

AMENDED AND RESTATED AMALGAMATION AGREEMENT

BETWEEN

CENTRE FOR SUICIDE PREVENTION, 2005

AND

THE CANADIAN MENTAL HEALTH ASSOCIATION, ALBERTA DIVISION, 1984

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AMENDED AND RESTATED AMALGAMATION AGREEMENT

THIS AMENDED AND RESTATED AMALGAMATION AGREEMENT dated effective as of March 22, 2024, as amended and restated on July 31, 2024,

BETWEEN:

CENTRE FOR SUICIDE PREVENTION, 2005,
a company existing under the laws of the Province of Alberta ("**CSP**")

- and -

THE CANADIAN MENTAL HEALTH ASSOCIATION, ALBERTA DIVISION, 1984,
a company existing under the laws of the Province of Alberta ("**CMHA**")

WHEREAS:

- A. CSP is a company limited by guarantee incorporated under the *Companies Act* (Alberta) (the "**Companies Act**") on July 28, 2005 with Corporate Access Number 5111882931;
- B. CMHA is a company limited by guarantee incorporated under the *Companies Act* on March 22, 1984 with Corporate Access Number 513118992;
- C. Both CSP and CMHA are registered as charitable organizations in accordance with the provisions of the *Income Tax Act* (Canada) (the "**Tax Act**");
- D. The parties hereto (each an "**Amalgamating Company**" and collectively the "**Amalgamating Companies**") wish to amalgamate pursuant to Section 172 of the *Companies Act* (the "**Amalgamation**") for the purpose of forming one company (the "**Amalgamated Company**") to continue the activities heretofore carried on by each of the Amalgamating Companies, such Amalgamation to be upon the terms and conditions set out herein;
- E. The Amalgamating Companies previously entered into an agreement dated as of March 22, 2024 setting out the terms and conditions of the Amalgamation (the "**Original Agreement**").
- F. The Amalgamating Companies now wish to amend and restate the Original Agreement on the terms and conditions set forth herein.
- G. The Amalgamating Companies intend to affect an "amalgamation" as that term is used and understood by the CRA's Charities Directorate, being that, (i) when the Amalgamating Companies amalgamate they bring their membership, assets, and liabilities into the entity that emerges, and (ii) the Amalgamating Companies do not cease to exist or dissolve, rather the Amalgamating Companies no longer have separate identities and they continue to exist within a single entity (the Amalgamated Company); and
- H. Each of the Amalgamating Companies has made full disclosure to each of the others of all its assets and liabilities.

NOW THEREFORE in consideration of the mutual agreements, covenants and conditions herein contained, the parties hereto agree each with the other as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement and the recitals hereto, except as expressly provided or as the context otherwise requires:

- (a) "**Agreement**" means this agreement including any recitals and Schedules to this agreement dated effective as of March 22, 2024, as amended and restated effective on July 31, 2024, and as may be further amended, supplemented or restated from time to time;
- (b) "**Amalgamated Company**" has the meaning set out in the recitals hereto;
- (c) "**Amalgamating Company**" and "**Amalgamating Companies**" have the meaning set out in the recitals hereto;
- (d) "**AHS Approval**" means the written consent of Alberta Health Services to the Amalgamation pursuant to the terms of the agreement for provision of addiction & mental health services dated July 1, 2018, as amended, AHS Reference #: CLM204277;
- (e) "**Amalgamation**" has the meaning set out in the recitals hereto;
- (f) "**Applicable Law**" in respect of any Person, property, transaction or event, means all present and future laws, statutes, ordinances, regulations, municipal by-laws, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event and all general principles of common law and equity;
- (g) "**Articles of Association**" means the articles of association of the Amalgamated Company, substantially in the form set out in Schedule B to this Agreement;
- (h) "**Assets**" means all property and assets of each Amalgamating Company of every nature and kind and wheresoever situate;
- (i) "**Best Efforts**" means the efforts that a prudent Person who desires to complete the transaction contemplated herein would use in similar circumstances to ensure that a closing occurs as expeditiously as possible but without the necessity of assuming any material obligations or paying any material amounts to third parties;
- (j) "**Board**" means the board of directors of the Amalgamated Company;
- (k) "**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Registrar of Companies pursuant to Section 172(10) of the Companies Act giving effect to the Amalgamation;

- (l) "**City of Calgary Approval**" means the notice of Amalgamation and subsequent written waiver of The City of Calgary to the termination right afforded thereto in connection with the Amalgamation pursuant to the terms of the mill rate grant agreement between The City of Calgary and CSP dated December 1, 2023;
- (m) "**CMHA**" has the meaning set out in the recitals hereto;
- (n) "**CMHA Articles of Association**" has the meaning set out in Section 10.7(b);
- (o) "**CMHA Members**" means the members of CMHA;
- (p) "**CMHA Members' Meeting**" means the meeting of the CMHA Members, including any adjournment or postponement thereof, that is to be convened as provided in Section 172(4) of the Companies Act to consider, and if deemed advisable, approve, the CMHA Members' Resolution;
- (q) "**CMHA Members' Resolution**" means the resolution of the CMHA Members approving the Amalgamation and this Agreement, to be considered at the CMHA Members' Meeting by the CMHA Members entitled to vote thereon in accordance with the Companies Act;
- (r) "**CMHA National**" has the meaning set out in Section 10.5;
- (s) "**CMHA National Approval**" means the written approval of CMHA National of the Amalgamation pursuant to the terms of the national/division agreement between CMHA National and CMHA dated May 19, 2023;
- (t) "**CMHA Notice of Meeting**" means the notice of the CMHA Members' Meeting to be sent to each CMHA Member and other Persons as required by Applicable Law in connection with the CMHA Members' Meeting, as amended, supplemented or otherwise modified from time to time;
- (u) "**Companies Act**" has the meaning set out in the recitals hereto;
- (v) "**CRA**" means the Canada Revenue Agency;
- (w) "**CRA Notification**" means the written notification provided to the CRA Charities Directorate of the Amalgamation and the proposed charitable objects of the Amalgamated Company as outlined in the Memorandum of Association, substantially in the form attached as Schedule A to this Agreement;
- (x) "**CSP**" has the meaning set out in the recitals hereto;
- (y) "**CSP Members**" means the members of CSP;
- (z) "**CSP Members Meeting**" means the meeting of the CSP Members, including any adjournment or postponement thereof, that is to be convened as provided in Section 172(4) of the Companies Act to consider, and if deemed advisable, approve, the CSP Members' Resolution;

- (aa) "**CSP Members' Resolution**" means the resolution of the CSP Members approving the Amalgamation and this Agreement, to be considered at the CSP Members' Meeting by the CSP Members entitled to vote thereon in accordance with the Companies Act;
- (bb) "**CSP Notice of Meeting**" means the notice of the CSP Members' Meeting to be sent to each CSP Member and other Persons as required by Applicable Law in connection with the CSP Members' Meeting, as amended, supplemented or otherwise modified from time to time;
- (cc) "**Effective Date of Amalgamation**" means the date shown on the Certificate of Amalgamation;
- (dd) "**First Directors**" has the meaning set out in Section 6.2;
- (ee) "**First Members**" has the meaning set out in Section 5.1;
- (ff) "**Funding Arrangements**" means all funding agreements, donor agreements, grant agreements, contribution agreements, investment agreements, and any other similar agreement, arrangement or understanding;
- (gg) "**GAAP**" means Canadian accounting standards for not-for-profit organizations, including the principles and standards set forth in the Part III of the *CPA Canada Handbook – Accounting, Accounting Standards for Not-for-Profit Organizations* published by CPA Canada or any successor institute;
- (hh) "**Governmental Authority**" means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;
- (ii) "**Interim Period**" means the period between the date of this Agreement and the Effective Date of Amalgamation;
- (jj) "**Member Approval**" means approval of the Amalgamation and this Agreement by the members of an Amalgamating Company as required by the Companies Act and such company's constating documents;
- (kk) "**Memorandum of Association**" means the memorandum of association of the Amalgamated Company, substantially in the form set out in Schedule A to this Agreement;
- (ll) "**Notice Date**" has the meaning set out in Section 10.7(a);
- (mm) "**Original Agreement**" has the meaning set out in the recitals hereto;
- (nn) "**Outside Date**" means December 31, 2024, or such other date as may be mutually agreed to in writing by the Amalgamating Companies;
- (oo) "**Person**" means any natural person, sole proprietorship, partnership, corporation, company, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature;

- (pp) **"Programs"** means any and all programs and activities operated or carried on by each Amalgamating Company immediately prior to the Effective Date of Amalgamation including, but not limited to, programs designed to further such Amalgamating Company's charitable objects as outlined in the Amalgamating Company's respective memorandum of association;
- (qq) **"Regional Affiliation Agreements"** means, collectively, the affiliation agreements between CMHA and each of its active Regions in effect from time to time;
- (rr) **"Region"** means an association, society, corporation, trust, or other similar body or group that is not a natural person that is a registered charitable organization formed to serve a region within Alberta as contemplated in the CMHA Articles of Association, and that is party to a valid and subsisting Regional Affiliation Agreement;
- (ss) **"Required Approvals"** means the Member Approval, AHS Approval, CMHA National Approval, City of Calgary Approval and any other approvals, waivers, authorizations or consents by any Governmental Authority or other Person and declarations, filings or registrations with any Governmental Authority or other Person required in connection with the entering into and the performance of this Agreement;
- (tt) **"Tax"** or **"Taxes"** includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Authority (including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services or other value added, excise, customs, anti-dumping, stumpage, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges) together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges; and
- (uu) **"Tax Act"** has the meaning set out in the recitals hereto.

1.2 Construction and Interpretation

The division of this Agreement into Sections, the insertion of headings and the provision of a table of contents are for convenience only, do not form a part of this Agreement and will not be used to affect the construction or interpretation of this Agreement. Unless otherwise specified:

- (a) each reference in this Agreement to "Section" and "Schedule" is to a Section of, and a Schedule to, this Agreement;
- (b) each reference to a statute is deemed to be a reference to that statute, and to the regulations made under that statute, as amended or re-enacted from time to time;
- (c) words importing the singular include the plural and vice-versa and words importing gender include all genders;
- (d) references to time of day or date mean the local time or date in Calgary, Alberta;

- (e) all references to amounts of money mean lawful currency of Canada; and
- (f) an accounting term has the meaning assigned to it, and all accounting matters will be determined, in accordance with GAAP consistently applied.

1.3 Use of the Words "Knowledge"

The words "**knowledge**", "**to their knowledge**", or "**of which they are aware**" or other expressions limiting the scope of any representation, warranty, acknowledgement, covenant or statement by an Amalgamating Company means that the Amalgamating Company has reviewed all records, documents and other similar information in its possession or under its control which would be regarded as reasonably relevant to the matter and have made appropriate enquiries of the directors or senior officers of the Amalgamating Company. For greater certainty, (i) the Interim Chief Executive Officer of CHMA shall not be included within the category of senior officers of CMHA for purposes of this Section 1.3, (ii) no knowledge, whether actual, deemed, imputed or inferred shall be attributed to such individual on behalf of CMHA as a result of her role as Interim Chief Executive Officer of CMHA, and (iii) such individual shall be included as an officer for purposes of this Section 1.3 solely in her capacity as Chief Executive Officer of CSP.

2. AMALGAMATION

The Amalgamating Companies hereby agree to amalgamate pursuant to Section 172 of the Companies Act and to continue as one company limited by guarantee as of the Effective Date of Amalgamation, under the terms and conditions set out in this Agreement.

3. NAME OF AMALGAMATED COMPANY

The name of the Amalgamated Company will be "The Canadian Mental Health Association Alberta Division and Centre for Suicide Prevention".

4. CHARITABLE OBJECTS AND ACTIVITIES

4.1 Charitable Objects

The charitable objects of the Amalgamated Company on the Effective Date of Amalgamation will be the charitable objects set out in the Memorandum of Association, substantially in the form attached as Schedule A to this Agreement, provided that such charitable objects may be amended by mutual written agreement of the Parties in order to reflect any requirements imposed by the CRA concerning the Amalgamated Company's status as a registered charity under the Tax Act.

4.2 Restrictions on Activities

The activities carried on by the Amalgamated Company will be restricted to charitable activities carried on in furtherance of the Amalgamated Company's charitable objects set out in the Memorandum of Association, substantially in the form attached as Schedule A.

4.3 Memorandum of Association

The Memorandum of Association of the Amalgamated Company on the Effective Date of

Amalgamation will be substantially in the form attached as Schedule A to this Agreement.

4.4 Articles of Association

The Articles of Association of the Amalgamated Company on the Effective Date of Amalgamation will be substantially in the form attached as Schedule B to this Agreement.

4.5 Registered Office

The registered office of the Amalgamated Company will be located at CMHA, Alberta Division Head Office, The Devonian Building, Suite 370, 11150 Jasper Avenue, Edmonton, Alberta, T5K 0C7. The registered office may be subsequently altered in accordance with the Articles of Association and the Companies Act.

4.6 CRA Notification

Following the execution of this Agreement, the Amalgamating Companies will jointly prepare and submit a written notification to the CRA of the Amalgamation, which notification shall include the proposed charitable objects of the Amalgamated Company, together with a detailed description of the proposed charitable activities of the Amalgamated Company, and such other information as may be required to obtain written approval from the CRA to the Amalgamation and the proposed charitable objects of the Amalgamated Company. For clarity, such written approval from the CRA may be received following the Effective Date of the Amalgamation.

5. MEMBERSHIP

5.1 Composition of Membership

The Amalgamated Company will have no greater than 32 members. On the Effective Date of Amalgamation, the initial members of the Amalgamated Company (the "**First Members**") will be those Persons listed in Schedule C of this Agreement (as such Schedule may be updated by the mutual written consent of the Amalgamating Companies prior to the Notice Date) or such other members as may be appointed in writing by CSP or CMHA, which, for greater certainty, will initially be those three (3) organizations selected by CSP, the three (3) organizations selected by CMHA and the three (3) organizations selected by CSP and CMHA prior to the Effective Date of the Amalgamation. Following the Effective Date of the Amalgamation, a Person may be appointed and accepted as a member of the Amalgamated Company in accordance with the Articles of Association.

5.2 Conversion of Existing Membership

On the Effective Date of Amalgamation:

- (a) each First Member will be appointed as a member of the Amalgamated Company until the expiry of their respective initial term of membership set out opposite that Person's name in Schedule C of this Agreement, or as otherwise indicated at the time of such Members' appointment per Section 5.1, unless such Person otherwise sooner ceases to be a member in accordance with the Articles of Association; and

- (b) each Person that is a member of either Amalgamating Company and is not also a First Member as of the Effective Date of the Amalgamation will be deemed to have immediately resigned from the membership of their respective Amalgamating Company and will not continue as a member in the Amalgamated Company.

5.3 Transfer of Membership

Membership in the Amalgamated Company is not transferrable by a member.

5.4 Voting Rights of Members

Subject to the Articles of Association, all members of the Amalgamated Company will be entitled to a vote on matters for determination by the membership, whether at meetings of members or otherwise in accordance with the Articles of Association and the Companies Act.

5.5 Resignation or Cessation of Membership

A Person will cease to be a member of the Amalgamated Company in accordance with the Articles of Association. A member may resign from membership in accordance with the Articles of Association.

5.6 First Annual General Meeting

The first annual general meeting of the Amalgamated Company will be held no later than September 30, 2025 and thereafter in accordance with the applicable requirements of the Articles of Association and the Companies Act.

6. MANAGEMENT

6.1 Board of Directors

The management and operations of the Amalgamated Company will be under the control of the Board from time to time, subject to the Articles of Association and the Companies Act.

6.2 Composition of the Board

The Board of the Amalgamated Company will be comprised of no fewer than eleven (11) and no greater than fourteen (14) directors. On the Effective Date of Amalgamation, the initial directors of the Board will be those individuals listed in Schedule C of this Agreement (the "**First Directors**"). The full names and addresses of the First Directors, as well as the names of the initial Board Co-Chairs, are set out in Schedule C. Following the Effective Date of Amalgamation, an individual may be nominated and elected as a director of the Board or as the chair of the Board in accordance with the Articles of Association.

6.3 Conversion of Existing Board

On the Effective Date of Amalgamation:

- (a) each individual who is a First Director will be appointed as a director of the Amalgamated Company in accordance with this Agreement and the Companies Act; and

- (b) each individual who is a director of an Amalgamating Company and who is not also a First Director will be deemed to have immediately resigned as a director of their respective Amalgamating Company and will not continue as a director of the Amalgamated Company.

6.4 Term of First Directors

The First Directors will continue as directors of the Board for the term set out opposite that director's name in Schedule C of this Agreement and in accordance with the Articles of Association. Subsequent directors will be nominated and elected in accordance with the Articles of Association.

6.5 Officers and other Positions

On the Effective Date of Amalgamation, the Chief Executive Officer of the Amalgamated Company will be the individual designated as such in Schedule C to this Agreement and this position will have the duties and responsibilities set out in the Articles of Association.

6.6 Registration Numbers

The Amalgamating Companies intend for the Amalgamated Company to continue with the charitable registration number (and all other CRA program accounts) belonging to CMHA and, immediately following the Effective Date of Amalgamation, the Amalgamated Company will advise the CRA to update its records accordingly.

7. DISSOLUTION

In the event that the Amalgamated Company should at any time be wound up or dissolved, the remaining assets after payment of all debts and liabilities shall be distributed in accordance with the Articles of Association, the Tax Act and the Companies Act.

8. FINANCIAL MATTERS

8.1 Fiscal Year End

The financial year end of the Amalgamated Company will be March 31st of each year, until changed by the directors of the Amalgamated Company.

8.2 Assets, Liabilities and Surpluses

The assets, liabilities and surpluses of the Amalgamated Company will be the aggregate of the assets, liabilities and surpluses of the Amalgamating Companies, all as appearing from their respective books on the Effective Date of Amalgamation. Without restricting the generality of the foregoing, the Amalgamated Company will be seized of and will hold and possess all the property, rights and privileges and be subject to all the liabilities, contracts and debts (except amounts recoverable from or payable by one of the Amalgamating Companies to the other, which amounts will be cancelled) of each Amalgamating Company and all rights of creditors to obtain payment of their claims and all the property, rights and privileges of the parties hereto liable for such claims, and all liens upon the property, rights and privileges of the Amalgamating Companies will be unimpaired by the Amalgamation and all liabilities, contracts and debts of each of the Amalgamating Companies will

thenceforth attach to and be enforceable against the Amalgamated Company to the same extent as if the liabilities, contracts and debts had been incurred or contracted by it.

9. REPRESENTATIONS AND WARRANTIES OF AMALGAMATING COMPANIES

9.1 CSP Representations and Warranties

CSP represents and warrants that:

- (a) **Incorporation.** CSP is duly incorporated, organized and existing under the laws of the Province of Alberta, has been duly incorporated as a company limited by guarantee under the Companies Act and is a valid and subsisting company in good standing with respect to filing of annual returns with the Registrar of Companies of Alberta;
- (b) **CSP Tax Matters.**
 - (i) CSP is a "charitable organization" within the meaning assigned to such term by subsection 149.1(1) of the Tax Act and its registration number is 82328 0870 RR 0001;
 - (ii) CSP has paid in full and when due all Taxes required to be paid by it;
 - (iii) CSP has prepared and filed when due with each relevant taxing authority all Tax returns and Tax information returns, including, without limitation, all T3010 "Registered Charity Information Return" and T1235 "Directors/Trustees and Like Officials Worksheet" required to be filed by or on behalf of it. All such Tax returns and Tax information returns are correct and complete in all material respects, and no material fact has been omitted therefrom;
 - (iv) CSP has withheld from each payment made to any person, including any of its present or former employees and, in respect of other payments, to all Persons who are or are deemed to be non-residents of Canada for purposes of the Tax Act all amounts required by Applicable Laws to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Governmental Authority. CSP has remitted all Canada Pension Plan contributions, employment insurance premiums and other Taxes payable by it in respect of its employees to the appropriate Governmental Authority within the time required under Applicable Law; and
 - (v) CSP has acquired and used all of its Assets exclusively in furtherance of its "charitable activities", within the meaning assigned to such term by subsection 149.1(1) of the Tax Act, and not for the purpose of making supplies of goods and services which are taxable supplies under the *Excise Tax Act* (Canada). CSP is not registered for goods and services tax purposes under Part IX of the *Excise Tax Act* (Canada);

- (c) **Corporate Power.** CSP has the corporate power to own, lease and operate its property, carry on the activities presently operated by CSP and perform its obligations, if any, under this Agreement;
- (d) **Authority.** CSP has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to implement this Agreement. The execution and delivery of this Agreement by CSP has been duly authorized by the board of directors of CSP; and
- (e) **Charter Documents.** The memorandum of association and the articles of association of CSP have not been altered since July 28, 2005.

9.2 CMHA Representations and Warranties

CMHA represents and warrants that:

- (a) **Incorporation.** CMHA is duly incorporated, organized and existing under the laws of the Province of Alberta, has been duly incorporated as a company limited by guarantee under the Companies Act and is a valid and subsisting company in good standing with respect to filing of annual returns with the Registrar of Companies of Alberta;
- (b) **CMHA Tax Matters.**
 - (i) CMHA is a "charitable organization" within the meaning assigned to such term by subsection 149.1(1) of the Tax Act and its registration number is 10686 3491 RR 0001;
 - (ii) CMHA has paid in full and when due all Taxes required to be paid by it;
 - (iii) CMHA has prepared and filed when due with each relevant taxing authority all Tax returns and Tax information returns, including, without limitation, all T3010 "Registered Charity Information Return" and T1235 "Directors/Trustees and Like Officials Worksheet" required to be filed by or on behalf of it. All such Tax returns and Tax information returns are correct and complete in all material respects, and no material fact has been omitted therefrom;
 - (iv) CMHA has withheld from each payment made to any person, including any of its present or former employees and, in respect of other payments, to all Persons who are or are deemed to be non-residents of Canada for purposes of the Tax Act all amounts required by Applicable Laws to be withheld, and has remitted such withheld amounts within the prescribed periods to the appropriate Governmental Authority. CMHA has remitted all Canada Pension Plan contributions, employment insurance premiums and other Taxes payable by it in respect of its employees to the appropriate Governmental Authority within the time required under the Applicable Law; and
 - (v) CMHA has acquired and used all of its Assets exclusively in furtherance of its "charitable activities", within the meaning assigned to such term by subsection

149.1(1) of the Tax Act, and not for the purpose of making supplies of goods and services which are taxable supplies under the *Excise Tax Act* (Canada). CMHA is not registered for goods and services tax purposes under Part IX of the *Excise Tax Act* (Canada);

- (c) **Corporate Power.** CMHA has the corporate power to own, lease and operate its property, carry on the activities presently operated by CMHA and perform its obligations, if any, under this Agreement;
- (d) **Authority.** CMHA has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to implement this Agreement. The execution and delivery of this Agreement by CMHA has been duly authorized by the board of directors of CMHA; and
- (e) **Charter Documents.** The memorandum of association of CMHA and the CMHA Articles of Association have not been altered since June 24, 1988 and June 23, 2008, respectively.

9.3 General Representations

Each Amalgamating Company represents and warrants to and for the benefit of the other that:

- (a) **Assets.** The Amalgamating Company has good and marketable title to and possession of all Assets used by the Amalgamating Company to carry out its activities;
- (b) **Compliance with Laws.** To its knowledge, the Amalgamating Company is not in breach of Applicable Laws to which it is subject or which apply to it;
- (c) **Material Adverse Effect.** The Amalgamating Company has not experienced, and the Amalgamating Company is not aware of, any occurrence or event which has had, or might reasonably be expected to have, a material adverse effect on its activities or the results of its operations;
- (d) **No Conflict.** The making of this Agreement and the completion of the transactions contemplated hereby and the performance of and compliance with the terms hereof does not conflict with or result in the breach of, or the acceleration of, (i) any terms, provisions or conditions of or constitute a default under the memorandum of association or articles of association of the Amalgamating Company, (ii) any indenture, mortgage, deed of trust, agreement, lease, franchise, certificate, or other instrument to which the Amalgamating Company is a party or is bound, or (iii) subject to compliance with the Companies Act, any Applicable Law;
- (e) **Enforceability.** This Agreement has been duly executed and delivered by each Amalgamating Company and is a legal, valid and binding obligation of such Amalgamating Company, enforceable against such Amalgamating Company in accordance with its terms;

- (f) **Insurance.** The Amalgamating Company maintains insurance policies insuring the Amalgamating Company and the Assets against loss or damage by all insurable hazards or risks on a replacement cost basis as is reasonably prudent for a company, corporation, entity or organization operating similar activities to that of the Amalgamating Company;
- (g) **Subsidiaries.** The Amalgamating Company does not have any subsidiaries within the meaning given to that term in the Companies Act;
- (h) **Litigation.** Except as disclosed to the other Amalgamating Company, there are no actions, suits, proceedings or investigations by any Governmental Authority or other persons pending or, to the knowledge of the Amalgamating Company, threatened, affecting or that would reasonably be expected to affect the Amalgamating Company or affecting, or that would reasonably be expected to affect any of its Assets, under Applicable Law or before or by any court or Governmental Authority which action, suit, proceeding or investigation involves a possibility of any judgment against or liability of the Amalgamating Company or which, if successful, could impede the ability of the Amalgamating Company to consummate the Amalgamation;
- (i) **Financial Statements.** The audited financial statements of the Amalgamating Company as at and for the year ended March 31, 2023 were prepared in accordance with GAAP, and fairly present in all material respects the financial position, results of operations, cash flows, and changes in net assets of the Amalgamating Company for the period then ended and reflect appropriate and adequate reserves in respect of contingent liabilities, if any, of the Amalgamating Company; and
- (j) **Absence of Undisclosed Liabilities.** The Amalgamating Company has no material obligations or liabilities of any nature (matured or unmatured, fixed or contingent), other than:
 - (i) those set forth or adequately provided for in the audited consolidated financial statements of the Amalgamating Company as at and for the year ended March 31, 2023;
 - (ii) those incurred in the ordinary course of business and not required to be set forth in the financial statements referred to in subsection (i) under GAAP; and
 - (iii) those incurred in the ordinary course of business since the date of the financial statements referred to in subsection (i) and consistent with past practice.

9.4 Survival

The representations and warranties of the parties contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Date of Amalgamation and the date on which this Agreement is terminated in accordance with Section 12.4.

10. PRE AND POST CLOSING COVENANTS

10.1 Conduct of Activities during Interim Period

During the Interim Period, each Amalgamating Company will carry on its activities in the ordinary and normal course in a prudent and efficient manner and substantially in accordance with the procedures and practices in effect on the date of this Agreement. Without limiting the generality of the foregoing, during the Interim Period each Amalgamating Company will not without the prior consent in writing of the other Amalgamating Company:

- (a) enter into any contract or assume or incur any liability relating to or in any way affecting the Programs, services or operations of the Amalgamating Company outside of the ordinary course of its charitable activities;
- (b) waive, release, relinquish or surrender any material right in connection with its Programs, services or operations;
- (c) except as would not have an adverse effect on the Amalgamating Company, amend or terminate any Funding Arrangements or agree to or implement and restrictions on the use of funds received thereunder;
- (d) take any actions, or knowingly permit inaction, that in either case could reasonably be expected to have an adverse effect on the status of the Amalgamating Company as a "charitable organization" within the meaning assigned to such term by subsection 149.1(1.1) of the Tax Act;
- (e) use any of its Assets except in furtherance of its "charitable activities", within the meaning assigned to such term by subsection 149.1(1) of the Tax Act, or for the purpose of making supplies of goods and services which are taxable supplies under the *Excise Tax Act* (Canada);
- (f) make any capital expenditures or commitment therefor in connection with its Programs, services or operations;
- (g) hire or terminate any Person, other than for cause, or increase or improve any compensation, pension, bonus or other benefit to, or for the benefit of, any employee, director or officer of the Amalgamating Company except in the ordinary course of operations and consistent with prior practice; or
- (h) alter the memorandum of association or articles of association of the Amalgamating Company,

and each Amalgamating Company will:

- (i) maintain insurance on its Assets as they are insured on the date hereof;
- (j) do all necessary repairs and maintenance to its Assets and take reasonable care to protect and safeguard those Assets; and

- (k) duly and on a timely basis file all Tax returns and Tax information returns required to be filed by or on behalf of it, including, without limitation, all T3010 "Registered Charity Information Return" and T1235 "Directors/Trustees and Like Officials Worksheet", and all such Tax returns and Tax information returns shall be true, correct and complete in all material respects, and no material fact shall be omitted therefrom.

10.2 Consents and Authorizations

Before the Effective Date of Amalgamation, each Amalgamating Company will use its Best Efforts to obtain all Required Approvals in form and terms satisfactory to counsel for each Amalgamating Company as are necessary or required in order to permit the Amalgamation.

10.3 Notice of Untrue Representation or Warranty

Each Amalgamating Company will promptly notify the other Amalgamating Company, if any representation made by it in this Agreement becomes untrue or incorrect during the Interim Period and such notice will set out particulars of the untrue or incorrect representation and details of any actions being taken to rectify that state of affairs.

10.4 Actions to Satisfy Closing Conditions

Each Amalgamating Company will take all such actions as are within its power to control and use its Best Efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions contained in this Agreement and ensuring that during the Interim Period and at the Effective Date of Amalgamation, there is no breach of any of its representations, warranties or covenants.

10.5 Preservation of CSP Programs and Brand

- (a) **Operating Model.** Upon the Amalgamating Companies utilizing Best Efforts to obtain the necessary approvals, authorizations and consents from The Canadian Mental Health Association ("**CMHA National**"), if applicable, and upon completion of the Amalgamation, the Amalgamated Company will use its Best Efforts to maintain the Programs and brand of CSP and to utilize the administrative infrastructure of the Amalgamated Company to promote the distinctive brand and programming of CSP.
- (b) **Brand.** Upon the Amalgamating Companies utilizing Best Efforts to obtain the necessary approvals, authorizations and consents from CMHA National, if applicable, and upon completion of the Amalgamation, the Amalgamated Company shall use its Best Efforts to maintain CSP's brand as a Program under the Amalgamated Company's operations, with its own independent logo and branded Assets. The name of the Amalgamated Company shall be "The Canadian Mental Health Association, Alberta Division and Centre for Suicide Prevention". The Amalgamated Company may, when introducing and speaking of the Amalgamated Company, utilize verbal communication that references the Amalgamated Company as "CMHA Alberta Division – Home of Centre for Suicide Prevention". The Amalgamated Company shall further recognize CSP as distinct institute within the Amalgamated Company and externally.

10.6 CSP Members' Meeting

- (a) CSP shall, as promptly as reasonably practicable, duly convene and conduct the CSP Members' Meeting in accordance with the Companies Act and its constituting documents, and CSP shall not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the CSP Members' Meeting without the prior written consent of CMHA, except as required for quorum purposes (in which case the CSP Members' Meeting shall be adjourned or postponed and not cancelled).
- (b) CSP shall as promptly as reasonably practicable prepare and complete, in consultation with CMHA, the CSP Notice of Meeting, together with any other documents required by Applicable Law in connection with the CSP Members' Meeting and the Amalgamation, and CSP shall cause the CSP Notice of Meeting and such other documents to be sent to each CSP Member and other Persons as required by Applicable Law using all Best Efforts so as to permit the CSP Members' Meeting to be held as soon as reasonably practicable.
- (c) CSP shall allow CMHA and its legal counsel a reasonable opportunity to review and comment on drafts of the CSP Notice of Meeting and other related documents, and shall give reasonable consideration to any comments made by CMHA and its legal counsel.

10.7 CMHA Members' Meeting

- (a) In accordance with the Regional Affiliation Agreements, CMHA shall provide a copy of the Memorandum of Association and the Articles of Association, as contained in Schedule A and Schedule B to this Agreement, respectively, to each of the active Regions as soon as practicable upon the execution of this Agreement (the "**Notice Date**").
- (b) In accordance with the Companies Act, the articles of association of CMHA dated March 21, 1984, as amended (the "**CMHA Articles of Association**"), and the Regional Affiliation Agreements, CMHA shall duly call and give notice of the CMHA Members' Meeting pursuant to the CMHA Notice of Meeting as promptly as reasonably practicable upon the earlier of: (i) ninety (90) days after the Notice Date; and (ii) such earlier date as may be agreed between CMHA and each of the active Regions in writing, as applicable.
- (c) CMHA shall, as promptly as reasonably practicable, duly convene and conduct the CMHA Members' Meeting in accordance with the Companies Act and the CMHA Articles of Association, and CMHA shall not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the CMHA Members' Meeting without the prior written consent of CSP, except as required for quorum purposes (in which case the CMHA Members' Meeting shall be adjourned or postponed and not cancelled).
- (d) CMHA shall as promptly as reasonably practicable prepare and complete, in consultation with CSP, the CMHA Notice of Meeting, together with any other

documents required by Applicable Law in connection with the CMHA Members' Meeting and the Amalgamation, and CMHA shall cause the CMHA Notice of Meeting and such other documents to be sent to each CMHA Member and other Persons as required by Applicable Law using all Best Efforts so as to permit the CMHA Members' Meeting to be held as soon as reasonably practicable.

- (e) CMHA shall allow CSP and its legal counsel a reasonable opportunity to review and comment on drafts of the CMHA Notice of Meeting and other related documents, and shall give reasonable consideration to any comments made by CSP and its legal counsel.

11. CONDITIONS OF AMALGAMATION

11.1 Mutual Conditions of Amalgamation

Each Amalgamating Company's obligation to carry out the terms of this Agreement and to complete the Amalgamation is subject to the conditions, each waivable unilaterally by each Amalgamating Company in its sole discretion, that:

- (a) the representations and warranties of the other Amalgamating Company contained in this Agreement or in any certificate or other document delivered to such Amalgamating Company pursuant hereto will be true and correct in all material respects on or as of the Effective Date of Amalgamation with the same force and effect as if such representations and warranties had been made on and as of the Effective Date of Amalgamation;
- (b) all the obligations of the other Amalgamating Company under this Agreement to be performed at or before the Effective Date of Amalgamation will have been so performed;
- (c) the CSP Members' Resolution shall have been passed by a majority of not less than 75% of the votes of those CSP Members who, if entitled to do so, vote in person or by proxy at the CSP Members' Meeting in accordance with the Companies Act;
- (d) the CMHA Members' Resolution shall have been passed by a majority of not less than 75% of the votes of those CMHA Members who, if entitled to do so, vote in person or by proxy at the CMHA Members' Meeting in accordance with the Companies Act;
- (e) all Required Approvals shall have been made, given or obtained, as the case may be, on terms and conditions satisfactory to the Amalgamating Company, acting reasonably, and any such approval shall be in full force and effect and shall not have been modified or invalidated in any matter;
- (f) at the Effective Date of Amalgamation, there will have been no material adverse change in the affairs, Assets, liabilities, financial condition or activities (financial or otherwise) of the other Amalgamating Company since the date of this Agreement, except as expressly contemplated by this Agreement;

- (g) Mara Grunau and CMHA (as a predecessor to the Amalgamated Company) shall have entered into an executive employment agreement relating to Ms. Grunau's appointment as Chief Executive Officer of the Amalgamated Company with terms and conditions mutually agreed to by the Amalgamating Companies; and
- (h) no action or proceeding by law or in equity will be pending or threatened by any Person to enjoin or prohibit: (i) the Amalgamation; or (ii) the right of the Amalgamated Company to conduct the activities and operations as have been carried on in the past by the Amalgamating Companies.

12. MISCELLANEOUS

12.1 Effectiveness

The amendment and restatement of the Original Agreement shall have the same legal force and effect as if such amendment and restatement had occurred and was effected for all purposes hereof as of March 22, 2024. For the avoidance of doubt, all references herein to terms such as "date of this Agreement", "date hereof" or words of similar effect shall be deemed to refer to March 22, 2024.

12.2 Filing of Documents

Subject to the terms and conditions of this Agreement, the Amalgamating Companies shall jointly file, or cause to be filed, with the Registrar of Companies, this Agreement and such other documents as may be required pursuant to the Companies Act in order to effect the Amalgamation no later than the third business day after all the conditions set forth in Section 11 are either satisfied or waived (other than conditions that, by their nature, are to be satisfied on the Effective Date of Amalgamation), or at such other time or date as CSP and CMHA may agree upon in writing.

12.3 Amendment

This Agreement and the Schedules hereto may, at any time and from time to time before the Effective Date of Amalgamation, be amended by mutual written agreement of the Amalgamating Companies, subject to Applicable Laws.

12.4 Term and Termination

- (a) **Term.** This Agreement shall be effective from the date hereof until the earlier of the Effective Date of Amalgamation and the termination of this Agreement pursuant to Section 12.4(b).
- (b) **Termination.** This Agreement may be terminated at any time prior to the Effective Date of Amalgamation:
 - (i) by mutual written agreement of CSP and CMHA;
 - (ii) by either CSP or CMHA if any of the conditions set out in Article 11 are not satisfied, complied with or waived by the Amalgamating Company for whose benefit such conditions are provided, on or before the date required for the

performance thereof, if applicable, provided that the Amalgamating Company seeking to terminate the Agreement is not then in breach of this Agreement;

- (iii) by either CSP or CMHA if the Effective Date shall not have occurred on or prior to the Outside Date, except that the right to terminate this Agreement under this Section 12.4(b)(iii) shall not be available to any Party whose failure to fulfill any of its covenants or obligations has been the cause of, or resulting in, the failure of such condition to be satisfied or whose breach would cause the condition in Section 11.1(a) not to be satisfied;
 - (iv) by CSP if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of CMHA set forth in this Agreement occurs that would cause the condition in Section 11.1(a) not to be satisfied, and such breach or failure is incapable of being cured prior to the Outside Date, provided that CSP is not then in breach of this Agreement; and
 - (v) by CMHA if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of CSP set forth in this Agreement occurs that would cause the condition in Section 11.1(a) not to be satisfied, and such breach or failure is incapable of being cured prior to the Outside Date, provided that CMHA is not then in breach of this Agreement.
- (c) **Notice of Termination.** The Amalgamating Company desiring to terminate this Agreement pursuant to Section 12.4(b) (other than pursuant to Section 12.4(b)(i)) shall give notice in writing of such termination to the other Amalgamating Company, specifying in reasonable detail the basis for such Amalgamating Company's exercise of its termination right.
- (d) **Effect of Termination.** In the event of the Effective Date of Amalgamation occurring or the termination of this Agreement pursuant to Section 12.4(b), this Agreement shall forthwith become void and have no further force or effect, and neither Amalgamating Company (nor its representatives or member) shall have any liability or further obligation to the other Amalgamating Company hereunder, except this Section 12.4(d) and Sections 12.6 and 12.7; provided that neither the termination of this Agreement nor anything contained in this Section 12.4(d) shall relieve an Amalgamating Company from any liability arising prior to such termination or shall affect the obligations of the Amalgamating Companies pursuant to any written agreements that address confidentiality between the Amalgamating Companies.

12.5 Actions or Proceedings Valid

No action or proceeding by or against any of the Amalgamating Companies will abate or be affected by the Amalgamation, but for these purposes, each Amalgamating Company may be deemed still to exist, or the Amalgamated Company may be substituted in the action or proceeding in the place thereof.

12.6 Entire Agreement

This Agreement constitutes the entire agreement between the Amalgamating Companies pertaining to the Amalgamation and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.

12.7 Governing Law

This Agreement will be governed exclusively by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Alberta in any action brought under or in connection with this Agreement.

12.8 Time of Essence

Time is of the essence in the performance of this Agreement.

[Remainder of page intentionally left blank.]

12.9 Execution by Counterparts

This Agreement may be signed by the parties in as many counterparts as may be necessary and each of which so signed will be deemed to be an original, and such counterparts together will constitute one and the same instrument and, notwithstanding the date of execution, will be deemed to be effective as of the date first written above.

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

CENTRE FOR SUICIDE PREVENTION, 2005

**THE CANADIAN MENTAL HEALTH
ASSOCIATION ALBERTA DIVISION, 1984**



Name: Carmelle Hunka,
Title: Board Chair/President

Name: Brent Korte
Title: Board Chair

**SCHEDULE A – MEMORANDUM OF ASSOCIATION OF THE CANADIAN MENTAL HEALTH
ASSOCIATION ALBERTA DIVISION AND CENTRE FOR SUICIDE PREVENTION**

(See attached)

MEMORANDUM OF ASSOCIATION

OF

THE CANADIAN MENTAL HEALTH ASSOCIATION ALBERTA DIVISION AND CENTRE FOR SUICIDE PREVENTION

1. NAME

The name of the company is "The Canadian Mental Health Association Alberta Division and Centre for Suicide Prevention", which will hereinafter be referred to as "the Association". The National Body of the Canadian Mental Health Association incorporated by Letters Patent of the Government of Canada in 1926 will be referred to as "the CMHA".

2. OBJECTS

The purposes of the Association are:

- (a) to promote mental health and wellness by:
 - (i) improving the public's awareness of mental health, community acceptance, understanding of, and responsibility for mental health and suicide prevention;
 - (ii) mobilizing resources and partner organizations to advance community mental health and suicide prevention as a key component of the mental health system;
 - (iii) administering and supporting programs that provide mental health education, community engagement and support to individuals experiencing mental health issues and illnesses and those individuals who support them;
 - (iv) providing the general public with information, programs, training and resources relating to suicide prevention, intervention and postvention bereavement;
- (b) to advance education by operating and maintaining a library containing comprehensive materials into the causes, management and prevention of suicide for the benefit of the general public;
- (c) to receive gifts, bequests, funds and property and to hold, invest, administer and distribute funds and property to qualified donees as defined in section 149.1(1) of the *Income Tax Act* (Canada); and
- (d) to do all such other things as are incidental and ancillary to the attainment of any of the purposes of the Association.

3. POWER AND CAPACITY

- (a) The Association shall have the power and capacity to do any otherwise lawful thing whatever or enter into any otherwise lawful transaction whatever which would, in the *bona fide* opinion of its Board of Directors, be incidental to and in furtherance of the objectives of the Association.
- (b) The powers authorized by Section 20 of the *Companies Act*, RSA 2000, c C-21, are hereby included.

4. LIMITED LIABILITY

- (a) The liability of the members is limited.
- (b) Every member of the Association undertakes to contribute to the assets of the Association in the event of its being wound up while they are a member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before they cease to be a member, and the cost, charges and expenses of winding-up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding \$1.00.

5. NON-PROFIT STATUS

- (a) The Association shall apply such revenues as it may realize in the course of its activities, and any other income of the Association, in promoting its objects. The payment of a dividend or any other distribution of the Association's assets (either during the course of the Association's existence or upon its dissolution) to its members or other persons who exercise control over it is forbidden, provided that nothing in this clause shall affect any distribution of its assets in accordance with subclause (b) of this clause.
- (b) In the event of the dissolution or winding-up of the Association, any assets of the Association remaining after payment of the Association's liabilities and obligations shall be distributed to charitable organizations within the Province of Alberta that provide some or all aspects of services, assistance and resources to people dealing with mental health concerns and/or substance use disorders, and their family and friends, including, without limitation: the services of mental health and addictions professionals; education and training; mental health promotion and prevention; research; distribution of information; employment, housing and other assistance programs; workplace support; peer support; recreation services; public policy analysis; and advocacy.
- (c) The Association shall not issue any shares or other securities giving any person rights in the nature of ownership or equity in any of the assets or profits of the Association. The Association may, however, create security interests whether by way of mortgage or otherwise in any of its real or personal property to secure the repayment of any loan which it may be empowered to make in terms of clause 3 of this Memorandum together with the payment of any commercially reasonable rate of interest thereon.

6. INCORPORATION OF REGIONAL COMPANIES

- (a) The Association may, in terms of Section 11(3) of the *Companies Act*, RSA 2000, c C-21, give its express consent to the incorporation in Alberta under the same Act of companies (hereinafter referred to as "**Regional Companies**") which may incorporate the words "Canadian Mental Health Association" in their names. The Association shall not grant such permission to any other company unless that company or proposed company obtains the consent of the Registrar of Companies in terms of Section 200(3) of the *Companies Act*, RSA 2000, c C-21 to include in its memorandum of association a provision substantially similar, and identical in effect, to subclauses (b), (c) and (d) of this clause, i.e., clause 6 of this Memorandum.
- (b) Each Regional Company shall be assigned a specific region within the Province of Alberta in which it shall be primarily responsible for the promotion of the common aims of the Association and the Regional Company. To this end the Association shall transfer assets owned or acquired by it within each region to the Regional Company incorporated within that region and give to each such Regional Company the primary right to raise funds within that region (provided that the Regional Company is a charitable organization at such time).

- (c) It shall be an express condition precedent to the incorporation of any Regional Company with the permission of the Association, that:
 - (i) the objects and powers of such Regional Company shall be aligned with the objects and powers of the Association as set forth in clauses 2 and 3 of this Memorandum;
 - (ii) that each Regional Company will conduct its affairs in accordance with objects and powers that are aligned with those objects and powers set forth in clauses 2 and 3 of this Memorandum;
 - (iii) that such Regional Company will maintain an up-to-date membership list at all times and produce it to the President or Board of Directors of the Association upon the request of the Association; and
 - (iv) that such Regional Company shall abide by such other contractual terms and conditions as may be agreed upon between the Association and that Regional Company.

- (d) The Association may, either by an ordinary resolution of its members or by a decision of its Board of Directors, apply to the Court of King's Bench for an order for the winding-up of any Regional Company or such remedy as may be available and appropriate in the circumstances where that Regional Company has breached clause 6(c) of this Memorandum.

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

Name: Carmelle Hunka
Address: 219 Misty Morning Drive, Calgary,
T3Z 2Z8
Occupation: Director

Name: Brent Korte
Address: 15 Morel Close, Spruce Grove,
T7X 2P8
Occupation: Director

DATED at the City of Edmonton, in the Province of Alberta, this ____ day of _____, 2024.

**SCHEDULE B – ARTICLES OF ASSOCIATION OF THE CANADIAN MENTAL HEALTH
ASSOCIATION ALBERTA DIVISION AND CENTRE FOR SUICIDE PREVENTION**

(See attached)

**ARTICLES OF ASSOCIATION
OF
THE CANADIAN MENTAL HEALTH ASSOCIATION ALBERTA DIVISION AND CENTRE FOR
SUICIDE PREVENTION**

1 INTERPRETATION

- (a) In the interpretation of these articles, except where excluded by the context:
- (i) **“AGM”** means an annual general meeting held by the Association in accordance with section 149 of the Companies Act;
 - (ii) **“Amalgamation Agreement”** means the amalgamation agreement dated March 22, 2024 between Centre for Suicide Prevention, 2005 and The Canadian Mental Health Association, Alberta Division, 1984;
 - (iii) **“Amended and Restated Amalgamation Agreement”** means the amended and restated amalgamation agreement dated effective as of March 22, 2024, as amended and restated on July 31, 2024, between Centre for Suicide Prevention, 2005 and The Canadian Mental Health Association, Alberta Division, 1984, which agreement amends certain terms of the Amalgamation Agreement and restates such Amalgamation Agreement in its entirety;
 - (iv) **“Articles”** means these Articles of Association and any amendment thereto;
 - (v) **“Association”** means the Canadian Mental Health Association Alberta Division and Centre for Suicide Prevention;
 - (vi) **“Board”** means the Board of Directors of the Association;
 - (vii) **“Certificate of Amalgamation”** means the certificate of amalgamation issued by the Registrar of Companies pursuant to Section 172(10) of the Companies Act giving effect to the amalgamation of CMHA-AB 1984 and CSP;
 - (viii) **“CMHA National”** means the Canadian Mental Health Association, a corporation formed or continued under the *Canada Not-for-Profit Corporations Act*, S.C. 2009, c. 23, and any successor thereto;
 - (ix) **“CMHA-AB 1984”** has the meaning ascribed thereto in clause 3(c)(iii)(A);
 - (x) **“Companies Act”** means the *Companies Act*, R.S.A 2000, c. C-21;
 - (xi) **“CSP”** has the meaning ascribed thereto in clause 3(c)(iii)(A);
 - (xii) **“Director Members”** has the meaning ascribed thereto in clause 3(c)(iv);
 - (xiii) **“Effective Date”** means the date shown on the Certificate of Amalgamation;
 - (xiv) **“External Member”** has the meaning ascribed thereto in clause 3(c)(iii);
 - (xv) **“First AGM”** means the date of the first annual general meeting following the Effective Date;
 - (xvi) **“First Directors”** has the meaning ascribed thereto in clause 10(b);

- (xvii) **"First External Members"** has the meaning ascribed thereto in clause 3(c)(iii)(A);
 - (xviii) **"General Meeting"** means each annual general meeting and any extraordinary general meetings of the Association, but does not include any gatherings of Members for purposes other than the conduct of official business of the Association;
 - (xix) **"Members"** means those Persons who are, or who subsequently become, members of the Association in accordance with these Articles and, in either case, have not ceased to be members;
 - (xx) **"National Member"** has the meaning ascribed thereto in clause 3(c)(ii);
 - (xxi) **"Organization"** means an association, society, corporation, trust, or other similar body or group that is not a natural person;
 - (xxii) **"Person"** shall mean any natural person or Organization;
 - (xxiii) **"Regional First Directors"** has the meaning ascribed thereto in clause 10(b)(i);
 - (xxiv) **"Regional Member"** has the meaning ascribed thereto in clause 3(c)(i); and
 - (xxv) **"Regional Organization"** means an Organization that is a registered charitable organization formed to serve a region within Alberta as contemplated in clause 24, and that is party to a valid and subsisting Affiliation Agreement with the Association.
- (b) Words importing the singular number shall include the plural, and the converse shall also apply.
 - (c) The pronouns "they", "them" and "their" are used throughout as gender-neutral pronouns and refer to a Person of any gender.
 - (d) Words which have a special meaning assigned to them in the Companies Act shall have the same meaning in these Articles.
 - (e) The headings used throughout these Articles are inserted for reference purposes only and are not to be considered or taken into account in constructing the terms or provisions of any article or clause, nor to be deemed in any way to modify, qualify or explain the effect of any such provisions or terms.

2 REGISTERED OFFICE

The registered office of the Association shall be located at the City of Edmonton in the Province of Alberta, or at such other place in Alberta as the Board may from time to time direct.

3 ADMISSION TO MEMBERSHIP

- (a) At all times, the membership of the Association shall consist of a maximum of thirty-two (32) Members.
- (b) Membership in the Association is restricted to those Persons who are identified in these Articles as being Members and those Persons who are admitted by the Board as Members in accordance with these Articles.

- (c) From and after the Effective Date, the Members shall consist of the following Persons:
- (i) each of the active Regional Organizations, provided that such Regional Organization is not in breach of the Affiliation Agreement between the Association and the Regional Organization and is otherwise in good standing with the Association (the “**Regional Members**”);
 - (ii) CMHA National (the “**National Member**”);
 - (iii) nine (9) Organizations (the “**External Members**”) which:
 - (A) will initially be those three (3) Organizations selected by the Centre for Suicide Prevention, 2005 (“**CSP**”), the three (3) Organizations selected by the Canadian Mental Health Association, Alberta Division, 1984 (“**CMHA-AB 1984**”) and the three (3) Organizations jointly selected by CSP and CMHA-AB 1984 prior to the Effective Date (the “**First External Members**”), and
 - (B) thereafter, will be those Organizations selected and appointed by the Board; and
 - (iv) each member of the Board (the “**Director Members**”).

4 TERM OF MEMBERSHIP

- (a) Subject to these Articles:
- (i) each External Member shall be appointed as a Member for a term of five (5) years, which term will commence:
 - (A) in the case of each First External Member, on the Effective Date, and
 - (B) in the case of each External Member that is not a First External Member, on the date and at the time determined by the Board,and such term will conclude at the conclusion of the fifth (5th) AGM following the date on which that External Member became a Member; and
 - (ii) each Regional Member, the National Member, and each Director Member shall continue as a Member until such Member ceases to be a Member in accordance with clause 8.
- (b) External Members may be appointed for consecutive terms at the discretion of the Board.

5 MEMBERSHIP RIGHTS AND OBLIGATIONS

- (a) In addition to any rights conferred by the Companies Act, each Member has the following rights and privileges of membership:
- (i) to receive notice of, and to attend, all General Meetings; and
 - (ii) to exercise one vote on all matters for determination by the Members, whether at General Meetings or otherwise.
- (b) Every Member will, at all times:

- (i) comply with these Articles;
 - (ii) abide by such codes of conduct and ethics and other policies adopted by the Association from time to time; and
 - (iii) further and not hinder the purposes, aims and objects of the Association.
- (c) Every Member that is an Organization (including for clarity the Regional Members and the National Member) must appoint in writing a natural person who is a director, officer or senior executive employee of such Organization to represent it in respect of its membership in the Association and may from time to time remove any such representative and appoint another representative.
- (d) No Member may transfer or assign their membership in the Association.

6 MEMBERSHIP REGISTER

- (a) The Association shall maintain and periodically update a register of all its Members, which shall be certified by the Secretary/Treasurer or President. The task of bringing the Association's membership register up to date shall be completed not later than thirty (30) days before the day upon which each General Meeting of the Association is held.
- (b) The membership register of the Association shall be made available to Members under the following circumstances:
- (i) at all General Meetings in order to assist in the resolution of any disputes or the attainment of any interest relating to membership in the Association; and
 - (ii) on any other business day after any Member wishing to peruse or copy the register has given the Association three (3) clear business days' notice in writing of their request to do so, and has included in such written request their reason for wishing to so peruse or copy the register.

7 MISCELLANEOUS PROVISIONS RELATING TO MEMBERSHIP

- (a) No fee will be payable to the Association in order for any Person to become or remain a Member.
- (b) All Members are permitted and encouraged to attend, actively participate in, and vote at all General Meetings.

8 CESSATION OF MEMBERSHIP

A Person will immediately cease to be a Member:

- (a) upon the date which is the later of:
- (i) the date of delivering their resignation in writing to the Secretary or to the address of the Association, and
 - (ii) the effective date of the resignation stated thereon;
- (b) immediately upon a determination by the Board, in its sole discretion, that:

- (i) the Member has failed to comply with these Articles, or has otherwise failed to advance the purposes, aims and objects of the Association in a manner reasonably expected of Members, or
- (ii) in the case of Regional Members, the Regional Member is no longer in good standing with the Association;
- (c) upon such Person's death (in the case of natural persons) or dissolution (in the case of Organizations);
- (d) the dissolution of the Association;
- (e) in the case of External Members, upon the expiry of such External Member's term of membership in accordance with clause 4; or
- (f) in the case of Director Members, upon such Member ceasing to be a director of the Association.

9 MEETINGS OF MEMBERS

- (a) The Board shall call an AGM at such time and place as the Board shall determine from time to time, and shall in any event be called in every calendar year and not more than sixteen (16) months after the holding of the most recently preceding AGM.
- (b) The fiscal year of the Association shall run from April 1 to March 31 of the succeeding year.
- (c) In addition to the AGM, the Board shall call an extraordinary General Meeting if requested by the following Persons to do so:
 - (i) at least ten percent (10%) of all Members;
 - (ii) the President; or
 - (iii) at least fifty percent (50%) of the Board.
- (d) Notices of every meeting of the Association and of each adjournment of every meeting shall be communicated (by mail or electronically), not more than forty (40) and not less than twenty-one (21) clear days before the day of the meeting to:
 - (i) each Member;
 - (ii) each director of the Association; and
 - (iii) the auditor of the Association.

Such notice shall be written or printed and may be sent by ordinary mail or electronic mail to the latest address furnished by the Person in question to the Association.
- (e) The AGM will deal with the consideration of financial statements, auditor's report, appointment of auditor and the election of directors.
- (f) All matters other than matters mentioned in subclause (e) of this clause shall be deemed to be special business.
- (g) Notice of a General Meeting at which special business is to be transacted shall state:

- (i) the nature of that business in sufficient detail to permit the Members to form a reasonable judgment thereon; and
- (ii) the text of any special resolution to be submitted to the Members.

This clause shall not be interpreted to restrict the rights of Members to raise and discuss any issue relevant to the affairs of the Association at all meetings of the Association.

- (h) The President of the Association, or in their absence a Vice-President, shall preside as chair at all General Meetings. If neither of them is present fifteen (15) minutes after the commencement of the General Meeting, the Members present at such meeting may select a Director Member, or if no directors are present, a Member, to chair the meeting.
- (i) Save in the cases where the Memorandum of Association of the Association, these Articles, or the Companies Act require any resolution to be passed by a special majority of Members, the Members present shall pass resolutions to facilitate or carry on all or any lawful activity of the Association by a majority vote.
- (j) Voting will normally take place by a show of hands, except that it will take place by ballot when a demand is made by any Member for a vote by that method.
- (k) A quorum for any General Meeting is forty percent (40%) of the Members entitled to vote at the meeting.
- (l) If there is no quorum at a meeting, those Members who are present shall not transact any business, but they shall have both the power and the duty to adjourn the meeting.
- (m) Members may vote by proxy. Every instrument appointing a proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will permit, be in the form or to the effect of the following:

“I _____, of _____, being a member of the Canadian Mental Health Association Alberta Division and Centre for Suicide Prevention, hereby appoint _____ and failing them, _____ as my proxy to vote for me and on my behalf at the meeting of the company to be held on the _____ day of _____, _____ and at every adjournment thereof, and at every poll which may take place in consequence thereof.

DATE: _____

SIGNATURE: _____

WITNESS: _____”

- (n) A resolution signed by all the Members entitled at a General Meeting to vote shall be as valid and effectual as if it had been passed at a General Meeting.

10 BOARD OF DIRECTORS

- (a) Unless otherwise authorized by the Board, at all times the Board shall consist of a minimum of eleven (11) and maximum of fourteen (14) directors.
- (b) As of the Effective Date, the directors of the Association (the “**First Directors**”) shall be the following natural persons:

- (i) one (1) director selected prior to the Effective Date by each of the active Regional Organizations for a total of seven (7) directors (the “**Regional First Directors**”);
 - (ii) four (4) directors selected by CSP prior to the Effective Date; and
 - (iii) three (3) directors selected by CMHA-AB 1984 prior to the Effective Date.
- (c) Other than the First Directors, the Board shall nominate, and the Members shall elect, or approve the appointment of, all directors of the Association in accordance with clause 13.

11 POWERS OF DIRECTORS

- (a) Subject to the provisions of the Companies Act, the Memorandum of Association of the Association, and these Articles, the directors shall:
- (i) manage or supervise the management of the affairs of the Association; and
 - (ii) exercise all the powers of the Association.
- (b) The Board may delegate the management of the activities of the Association to any Person or Persons or committee, provided that no such delegation shall be irrevocable and that the activities and affairs of the Association shall be managed and all powers of the Association shall be exercised under the ultimate direction of the Board.

12 STAGGERED TERMS OF OFFICE

- (a) The terms of office of the directors shall be staggered. Accordingly, the Regional First Directors will be appointed for a period beginning on the Effective Date and expiring on the date of the First AGM, and all other First Directors shall be appointed for the period set out opposite such First Director's name in Schedule C to the Amended and Restated Amalgamation Agreement. When these aforementioned initial periods have expired, each subsequent period of appointment shall be for a period of three (3) years.
- (b) Directors will have the ability to serve for a maximum of two (2) consecutive terms, provided that a director holding the office of President may serve as a director for an additional two (2) year term if determined to be appropriate by the directors.

13 NOMINATION, ELECTION AND APPROVAL OF APPOINTMENT OF DIRECTORS BY MEMBERS

- (a) As of the Effective Date, the First Directors will be such natural persons as provided for in clause 10. Other than the First Directors, directors of the Association shall be elected by a vote of the Members at the AGM or other General Meeting called for the purpose of electing Directors.
- (b) The Board shall request written nominations for vacant positions on the Board from the Members no less than one hundred twenty (120) days in advance of the AGM or such other General Meeting called for the purpose of electing directors. Such nominations must be:
- (i) submitted no less than ninety (90) days in advance of the AGM or other such other General Meeting called for the purpose of electing directors; and
 - (ii) accompanied by a written declaration signed by the natural person nominated that they (X) are eligible to be a director of the Association; and (Y) will serve as a director in accordance with these Articles if elected.

- (c) In addition the Board shall, throughout the year, identify, including through communications with Members and external advisors, potential candidates for directors and determine the willingness of such candidate to serve.
- (d) The Board shall interview potential candidates and ensure that all recommended nominees, together with their qualifications, are made available to the Members at least ten (10) days in advance of the AGM or such other General Meeting called for the purpose of electing directors.

14 BOARD APPOINTED DIRECTORS

Should there be a vacancy on the Board by reason of the removal, resignation, retirement or death of any director, the Board may make an appointment in order to fill such vacancy provided that the term of office of such substitute director shall expire on date of the next General Meeting called for the purpose of electing directors.

15 MEETINGS OF DIRECTORS

- (a) The natural persons attending any meeting of the directors at which a quorum is present may waive their right to, and dispense with the necessity of, receiving notice or valid notice of that meeting. Presence at and participation in such meeting per se shall constitute such waiver unless the natural person so attending attends the meeting in question with the express purpose of objecting to the fact that notice of the meeting was not given or validly given.
- (b) A resolution signed by all directors of the Association shall be as valid and effectual as if it had been passed at a meeting of the Board.
- (c) Meetings of the Board may be held any place within the province of Alberta which has been designated in the notice of the meeting. Directors may participate in the meeting through the use of teleconference or similar communications equipment, so long as all directors may actively participate in such meeting. Participation in a meeting pursuant to this clause constitutes presence in person at such meeting.
- (d) A majority of the directors holding office, or such greater number of directors as the Board may from time to time determine, shall constitute a quorum for a directors' meeting.
- (e) Meetings of the Board may be called at the request of the President or a majority of the directors of the Association. A meeting of the Board may be held at any time the Board may deem necessary and shall be called by providing at least four (4) days' advance notice delivered by registered mail or forty-eight (48) hours' advance notice delivered personally or by telephone, electronic mail or facsimile.

16 DIRECTORS' DUTIES

The directors of the Association shall:

- (a) act honestly; and
- (b) exercise the care, skill and diligence that a reasonably prudent person would exercise in comparable circumstances.

17 INDEMNIFICATION OF DIRECTORS

The Association may purchase and maintain insurance for the purpose of indemnifying any director who is substantially successful in their defence against any action brought for a breach of the duties imposed by clause 16 or by any rule of common or statute law. No director shall be entitled to such indemnification unless they establish affirmatively that their behaviour was not dishonest and that they acted in good faith with a view to the best interests of the Association.

18 ELIGIBILITY OF DIRECTORS

- (a) A person is not eligible to be a director of the Association (and will be ineligible) if they are:
- (i) a current employee, or auditor, or an individual who was, within the previous two years, an employee of the Association, a Regional Organization or CMHA National;
 - (ii) an individual who, immediately prior to the Effective Date, was an employee, or an individual who was, within the two years prior to the Effective Date, an employee of CMHA-AB 1984 or CSP;
 - (iii) not a natural person;
 - (iv) less than 18 years of age;
 - (v) an undischarged bankrupt;
 - (vi) found by any court, in Canada or elsewhere, to be incapable of managing their own affairs and have not since been found by a court to be capable again;
 - (vii) convicted of an indictable offence for which the term for sentence is unexpired, and the time for filing an appeal therefrom has expired, or any appeal therefrom has finally been concluded; or
 - (viii) an “ineligible individual” as defined by section 149.1(1) of the *Income Tax Act* (Canada).

19 CEASING TO BE A DIRECTOR

A natural person will immediately cease to be a director upon:

- (a) the date which is the later of:
- (i) the date of delivering their resignation in writing to the President or to the address of the Association; and
 - (ii) the effective date of the resignation stated therein;
- (b) the date such Person is no longer a Member or is no longer a Member in good standing;
- (c) the expiry of such natural person’s term as a director;
- (d) the date such natural person is no longer eligible to be a director under clause 18;
- (e) the removal of such natural person from office pursuant to clause 20; or
- (f) upon such natural person’s death.

20 REMOVAL FROM OFFICE OF DIRECTORS

- (a) Any director may be removed from office without reason by the vote of a majority of the Members present at a General Meeting.
- (b) A director may be removed from office by a majority vote of the Board, held at a properly constituted meeting, when a director becomes in breach of the provisions concerning conflicts of interest set out clause 21 of these Articles.
- (c) Notwithstanding the provisions of this clause 20, the Association may, at any time, by ordinary resolution of the Board, remove any director from office for fraudulent or dishonest conduct, or gross abuse of authority or discretion, or other conduct that is determined by the Board, in good faith, to bring reputational or other harm to the Association.

21 CONFLICT OF INTEREST

A director who knows or reasonably ought to know that they have a direct or indirect material interest in a contract or transaction (whether existing or proposed) with the Association, or a matter for consideration by the Board:

- (a) will be counted in the quorum at a meeting of the Board at which the contract, transaction or matter is considered;
- (b) will disclose fully and promptly the nature and extent of their interest in the contract, transaction or matter;
- (c) is not entitled to vote on the contract, transaction or matter;
- (d) will absent themselves from the meeting or portion thereof:
 - (i) at which the contract, transaction or matter is discussed, unless requested by the Board (by consensus or majority vote) to remain to provide relevant information; and
 - (ii) in any case, during the vote on the contract, transaction or matter; and
- (e) refrain from any action intended to influence the discussion or vote.

The Board may establish further policies governing conflicts of interest of directors and others, provided that such policies must not contradict the Companies Act or these Articles.

22 REMUNERATION AND REIMBURSEMENT OF DIRECTORS

No director is entitled to remuneration for any work which they do for the Association as a director, but they may be reimbursed for any reasonable expenditures which they may incur in the performance of such duties.

23 COMMITTEES

- (a) The Association will at all times maintain two standing committees, referred to for the purposes of these Articles as the "Finance Committee" and the "Governance and Human Resources Committee", the name of such committees to be determined by the Board from time to time, which shall be comprised of those persons and shall have those duties and powers as set out in these Articles and in any separate terms of reference adopted by the Board.

- (b) In addition to the Finance Committee and the Governance and Human Resources Committee established by these Articles, the Board may create such other standing and special committees as may from time to time be required. Any such committee will limit its activities to the purpose or purposes for which it is created and will have no powers except those specifically conferred on it by the Board or these Articles. The Board may delegate any, but not all, of its powers to such committees which may be in whole or in part composed of directors as it thinks fit.
- (c) Unless specifically designated as a standing committee, a committee is deemed to be a special committee and any special committee so created must be created for a specified time period.
- (d) Any standing or special committee will, in the exercise of the powers delegated to it, conform to any rules that may from time to time be imposed by the Board in the terms of reference applicable to it or otherwise, and will report every act or thing done in exercise of those powers at the next meeting of the Board held after it has been done, or at such other time or times as the Board may determine.
- (e) Unless otherwise determined by the Board, each committee shall have power to fix its quorum at not less than a majority of its members, to elect its chair based on such recommendations received by the Governance and Human Resources Committee and to regulate its procedure.

24 REGIONS

- (a) In order to facilitate representation of, and allocation of services to, all persons in the Province of Alberta as fairly as possible, the Province shall be divided into regions. The number and boundaries of such regions shall be determined by the Association except where a Regional Organization would be affected by such determination. In the latter case the existence and extent of the region shall be determined by negotiation and agreement with the Regional Organization or Regional Organizations so affected.
- (b) The Association may consent in terms of clause 6 of its Memorandum of Association to the incorporation of Regional Organizations created to further objects aligned to its own within each of these regions.
- (c) The Association and the Regional Organizations are part of a federated charity and are affiliated by a common purpose and brand. The Association may, as and when it considers appropriate, organize meetings or groups with the Regional Organizations and the Regions may also request meetings. Such meetings or groups may be used to exchange strategy, knowledge and information about present and future mental health matters, including the sharing of emerging issues, and for the development of collective strategic foresight for the Association and Regional Organizations.

25 CHIEF EXECUTIVE OFFICER

The Association may hire a Chief Executive Officer as a paid, full-time employee of the Association and who therefore, in accordance with clause 18, shall not be a director on the Board. The Chief Executive Officer shall, subject to the ultimate authority of the Association as expressed and exercised through its Members, Board or President, be charged with the active day-to-day management of the Association's affairs and operations. The Chief Executive Officer may be, at the discretion of the Board, an *ex officio* member of any committee of the Board.

26 OFFICERS

- (a) The officers of the Association are the Chief Executive Officer, President, Vice-President, Secretary and Treasurer, together with such other officers, if any, as the Board, in its discretion, may create. The offices of President, Vice-President, Secretary and Treasurer are to be occupied by directors of the Association.
- (b) The Board will elect officers to the offices of President, Vice-President, Secretary and Treasurer at the first meeting of the First Directors and at each meeting of the Board immediately following an AGM (where any vacancy exists).
- (c) The President shall hold office for two (2) years. The President shall be entitled to re-election to the position of President of the Association provided that no person may occupy the position of President of the Association for more than two (2) consecutive terms.
- (d) Each of the Vice-President, Secretary, and Treasurer shall be elected for a term of one year, and shall be entitled to re-election. The terms of any other officers created by the Board shall be as determined to be appropriate by the Board.
- (e) Should any officer for any reason be unable to complete their term, the Board will remove such officer from their office and will elect a replacement without delay.

27 PRESIDENT

The President shall be charged with the general management and supervision of the affairs and operations of the Association. The President shall, when present, act as chair and preside over all meetings of the Board and the Members. The President shall, in addition, be an *ex officio* member of any committee which may be created by the Association. The President shall be the chair of any meeting of the Board. If the President is absent, the Vice-President shall act as chair of that meeting.

28 VICE-PRESIDENT

The Vice-President will assist the President in the performance of their duties and will, in the absence of the President, perform those duties. The Vice-President will also perform such additional duties as may be assigned by the Board.

29 SECRETARY

The Secretary will be responsible for making the necessary arrangements for:

- (a) the issuance of notices of meetings of the Members and the Board;
- (b) the keeping of minutes of all meetings of the Members and the Board;
- (c) the custody of all records and documents of the Association, except those required to be kept by the Treasurer;
- (d) the maintenance of the register of Members; and
- (e) the conduct of the correspondence of the Association.

30 TREASURER

The Treasurer will be responsible for making the necessary arrangements for:

- (a) the keeping of such financial records, reports and returns, including books of account, as are necessary to comply with the Companies Act and the *Income Tax Act* (Canada); and
- (b) the rendering of financial statements to the directors, Members and others, when required.

31 ABSENCE OF SECRETARY AT MEETING

If the Secretary is absent from any meeting of Members or meeting of the Board, the directors present will appoint another natural person to act as secretary at that meeting.

32 COMBINATION OF OFFICES OF SECRETARY AND TREASURER

The offices of Secretary and Treasurer may be held by one natural person who will be known as the Secretary-Treasurer.

33 AUDITOR

The Association shall, at each AGM, appoint an auditor who shall complete an audit of and report upon the books, accounts and financial report of the Association before the expiration of one hundred and twenty (120) days after the end of the Association's financial year.

34 FINANCIAL REPORT

- (a) The Board shall cause accounts to be kept, and a financial report to be compiled, an audited copy of which shall be available for inspection by any Member not later than one hundred and twenty (120) days after the close of the Association's financial year. "Availability" as required by this clause means availability of the report for inspection by any Member upon request:
 - (i) at the AGM of the Association; and
 - (ii) during office hours at the Association's head office.
- (b) The financial report required in clause 30(a) shall contain the following information in appropriate detail:
 - (i) the assets and liabilities of the Association as of the end of the fiscal year;
 - (ii) the principal changes in assets and liabilities during the fiscal year;
 - (iii) the revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year; and
 - (iv) the expenses or disbursements of the Association, for both general and restricted purposes during the fiscal year.

35 BOOKS AND RECORDS

The Secretary shall keep or supervise the keeping of books or records in which the following data is recorded:

- (i) the minutes of the meetings of both the Members and Board required or permitted by clause 29;

- (ii) a complete and up-to-date list of the members of the Board, together with their addresses, occupations and a description of any special duties assigned to them;
- (iii) the audited financial reports furnished to the Secretary by the Treasurer as provided by clause 30;
- (iv) an up-to-date copy of the Articles and Memorandum of Association of the Association, accurately reflecting the latest amendments to each, if any; and
- (v) the register of the Association's Members required by clause 6.

36 SEAL

The Association shall have a corporate seal.

37 WINDING UP

The Association may be wound up by a decision of a majority of not less than 75% of its Members, provided that no resolution for so winding up the Association shall contain any provision which conflicts in any way with the clause 4(b) of the Association's Memorandum of Association, and its assets shall be distributed only in accordance with the said clause 5(b).

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WE, the several persons whose names are subscribed, are desirous of being formed into a Company in pursuance of the Memorandum of Association registered with these Articles of Association.

Name: Brent Korte

Name: Carmelle Hunka

DATED at the City of Edmonton, in the Province of Alberta, this ____ day of _____ 2024.

**SCHEDULE C – LIST OF FIRST MEMBERS, FIRST DIRECTORS, CHIEF EXECUTIVE OFFICER
AND CO-CHAIRS OF THE BOARD OF THE CANADIAN MENTAL HEALTH ASSOCIATION
ALBERTA DIVISION AND CENTRE FOR SUICIDE PREVENTION**

A. FIRST MEMBERS

NAME OF MEMBER	ADDRESS	MEMBERSHIP TERM
Canadian Mental Health – Edmonton Region	300 – 10010 105 St NW, Edmonton, Alberta, T5J 1C4	Indefinite, unless terminated in accordance with the Articles of Association
Canadian Mental Health – Calgary Region	105-1040 7 Ave SW, Calgary, Alberta, T2P 3G9	Indefinite, unless terminated in accordance with the Articles of Association
Canadian Mental Health Association, Alberta Central Region, 1991	600 – 4911 51 St, Red Deer, Alberta, T4N 6V4	Indefinite, unless terminated in accordance with the Articles of Association
The Canadian Mental Health Association, Alberta South Region, 1990	426, 6 St S, Lethbridge, Alberta, T1J 2C9	Indefinite, unless terminated in accordance with the Articles of Association
The Canadian Mental Health Association, Alberta Northwest Region, 1995	102 – 10126 97 Ave, Grande Prairie, Alberta, T8V 7X6	Indefinite, unless terminated in accordance with the Articles of Association
The Canadian Mental Health Association, Alberta North East Region, 1994	111-8530 Manning Ave, Fort McMurray, Alberta, T9H 5G2	Indefinite, unless terminated in accordance with the Articles of Association
The Canadian Mental Health Association Alberta East Central Region 2000	4711 51 Avenue, Camrose, Alberta, T4V 0V3	Indefinite, unless terminated in accordance with the Articles of Association
The Canadian Mental Health Association	250 Dundas St. West, Suite 500 Toronto, Ontario M5T 2Z5	Indefinite, unless terminated in accordance with the Articles of Association
Jim Campbell	#8, 806 - 9A St NW, Calgary, T2N 1V1	Two (2) years
Carmelle Hunka	219 Misty Morning Drive, Calgary, T3Z 2Z8	Two (2) years
Michael Power	428 Scimitar Bay NW, Calgary, T3L 1S7	Three (3) years
Vincent Agyapong	356 Killdeer Way, Fort McMurray, T9K 0P1	Three (3) years
Brent Korte	15 Morel Close, Spruce Grove, T7X 2P8	Two (2) years

Ross Manning	136 Sierra Madre Cres SW, Calgary, T3H 3G8	Two (2) years
Tim Young	2007 7 Avenue SE, Calgary, T2G 0K2	Three (3) years
Shelby MacLeod	176 Sherwood Blvd. W., Lethbridge, T1K 6C9	Date of the first annual general meeting of the Amalgamated Company
Brent Taylor	10715 99 St., Peace River, T8S 1M3	Date of the first annual general meeting of the Amalgamated Company
Andrew Tarbitt	101 Lindstrom Cres., Fort McMurray, T9K 2N7	Date of the first annual general meeting of the Amalgamated Company
Nancy Reynolds	804 14205 West Block Dr., Edmonton, T5N 1L5	Date of the first annual general meeting of the Amalgamated Company
Tim Parker	3712 58 St., Camrose, T4V 4E9	Date of the first annual general meeting of the Amalgamated Company
Chris McNelly	348 Cranfield Gardens SE, Calgary, T3M 1H8	Date of the first annual general meeting of the Amalgamated Company

And such other members as may be appointed in writing by CSP or CMHA, which, for greater certainty, will initially be those three (3) organizations selected by CSP, the three (3) organizations selected by CMHA and the three (3) organizations selected by CSP and CMHA prior to the Effective Date of the Amalgamation.

B. FIRST DIRECTORS

NAME OF DIRECTOR	ADDRESS	DIRECTOR TERM
Jim Campbell	#8, 806 - 9A St NW, Calgary, T2N 1V1	Two (2) years
Carmelle Hunka	219 Misty Morning Drive, Calgary, T3Z 2Z8	Two (2) years
Michael Power	428 Scimitar Bay NW, Calgary, T3L 1S7	Three (3) years
Vincent Agyapong	356 Killdeer Way, Fort McMurray, T9K 0P1	Three (3) years
Brent Korte	15 Morel Close, Spruce Grove, T7X 2P8	Two (2) years
Ross Manning	136 Sierra Madre Cres SW, Calgary, T3H 3G8	Two (2) years
Tim Young	2007 7 Avenue SE, Calgary, T2G 0K2	Three (3) years
Shelby MacLeod	176 Sherwood Blvd. W., Lethbridge, T1K 6C9	Date of the first annual general meeting of the

		Amalgamated Company
Brent Taylor	10715 99 St., Peace River, T8S 1M3	Date of the first annual general meeting of the Amalgamated Company
Andrew Tarbitt	101 Lindstrom Cres., Fort McMurray, T9K 2N7	Date of the first annual general meeting of the Amalgamated Company
Nancy Reynolds	804 14205 West Block Dr., Edmonton, T5N 1L5	Date of the first annual general meeting of the Amalgamated Company
Tim Parker	3712 58 St., Camrose, T4V 4E9	Date of the first annual general meeting of the Amalgamated Company
Chris McNelly	348 Cranfield Gardens SE, Calgary, T3M 1H8	Date of the first annual general meeting of the Amalgamated Company

C. CHIEF EXECUTIVE OFFICER

Mara Grunau will be appointed Chief Executive Officer of the Amalgamated Company as of the Effective Date of Amalgamation.

D. BOARD CO-CHAIRS

Each of Carmelle Hunka and Brent Korte will be appointed the Co-Chairs of the Board of the Amalgamated Company as of the Effective Date of Amalgamation.