

**MEMORANDUM OF ASSOCIATION  
OF  
EDMONTON AND AREA LAND TRUST**

1. The name of the company is Edmonton and Area Land Trust (the "Company").
  
2. The objects for which the Company is established are for the charitable purposes of conserving and protecting Canada's environmental heritage by undertaking activities that conserve the natural ecosystems and cultural heritage landscapes in the lands comprising the City of Edmonton and the several municipalities that directly border on the City (the "Area") which activities shall focus on maintaining the bio-diversity and ecological integrity of those lands for the public benefit. In so doing the Company may:
  - a. receive and maintain a fund or funds and from time to time to apply all or part of the principal and income to advance the Company's charitable purposes;
  
  - b. conserve, protect and restore the environment, including water resources and natural features, by acquiring or otherwise securing land (including conservation easements) or by funding the acquisition or securement by Qualified Donees of land (including conservation easements);
  
  - c. advance environmentally sound stewardship among landowners in the Area and increase their understanding of the environmental issues pertaining to the area by, among other things, offering courses, seminars, conferences, meetings and programs in connection with environmental issues and by funding similar projects carried on by other Qualified Donees;
  
  - d. educate and increase the public's understanding of the environmental issues pertaining to the Area including by offering courses, seminars, conferences and meetings and collecting and disseminating information on that topic and by funding similar projects carried on by other Qualifier Donee; and

- e. conduct research and fund research conducted by Qualified Donees relating to environmental issues affecting the Area and to disseminate the results of such research to the public.
3. Except as is expressly provided for in this Memorandum, in carrying out the Company's objects, the Company is entitled to exercise any of those powers set forth in section 20(1) of the *Companies Act* (Alberta) with the exception of subsection 20(1) (L) which is specifically excluded.
4. The income and property of the Company must be applied solely towards the promotion of its objects as set forth in this Memorandum of Company. None of the income or property is to be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to its members. Nothing in this Memorandum prevents payment, in good faith, of reasonable and proper remuneration to any member of the Company in return for any services actually rendered to the Company, otherwise than services rendered as a director or officer of the Company.
5. The liability of the members of the Company is limited.
6. Each member of the Company undertakes to contribute to the assets of the Company in the event that it is wound-up while that person is a member of the Company, or within one year after that member ceases to be a member, for the debts and liabilities of the Company contracted before that member ceased to be a member, and the costs, charges and expenses of winding-up, and for adjustment of the rights and contributories among themselves, such amount, as may be required, not exceeding the sum of \$1.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in accordance with this Memorandum of Association.

DATED at Edmonton, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**NAME, ADDRESS & OCCUPATION**

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WITNESS:  
Witness Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
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WITNESS:  
Witness Name: \_\_\_\_\_  
Witness Address: \_\_\_\_\_  
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