

Youth Restorative Action Project *LTD.* **Articles of Association**

Article 1 – Preamble

1.1 The Company

The name of the Company is the Youth Restorative Action Project, which may also be referred to as YRAP, the Company, or the Organization. YRAP is located in Edmonton, AB.

1.2 The Articles of Association

The following articles set forth the Articles of Association of YRAP, hereinafter referred to as the Articles.

Article 2 – Defining and Interpreting the Articles

2.1 Definitions

In these Articles, the following words have these meanings:

- 2.1.1 “AGM” refers to the Annual General Meeting of the Company
- 2.1.2 “Board” refers to the Board of Directors as established under these Articles
- 2.1.3 “Chairperson” refers to the Person presiding over a Company meeting
- 2.1.4 “Client” is a young Person referred to YRAP by the courts or another agency
- 2.1.5 “Director” refers to a Member of the Board of Directors
- 2.1.6 “Dissolution” refers to the official closure and discontinuation of the Organization
- 2.1.7 “Employee” refers to any Person currently in office of the Organization, hired by the Board
- 2.1.8 “Executive” refers to the Executive Committee of the Board of Directors (includes President, Vice President, Past President, Secretary, and Treasurer)
- 2.1.9 “Membership” and “Member” refers to any voting or non-voting Member
- 2.1.10 “Notice” refers to an announcement in email or any effective means to reach any Member(s) and/or the entire Membership
- 2.1.11 “Not in good standing” refers to a Member who is suspended
- 2.1.12 “Person” means an individual
- 2.1.13 “Quorum” refers to the minimum number of Members that must be present in order for a meeting to be valid
- 2.1.14 “Special Resolution” refers to a resolution supported by not less than 75% of the voting Members present and voting at a meeting. There must be 21 days’ Notice for this meeting
- 2.1.15 “Youth Member” is synonymous with a voting Member

2.2 Interpretation

The following rules of interpretation must be applied in interpreting these Articles:

- 2.2.1 Feminine and Masculine: gendered pronouns used in these Articles are inclusive to all genders.
- 2.2.2 Headings are for convenience only. They do not affect the interpretation of these Articles.
- 2.2.3 Liberal Interpretation: these Articles must be interpreted broadly and generously.

Article 3 – Objects of the Company

- 3.1 The objects of the Company are detailed in the Memorandum of Association

Article 4 – Name

4.1 The Organization shall hereby be called the Youth Restorative Action Project (hereinafter referred to as YRAP).

4.2 YRAP may establish sub-committees, working groups, and panels as necessary to achieve its objectives.

Article 5 – Membership

5.1 Classification of Members

There are two categories of Members:

- a) Voting Members
- b) Non-voting Members

5.1.1 Voting Members

The only Members who can vote at meetings of YRAP are:

- a) Between 14 and 24 years of age inclusive and in good standing with the Organization,
- b) A Board Member who is 25 years of age but was 24 at the time of her election and is in good standing with the Organization.

5.1.2 Non-voting Members

Those Members who cannot vote at meetings are:

- a) Those aged 25 or older, with the exception of 5.1.1b;
- b) Anyone not in good standing with YRAP.

5.2 Rights and Privileges of Members

5.2.1 Any Member in good standing is entitled to:

- a) Receive Notice of general, special, and annual general meetings of the Company;
- b) Attend any meeting and activity of the Company unless otherwise decided by the Board;
- c) Speak at any meeting of the Company;
- d) View all documents of YRAP other than those deemed confidential by the Board.

5.2.2 Number of Votes

5.2.2.1 A voting Member is entitled to 1 vote at a special meeting, AGM, or committee on which the Member sits. A Director additionally receives one vote at each Board meeting, with the casting vote being given to the Chairperson in the event of a tie.

5.2.2.2 Non-voting Members are not allowed to vote under any circumstances.

5.3 Admission of Members

5.3.1 Any person may become a Member of YRAP who is interviewed, screened, and approved by an individual who is delegated to do so by the Board.

5.3.2 Membership shall not be restricted due to the Person's prior or current life experiences or involvement within the Child Welfare and/or Justice System unless it can be shown that:

- a) the Person poses a real risk to the safety and well being of children or other Persons or
- b) the Person significantly impairs the credibility of YRAP in a given matter.

5.3.3 All YRAP Members must observe one YRAP panel before sitting as a YRAP panel Member.

5.4 Suspension of Membership or Expulsion

5.4.1 A Member may be suspended or expelled upon a majority vote of the Board or a majority vote

of the general Membership.

5.4.1 A Member may be suspended or expelled for any of the following reasons:

- a) The Member has failed to abide by the Articles;
- b) The Member has been disloyal or dishonest to YRAP;
- c) The Member fails to adhere to the values of restorative justice or protecting society;
- d) The Member's actions or lack of action is judged as harmful to YRAP, its Members, or its clients.

5.4.2 The process and qualifications of Member suspension/expulsion applies to all non-voting and voting Members, including Directors.

5.4.3 The affected Member will be provided Notice of intention to suspend or expel at least 7 days prior to the hearing unless allowing time between the infraction and suspension will continue to cause harm to YRAP.

5.4.4 Decision of the Board

5.4.4.1 The Board will determine how the matter will be dealt with.

5.4.4.2 The Member will be allowed to address the matter with the Board

5.4.4.3 The Member may be asked to leave during Board discussion and/or vote

5.4.4.4 The Board decision is final.

5.4.5 In the case of suspension, a suspension time must be set at the hearing and not exceed 3 months.

5.5 Resignation of Membership

5.5.1 Any Member may resign from YRAP by sending or delivering a written Notice to the Board of Directors or to an Employee.

5.5.2 A Member's resignation is assumed once she has been inactive or unresponsive for a period of one year.

5.5.3 A Director's resignation is assumed once she has been inactive or unresponsive for a period of 3 months.

5.6 Termination of Membership

5.6.1 Once a Member has resigned, been expelled, or becomes deceased, the Member's name is removed from the Registrar of Members.

5.6.2 The Member is considered to have ceased Membership on the date his name is removed from the Registrar of Members unless otherwise specified at the time of resignation/termination (to complete a current task etc).

5.6.3 Following removal from the Registrar, a past Member has no continuing obligations to the Company except for existing personal debts to the Company.

5.7 No Member is, in his individual capacity, liable for any debt or liability of the Company.

5.8 Membership is voluntary, and carries no minimum Membership time.

5.9 Members shall make all reasonable attempts to participate in YRAP training sessions.

5.10 Members must act without bias, and have an obligation to withdraw from any proceedings if there is a conflict of interest.

Article 6 – Meetings of the Company

6.1 The Annual General Meeting

6.1.1 YRAP must hold its AGM within 3 months of the start of a new fiscal year (January 1), in Edmonton, Alberta. The AGM should be held as close to the start of the new fiscal year as is possible.

6.1.2 The Board sets the place, date, and time of the meeting.

6.1.3 The Board of Directors must give Notice to the general Membership at least 21 days before the AGM.

6.1.4 Agenda for the Meeting

The AGM deals with the following matters:

- a) Approving the agenda;
- b) Approving the minutes of the last AGM;
- c) Considering the President's report;
- d) Reviewing the financial statements setting out the Company's income and expenditures;
- e) Approving the new budget;
- f) Electing the Board of Directors;
- g) Employee report on referrals and changes from the previous year;
- h) Considering matters specified in the meeting Notice;
- i) Other specific motions that that any Member has given notice of at least 21 days before the AGM.

6.1.5 Attendance by 20% of the Members at the AGM is a Quorum. If quorum is not met, the meeting will be postponed for exactly 1 week. If quorum is not met within 30 minutes at the second meeting, the meeting may proceed with the Members who are present.

6.2 Special Meetings

6.2.1 Calling of a Special Meeting

A special meeting may be called at any time:

- a) By a resolution of the Board of Directors;
- b) On the written request to the President of at least one third of the Board of Directors. The request must state the intended motions of the Special Meeting;
- c) On the written request of at least 20% of the general Membership. The request must state the intended motions of the special meeting.

6.2.2 Notice of a Special Meeting must be provided to the general membership at least 21 days prior to the meeting.

6.2.3 Only matters set out in the Notice of a Special Meeting are considered at the meeting.

6.2.4 The agenda for the special meeting must be included in the Notice for the meeting.

6.3 Proceedings at the AGM and Special Meetings.

6.3.1 Meetings of YRAP are open to the public, but non-Members may be asked to leave on a majority vote of the Membership.

6.3.1.1 A meeting held *in camera* (public attendance restricted) may record only the decisions of content discussed rather than all discussion, if the majority so chooses.

6.3.2 A Quorum is at least 20% of the Membership, including at least 2 Directors for all AGMs and special meetings.

6.3.2.1 If Quorum is not met, the meeting will be postponed for exactly 1 week. The second meeting

may proceed if a Quorum is not met within 30 minutes time.

6.3.3 Chairperson

6.3.3.1 The President chairs all meetings. The Vice-President chairs in the President's absence.

6.3.3.2 In the absence of the President and Vice-President, the present Members must select a Chairperson.

6.3.4 Voting

6.3.4.1 Each voting Member has 1 vote. A vote is taken by show of hands, but ballot entry may be requested by any voting Member on any matter. The exception to vote by show of hands is the election of Directors, which is done by ballot.

6.3.4.2 The Chairperson receives the casting vote in the case of a tie.

6.3.4.3 A Voting Member may not vote by proxy other than a shareholder.

6.3.4.4 Only Directors receive a vote at general and Board meetings.

6.3.4.4 Majority

6.3.4.4.1 Any ordinary motion must be put forth by a Director, and then seconded by another Director. Following this, a vote is taken. A simple majority vote cast by those in attendance is required in order to pass a motion.

6.3.4.4.2 A Special Resolution requires a majority of 75% of the votes cast by Members in attendance.

6.3.4.4.3 A meeting is invalid if any Member was not present to vote because of being excluded from notification deliberately.

6.3.4.4.4. Holding a meeting is unnecessary if every voting Member signs a resolution.

Article 7 – The Governance of YRAP

7.1 The Board of Directors

7.1.1 The Board governs and manages the affairs of YRAP. The Board may hire Employees to carry out management functions under the direction of the Board.

7.1.2 The Powers and Duties of the Board include:

- a) Promoting the objects of YRAP;
- b) Promoting Membership in YRAP;
- c) Maintaining and protecting YRAP's assets and property;
- d) Overseeing/ensuring payment of all expenses and services for operating and managing YRAP;
- e) Financing the operations of YRAP by borrowing or raising monies;
- f) Creating policies, rules, and regulations for managing and operating YRAP;
- g) Approving all contracts;
- h) Maintaining all accounts and financial records of YRAP;
- i) Appointing legal counsel as necessary;
- j) Selling, disposing of, or mortgaging any or all of the property of the Company;
- k) Without limiting the general responsibility of the Board, delegating its powers and duties to a committee or Employee;
- l) Approving all committee Chairpersons;
- m) All privileges afforded to voting Members;
- n) Attendance at meetings;
- o) Be aware of and adhere to YRAP's Articles.

7.1.3 The Board of Directors is to consist of no fewer than 2 and no greater than seven 7 Members, which includes the President, Vice-President, Past President, Treasurer, Secretary, and General Members.

7.1.4 Members of the Board of Directors are elected at each AGM.

7.1.4.1 Each Board position is open for nominations from the date that the AGM is announced until the election at the AGM. This requires that each Board Member vacate her position before elections and re-run for her or any other position if she so chooses.

7.1.4.2 Any Member running for a position on the Board of Directors must at be between the ages of 14 and 24 a voting Member of YRAP at the time of the AGM.

7.1.5 Resignation, Death, or Removal of a Director

7.1.5.1 Any Director may resign from office by giving 21 day's Notice to the Board of Directors. The resignation takes effect at the end of the Notice, or on the date the Board accepts the resignation.

7.1.5.2 Voting Members of YRAP may remove any Director with a majority vote at a Special Meeting convened for the purpose of removing said Director.

7.1.5.3 If there is a vacancy on the Board of Directors, the Board may appoint a voting Member to fill that vacancy. This excludes the position of Past President.

7.1.6 Meetings of the Board

7.1.6.1 The Board is encouraged to hold monthly meetings, and must hold a minimum of 9 meetings per year.

7.1.6.2 Meetings are called by the President, or any 2 Directors who request a meeting.

7.1.6.3.1 Seven days Notice is required for Board meetings, unless the need for Notice is waived by all Members.

7.1.6.3.2 The exception to clause 7.1.6.3.1 is in the case of a meeting which has been deemed confidential by the Board, only the Board is required to receive Notice of the meeting. In order to maintain transparency, such meetings are expected to happen rarely and only in situations where confidentiality is deemed necessary. No Special Resolution may be passed at these meetings.

7.1.6.4 A Quorum consists of a majority attendance of the Board. If there is no Quorum 30 minutes after the start time of the meeting, the present Board Members may proceed.

7.1.6.5 Each Director receives 1 vote. In the event of a tie, the Chairperson will cast the deciding vote.

7.1.6.6 Meetings of the Board are open to all Members, but only Directors may vote. Members may be asked to leave by a majority of the Directors to discuss confidential matters.

7.1.6.7 If all Directors agree to a resolution, it may be signed off in writing and become valid immediately. It is not necessary to call a Board Meeting.

7.1.6.8 A Meeting of the Board may be held by conference call or other electronic means. All Directors who participate are considered to be present at the meeting and a response time to determine how long Members have to respond is to be set out in the agenda when using email.

7.1.6.9 Errors or irregularities done in good faith do not invalidate acts done by any meeting of the Board.

7.1.7 No remuneration shall be paid to any Director for carrying out her duties as a Director.

7.2 Duties of the Board of Directors

7.2.1 The President:

- a) Supervises the affairs of the Board;
- b) Chairs all meetings when present, including the AGM, Special Meetings, and Board Meetings;
- c) Acts as a signing authority for financial and legal purposes unless another Member is explicitly selected by the Board to act as a signing authority;
- d) Reports to the Board on the status of major programs;
- e) Provides leadership and direction to the Board, including training;

- f) Creates Board meeting agendas;
- g) Works with the Employee(s) to ensure good management and accountability of YRAP;
- h) Carries out other duties assigned by the Board as needed.

7.2.2 The Vice- President:

- a) Presides at meetings in the President's absence;
- b) Replaces the President at various functions when asked to do so by the Board or by the President;
- c) Acts as a signing authority for financial and legal purposes unless another Director is explicitly selected by the Board;
- d) Supports the President in reporting to the Board on the status of major programs;
- e) Collaborates with the President and Employee(s) to ensure good management and accountability of YRAP;
- f) Carries out other duties assigned by the Board as needed.

7.2.3 The Treasurer:

- a) Makes sure all monies paid to YRAP are properly deposited, and ensures that all monies owed by YRAP to other agencies are paid;
- b) Prepares a detailed account of revenues and expenditures, as well as an annual budget, to present at the AGM;
- c) Acts as a signing authority for financial and legal purposes unless another Director is explicitly selected by the Board;
- d) Files the annual return with the Corporate Registry, Canada Revenue Agency, and Alberta Registries;
- e) Carries out other duties assigned by the Board as needed.

7.2.4 The Secretary:

- a) Attends all meetings of YRAP, and keeps accurate minutes of these meetings, including attendance, resolutions, appointments, and proceedings;
- b) Has charge of the Board's correspondence;
- c) Makes sure all Notices of various meetings are sent;
- d) Files changes in the Directors, amendments in the Articles and other incorporating documents with the Corporate Registry;
- e) Carries out other duties assigned by the Board.

7.2.5 The Past President

7.2.5.1 The Past President must serve a minimum of 1 term after serving as President.

7.2.5.2 The Past President adheres to the voting rules of the Company.

7.2.6 General Board Member:

- a) Carries out all duties assigned by the Board as needed;
- b) May unofficially fill a title Board role which has not been filled.

7.3 Committees

7.3.1 The Board may approve the creation of committees.

7.3.2 The Chairperson on a committee must either be a Director, or a Board approved Chairperson.

Article 8 – Finance and other Management Matters

8.1 The Registered office of YRAP is located in Edmonton, Alberta. If this changes, the Corporate Registry must be notified.

8.2 Finance and Auditing

8.2.1 The fiscal year of YRAP begins on January 1st and ends on December 31st of each year.

8.2.2 YRAP's financial statements, accounts, and records must be audited at least once per year unless the Company meets the criteria for exclusion of audit as set out in the *Companies Act*.

8.2.3 At each AGM, an auditor shall be appointed for the fiscal year, or the Board shall be authorized to appoint an auditor.

8.2.4 Auditor duties shall be regulated in accordance with the *Companies Act*.

8.3 The Seal of the Company

8.3.1 The Seal of YRAP can only be used by signing authorities.

8.3.2 Each time the seal is used, 2 signing authorities must sign the document to which the seal is applied.

8.3.3 The seal of the Company shall not be affixed to any instrument, except by authority of a resolution of the Board of Directors.

8.4 Cheques and Contracts of YRAP

8.4.1 Two signing authorities sign all cheques unless the Board explicitly states otherwise. The signing authorities shall consist of the President, Treasurer, and Vice-President. In the event that any of these positions are vacant or excused from fulfilling this responsibility, the Board of Directors will select 3 signing authorities, at least one of whom is a Member of the Board.

8.4.2 All contracts must be signed by 2 signing authorities, or other persons authorized to do so by Board resolution.

8.5 Book and Record Keeping and Inspection

8.5.1 The Secretary, or another Director named by the Board, keeps a copy of the minute books.

8.5.2 The Treasurer, or another Director named by the Board, keeps the financial records and books. This may involve a partnership with a financial advisor as approved by the Board.

8.5.3 The Board keeps all remaining files and all necessary books and records of YRAP as required by *the Companies Act*, or any other statutes or laws.

8.5.4 Any Member may inspect any documents of YRAP at the Company's office, upon giving reasonable Notice, so long as the documents are not deemed confidential by the Board of Directors.

8.5.5 At every AGM the Directors shall present a financial statement, accompanied by an audit if one was required for that year.

8.6 Contracts

8.6.1 Contracts of the Company are to be signed by either of the signing authorities.

8.6.2 Borrowing Powers

8.6.2.1 The Company may borrow or raise funds to meet its objects and operations. The Board decides and/or approves the amounts and ways to raise money.

8.7 Honorariums

8.7.1 No Member is to be paid for his services to YRAP. This excludes volunteer appreciation, honorariums, internships, and employment.

8.8 Protection for Directors

8.8.1 Each Director holds office with protection from the Company. YRAP indemnifies each director against all costs that result from any act done in her role for the Company. There is no protection for Directors or Officers for acts of fraud, dishonesty, and bad faith.

8.8.2 No Director is liable for the acts of another Director or Employee. No Director is responsible for any loss or damage due to the bankruptcy, insolvency, or wrongful act of any person or firm dealing with YRAP. No Director is liable for any loss due to an oversight or error in judgement, or by an act in her role for YRAP, unless the act is fraud, dishonesty, or bad faith.

Article 9 – Shares

9.1 Shares

9.1.1 No share shall be offered to the public for subscription except on the terms that the amount payable on application shall be at least 5% of the nominal amount or par value of the share, or, in the case of a share without nominal or par value, of the price of the share; and the directors shall, as regards any allotment of shares, duly comply with such of the provisions of the *Companies Act* as may be applicable thereto.

9.1.2 Every Member shall, without payment, be entitled to a certificate signed by the secretary and one other officer of the Company containing the statements required by the *Companies Act*; provided that, in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one or several joint holders shall be sufficient delivery to all.

9.1.3 If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding 50¢, and on such terms, if any, as to evidence and indemnity as the directors think fit.

9.1.4 No part of the funds of the Company shall be employed in the purchase of, or in loans upon the security of, the Company's shares.

9.2 Calls on Shares

9.2.1 The directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares: Provided that no call shall exceed 1/4 of the nominal amount of the share, or, in the case of a share without nominal or par value, of the price at which the share is issued, or be payable at less than one month from the last call; and each Member shall (subject to receiving at least 14 days' notice specifying the time or times of payment) pay to the Company at the time or times so specified the amount called on the Member's shares.

9.2.2 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

9.2.3 If a call or installment of a call is not paid before or on the day appointed for payment thereof, the person from whom the call is due shall pay interest thereon at the rate of 8% per year from the day appointed for the payment thereof to the time of the actual payment, but the directors shall be at liberty to waive payment of that interest wholly or in part.

9.2.4 The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

9.2.5 The directors may, if they think fit, receive from any Member willing to advance it all or any part of the money uncalled and unpaid on any shares held by the Member, and on all or any of the money so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate (not exceeding, without the sanction of an ordinary resolution, whether previous notice thereof has been given or not, 6%) as may be agreed upon between the Member paying such money in advance and the directors.

9.3 Transfer and Transmission of Shares

9.3.1 The instrument of transfer of any shares in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of Members in respect thereof.

9.3.2 Shares in the Company shall be transferred in a document of any form which is signed and dated by the transferor and transferee, and witnessed by a signing authority.

9.3.3 The directors may decline to register any transfer of shares, not being fully paid shares, to a person of whom they do not approve, and may also decline to register any transfer of shares on which the Company has a lien. The directors may also suspend the registration of transfers during the 14 days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless

- a) a fee not exceeding 50¢ is paid to the Company in respect thereof, and
- b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

9.3.4 The executors or administrators of a deceased sole holder of a share shall be the only persons recognized by the Company as having any title to the share. In the case of a share registered in the names of 2 or more holders, the survivors or survivor, or the executors or administrators of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share.

9.3.5 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall, on such evidence being produced as may from time to time be required by the directors, have the right either to be registered as a Member in respect of the share, or, instead of being registered, to make such transfer of the share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

9.3.6 A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to other advantages to which the person would be entitled if the person were the registered holder of the share, except that the person shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company.

9.4 Forfeiture of Shares

9.4.1 If a Member fails to pay any call or instalment of a call on the day appointed for the payment thereof, the directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on the Member requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

9.4.2 The notice shall name a further day (not earlier than the expiration of 14 days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

9.4.3 If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.

9.4.4 A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

9.4.5 A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares.

9.4.6 A statutory declaration in writing that the declarant is a director of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive proof of the facts therein stated as against all persons claiming to be entitled to the share, and that declaration, and the receipt of the Company for the consideration, if any, given for the share on the sale or disposition thereof, shall constitute a good title to the share, and the person to whom the share is sold or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase-money, if any, nor shall the person's title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share.

9.5 Alteration of Capital and Shares

9.5.1 The company may by Special Resolution alter the conditions of its memorandum so as to increase its authorized share capital:

- a) by the creation of such number of new shares of such amount, or
- b) by the creation of such number of new shares without nominal or par value if the Company is authorized to issue such shares,

as the Special Resolution shall prescribe.

9.5.2 All new shares shall, before issue, be offered to such persons, if any, as the resolution may direct. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that the person declines to accept the shares offered, the directors may dispose of them in such manner as they think most beneficial to the Company. The directors may likewise so dispose of any new shares which, by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares, cannot, in the opinion of the directors, be conveniently offered under this article.

9.5.3 The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture, and otherwise as the existing shares in the Company.

Article 10 – Private Company

10.1 YRAP is a private company. “Private Company” means a company that by its memorandum or articles, in the case of a company having a share capital:

- a) restricts or prohibits the right to transfer any of its shares,
- b) limits the number of its Members to 50 or less, exclusive of persons who are in the employment of the company, and persons who, having been formerly in the employment of the company, were while in that employment and have continued after the determination of that employment to be Members of the company, but where 2 or more persons hold one or more shares in the company jointly they shall, for the purposes of this definition, be treated as a single Member, and
- c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.

Article 11 – Adult Advisors

11.1 YRAP shall include Adult Advisors within its organization. Adult Advisor positions are open to persons over the age of 24 years, who have signed an Oath of Confidentiality.

11.2 Adults aged 25 and over are non-voting Members and cannot actively participate in YRAP Panels (including mentoring), or governance except in the capacity of an advisor. Outside of panels and governance, an Adult Advisor may actively participate in any other activity of the Company with the exception of voting.

Article 12 – Confidentiality

12.1 All information in the proceedings and records of this process which identifies the Young Person shall be kept confidential as defined by the Youth Criminal Justice Act.

12.2.1 All YRAP Members shall be required to sign an oath of confidentiality prior to learning any particulars of YRAP referrals or participating in any meetings where this information is to be discussed.

12.2.2 The oath of confidentiality binds each Member to abide by the confidentiality provisions laid out in Alberta's Freedom of Information and Protection of Privacy Act, and the Youth Criminal Justice Act. Confidentiality is also be considered in terms of YRAP's commitment to value the relationship with the client and to act in good faith when discussing details of the Company's clients.

12.2.3 Any violation will be dealt with as prescribed by the Board in consultation with applicable youth Members, adult advisors, the Solicitor General department, Attorney General, Department of Justice and/or any other applicable organization.

12.3 Any personal disclosures of individual YRAP Members are made at their sole discretion and cannot be disseminated without their consent unless it is a matter of child welfare stated by a Member who is a minor.

Article 13 – Amending the Articles

13.1 The Articles of Association will be rescinded, altered or added to at a Special Meeting called for this purpose, or at the AGM.

13.2.1 Amendments will be sanctioned and supported by a 75% vote of voting Members.

13.2.2 The amended Articles take effect after accepted by the Corporate Registry of Alberta.

Article 14 – Distributing Assets and Dissolving the Company

14.1 The organization may be dissolved upon the passing of a Special Resolution supported by 75% of Board Members and 75% of Voting Members at a meeting convened for this purpose.

14.2.1 Upon dissolution of the organization assets remaining after paying debts and liabilities must be disbursed to a qualified done with similar objects.

14.2.2 YRAP does not pay any dividends or distribute its property among Members.

14.3 At dissolution the executive will ensure that all public and private organizations with which the

organization conducted business are formally notified.