cooperation and collaboration between all stakeholders supporting and contributing to the advancement of the Company's vision, mission, guiding principles for the protection, conservation, enhancement and sustainable development of the Reserve, including:
 - i. the municipalities with land within the geographic boundaries of the Reserve;
 - ii. the provincial and federal governments, and in particular, the governmental organizations managing park and protected area environments within the Reserve;
 - iii. land owners within the Reserve;
 - iv. cultural, scientific, and environmental groups;
 - v. indigenous groups;
 - vi. academics and research organizations and institutions; and
 - vii. members of the public;
 - e. Identify and pursue relationships with other UNESCO biospheres and other entities with similar or related interests and goals;
 - f. Enhance the regional, provincial, national and international reputation and profile of the Reserve;
 - g. Educate the public about how long term collaborative action advances social, economic, environmental, heritage and cultural goals by contributing to:

- i. healthy environments and ecosystems and ecological integrity;
 - ii. sustainable resource use and management;
 - iii. a bioregional approach to conservation;
 - iv. the protection and study of wildlife and biodiversity;
 - v. increased scientific and traditional knowledge;
 - vi. cultural heritage and landscape character;
 - vii. building sustainable healthy human settlement; and
 - viii. mitigation of climate change effects;
- h. Engage the community in issues of importance to the Reserve through active public consultation;
 - i. Encourage the public to visit the Reserve to enjoy environmentally sustainable and educational activities;
 - j. Apply for and solicit grants and pursue other sources of funding, including charitable funding, to protect the long term financial sustainability of the Reserve;
 - k. Manage the affairs of the Reserve in a financially sustainable and efficient manner such that it has sufficient operating and capital funds and reserves;
 - l. Engage in activities or businesses ancillary to advance the primary objects of the Company;

And the meaning of any of the objects shall not be restricted by reference or information from any other object or the name of the Company or by juxtaposition of two or more objects, and that in the event of any ambiguity, this clause shall be interpreted to widen and not restrict the objects of the Company.

- 3. The Company has all of the powers in section 20 of the *Companies Act*, RSA 2000, c C-21.
- 4. The income and property of the Company shall be applied solely to the advancement of the Company's objects as set out in this Memorandum of Association, and no part thereof may be paid or transferred directly or indirectly, by way or dividend, bonus, or otherwise, for the benefit of any member or members of the Company in their capacity as a member of the Company, provided that nothing in this provision prevents the Company from repaying any loan or indebtedness owed by the Company to a member or to Company employee, director or officer, or the payment of reasonable remuneration for any employee, director or officer for services actually rendered to the Company.
- 5. The liability of the Company's members is limited.

6. Upon winding up or dissolution of the Company, any Company property or assets remaining after all of the Company's debts and liabilities are paid in full shall be distributed to those non-profit organizations established for objects similar to the Company's objects as stated herein, as determined by the Company's Board of Directors or a court, but no part of the remaining property or assets may be given to, delivered to, or otherwise benefit the members.
7. Each member of the Company undertakes to contribute to the assets of the Company in the event that it is wound up while such person is a member, or within one year of the date on which the member ceased to be a member, for the debts and liabilities of the Company and for adjustment of rights and contributions among themselves, and if such amount may be required, it shall not exceed one Canadian dollar (\$1.00).

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company pursuant to this Memorandum of Association and Part 9 of the *Companies Act*, RSA 2000, c C-21.

Subscriber (by its authorized signatories)	Occupation	Address	Witness
STRATHCONA COUNTY Per: <hr/> Name <hr/> Title <hr/> Signature Per: <hr/> Name <hr/> Title <hr/> Signature	Municipal Corporation	2001 Sherwood Drive Sherwood Park, AB T8A 3W7	<hr/> Name <hr/> Signature <hr/> Name <hr/> Signature

Subscriber (by its authorized signatories)	Occupation	Address	Witness
LAMONT COUNTY Per: _____ Name _____ Title _____ Signature Per: _____ Name _____ Title _____ Signature	Municipal Corporation	5303 - 50th Ave Lamont, Alberta T0B 2R0	 _____ Name _____ Signature _____ Name _____ Signature

Subscriber (by its authorized signatories)	Occupation	Address	Witness
LEDUC COUNTY Per: <hr/> Name <hr/> Title <hr/> Signature Per: <hr/> Name <hr/> Title <hr/> Signature	Municipal Corporation	1101-5 th Street Nisku, AB T9E 2X3	<hr/> Name <hr/> Signature <hr/> Name <hr/> Signature