

MEMORANDUM OF ASSOCIATION

OF

ABC

1. The name of the Company is:

ABC

2. The objects for which the Company is established are:

- (a) Participate in the primary health care initiative contemplated under the Master Agreement Regarding the Tri-Lateral Relationship and Budget Management Process for Strategic Physician Agreements dated effective April 1, 2003 among Alberta Health and Wellness, The Alberta Medical Association (C.M.A. Alberta Division) and Alberta's regional health authorities;
- (b) Cooperate and collaborate with others to enhance the provision of primary health care and related services to a defined population of residents of Alberta;
- (c) To facilitate the delivery of primary health care in Alberta.
- (d) To pursue and secure funding from government and other agencies that can be used to support the coordination, development, delivery, communication, administration and evaluation of primary health care;
- (e) To manage and administer program funds and information;
- (f) To co-ordinate all matters which relate to primary health care; and
- (g) To administer and perform the business of the Company and to carry on any other reasonable activities or business that supports primary health care.

3. To do all such things as are incidental or conducive to the attainment of the above objects and in particular for the further attainment of the above objects:

- (a) to acquire, accept, solicit or receive, by purchase, lease, contract, donation, legacy, gift, grant, bequest or otherwise, both real and personal property and to enter into and carry out agreements, contracts, arrangements and undertakings incidental thereto;
- (b) to hold, improve, manage, develop, exchange, lease, dispose of, turn to account, mortgage, sell, convert, or otherwise deal with any of the real or personal property from time to time owned by the Company and to enter into and carry out agreements, contract, arrangements and undertakings incidental thereto;

- (c) to borrow or raise or secure the payment of money in such manner as may from time to time be determined by the directors of the Company, and in particular, but without restricting the generality of the foregoing, by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property, both present and future, and to purchase, redeem or pay off any such securities;
- (d) to carry on any business, where such business is capable of being conveniently carried on in connection with the business of the Company, and such business is related to the above objects or such business is unrelated to the above objects but substantially all of the people employed by the Company in the carrying on of such business are not remunerated for such employment;
- (e) to acquire by purchase, lease, devise, gift and other title, and to hold, any real and personal property necessary for the carrying of its undertaking, and to sell, lease, mortgage, dispose of and convey the same or any part thereof as may be considered advisable, and to enter into and carry out agreements, contracts, arrangements and undertakings incidental thereto;
- (f) to demand, receive, sue for, recover and compel the payment of all sums of money that may become due and payable to the Company, and to apply the said sums for the objects and purposes of the Company, and generally to sue and be sued;
- (g) to acquire, accept, solicit or receive any gift of real or personal property, either as an annual or other contribution or as an addition to the fund or funds of the Company;
- (h) to enter into and carry out any agreements, contracts, arrangements and undertakings with any government or authority, municipal, local, provincial, federal or otherwise and to obtain from any government or authority, municipal, local, provincial, federal or otherwise, any rights, privileges and concessions;
- (i) to use, apply, give, devote, accumulate or distribute from time to time all or part of the fund or funds of the Company and/or the income therefrom for charitable purposes by such means as may from time to time seem expedient to its directors, and in the judgment of its directors, promote the above objects, including research, publication, education and the establishment and maintenance of charitable activities, charitable agencies or charitable institutions and the aid of any such activities, agencies or institutions already established;
- (j) to use apply, give, devote, accumulate or distribute from time to time all or part of the fund or funds of the Company and/or the income therefrom for charitable purposes, to or for any charitable organizations which in the judgment of the directors of the Company will promote the above objects;

- (k) to employ and pay such consultants, assistants, clerks, agents, representatives and employees, and to procure, equip and maintain such offices and other facilities and to incur such reasonable expenses as may be necessary;
 - (l) to draw, make, accept, endorse, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warrants and other negotiable or transferable instruments;
 - (m) to invest and deal with such monies of the Company as are not immediately required, in such manner as may from time to time be determined by the directors of the Company; and
 - (n) to carry out all or any of the objects of the Company, and do all or any of the above things as principals, agents, contractors, or otherwise, and either alone or in conjunction with others.
4. Except as is expressly provided for herein, in carrying out its objects the Company shall be entitled to exercise any of those powers set forth in Section 20 of the Companies Act of Alberta, RSA 2000, as may be amended, with the exception of Section 20(1)(L).
5. The liability of the members is limited.
6. In the event of the dissolution or winding-up of the Company, all of its remaining assets after payment of its liabilities shall be distributed to one or more charitable or non-profit organizations in Canada.
7. The Company shall conduct its operations without pecuniary gain to its members and all profits, if any, and other income of the Company and other accretions to the Company, are to be used in promoting its objects. The payment of dividends to the members of the Company is expressly prohibited and no part of the income of the Company shall be payable to, or otherwise available for, the personal benefit of any member of the Company.
8. Each member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he or she ceased to be a member, and of the costs, charges and expenses of winding-up and for adjustment of the rights of contributories among themselves, such amount as may be required, not exceeding the sum of \$1.00.

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

NAME

ADDRESS

OCCUPATION

(3 to sign if public/or 2 to sign if private; same persons sign Memorandum and Articles)

DATED at Edmonton, Alberta this [*Day*]_____ day of [*Month*]_____,
2008.

WITNESS AS TO THE SIGNATURES

Witness

Signature

Name

Address

Occupation