

THE COOPERATIVE
ASSOCIATION ACT [SBC] 1999

*Company limited by guarantee
and not having a share capital*

**MEMORANDUM &
ARTICLES of ASSOCIATION**

of

**Groundwork Community
Service Cooperative**

Incorporated on

NAME REQUEST **NR5463337**

Drafted by :
CF McSorley & Meade²

THE COOPERATIVE
ASSOCIATION ACT [SBC] 1999

Company limited to member share and not having a share capital

MEMORANDUM of ASSOCIATION

of

Groundwork Community Service Cooperative ("Groundwork CSC")

The Memorandum of Association sets out the Charitable Purposes of the Association and the Powers conferred upon it to enable the achievement of the Charitable Purposes of the Foundation, confirms the limit of liability upon its Members and explains what is to happen to any surplus assets upon its dissolution.

FULL NAME OF ASSOCIATION

1. The name of the company is "Groundwork Community Service Cooperative" ("Groundwork CSC").

PURPOSE OF ASSOCIATION

2. The purpose for which the Association is formed is to provide charitable, administrative and legal; support, management and advocacy for membership in the creation, administration, preservation and development of community and proprietary systems, companies and organizations chartered and assigned to members for the public good.

RESTRICTIONS ON BUSINESS

3. Any activity deemed to be in violation of the organization's Charitable Status requirements or the Purpose of the Association is deemed to be restricted activity. The Association is incorporated subject to section 196 of the Cooperative Association Act, Pactum De Singularis Caelum and associated texts and this clause is unalterable.

RESTRICTIONS ON POWERS

4. The Powers of the Association are derived by and through the membership and cannot exceed that of a member or of the membership in accord with Pactum De Singularis Caelum and associated texts.

AUTHORIZED SHARE CAPITAL

Company limited to member share and not having a share capital

5. The authorized share capital shall consist of;
 - 1) an unlimited number of member shares with;
 - 2) a par value of \$1 per share.

CHARITABLE PURPOSES

6. The charitable purposes of the Organization ("the Charitable Purposes") are:
- (a) to protect, preserve, manage, administer, develop and to assist in the protection, management, administration and development of these 18 Sectors:

- (i) Member services & charitable systems and;
- (ii) Financial services & estate planning systems and;
- (iii) Vocational Support & Skills Development Systems and;
- (iv) Technology support & development systems and;
- (v) Capital, finance & asset management systems and;
- (vi) Legal support & Justice systems and;
- (vii) Sustainable homes & community building systems and;
- (viii) Facilities management & construction systems and;
- (ix) Market solutions & settlement systems and;
- (x) Media production & network communication systems and;
- (xi) Health support & well-being systems and;
- (xii) Ethical food & therapeutic systems and;
- (xiii) Security & emergency systems and;
- (xiv) Transport & logistics systems and;
- (xv) Advanced energy & infrastructure systems and;
- (xvi) Disease prevention & sanitation systems and;
- (xvii) Environmental protection & preservation systems and;
- (xviii) Ethical agriculture & organic systems and;

For the public good, other charitable & community organizations without limit, within the mits and bounds of the local communities of the Campus. To encourage and enable the public to use and enjoy the same;

- (b) to maintain, develop, assist and encourage the funding, maintenance, administration and development of anything in relation to the eighteen (18) Development Sectors as listed in 6(a) in any manner the directors or trustees see fit. Across each local Campus and community or association by way of any institutions, organizations, companies, cooperatives, foundations or members organizations and or assignments operating in those Campus' or communities from time to time and, generally, to provide, or assist in the provision of systems without limit, in accord with the associations purpose for the advancement of education, relief of poverty, advancement of religion, and or any other purposes beneficial to the advancement of the community, the Campus' and the public good;
- (c) to carry out such other purposes for the advancement of any object listed 4.(b) in whole or in part, as the Trustees shall from time to time think fit in accord with the Association's purpose including but not limited to, the provision of and assisting with the provision of development of whatever type by providing, assisting, forming, training, administering, managing and encouraging reputable establishments or places whether in corporate Canada or the Canadian University, the community or Campus, elsewhere in the The Americas or America's Union or outwith the The Americas or America's Union.

POWERS

7. The Foundation shall have the following powers (but only in furtherance of the Charitable Purposes and Purpose of Association):

General

- (a) to encourage and develop a spirit of voluntary or other commitment by individuals, unincorporated associations, societies, federations, partnerships, corporate bodies, agencies, undertakings, local and federal authorities, unions, co-operatives, trusts and others and any groups or groupings thereof willing to assist the Association to achieve the Charitable Purposes and Purpose of Association;
- (b) to provide for any requirement across the 18 Development Sectors and;
- (c) to promote and carry out research, surveys and investigations and develop initiatives, projects, proposals and programmes;
- (d) to fulfill the Purposes of the Association through assignments to members;
- (e) to prepare, organize, promote and implement training courses, exhibitions, lectures, seminars, gatherings, conferences, events, charters, assignments, projects and workshops, to collate, collect, disseminate and exchange information and to prepare, produce, edit, publish, exhibit and distribute articles, pamphlets, books and other publications and media productions, tapes, motion and still pictures, music and drama and other materials, all in any medium;

Property

- (f) to purchase, lease, hire, or otherwise acquire in any way any property suitable for the Association and or Member Assignments and to construct, convert, improve, develop, maintain, alter and demolish any buildings or erections whether of a permanent or temporary nature, and manage and operate or arrange for the professional or other appropriate management and operation of the Association's property;
- (g) to sell, let, hire, license, give in exchange and otherwise dispose of all or any part of the property of the Association;
- (h) to establish and administer a building fund or funds or guarantee fund or funds or endowment fund or funds or any fund in any form;

Employment

- (i) to employ, contract with, train and pay such staff (whether employed or self-employed) as are considered appropriate for the proper conduct of the activities and assignments of the Association it's members or other;

Funding and Financial

- (j) to take such steps as may be deemed appropriate for the purpose of raising funds for the activities of the Association;
- (k) to accept subscriptions, grants, donations, gifts, legacies and endowments of all kinds, either absolutely or conditionally generally or in trust;
- (l) to borrow or raise money for the Charitable Purposes and to give security in support of any such borrowings by the Association and/or in support of any obligations undertaken by the Association;
- (m) to set aside funds not immediately required as a reserve or for specific purposes;
- (n) to open, operate and manage bank and other accounts and to invest any funds which are not immediately required for the activities of the Association in such investments as may be considered appropriate and to dispose of, and vary, such investments;
- (o) to make grants or loans of money and to give guarantees;
- (p) to employ as a professional investment manager any person who is entitled to carry on investment business under the supervision of the BC Financial Services

Authority BCFSFA (or its successors) and to delegate to any such manager the exercise of all or any of its powers or investment or such terms and at such reasonable remuneration as the Board of Trustees thinks fit, and to enable investments to be held for the Association in nominee names, but subject always to the provisions of applicable Charity Legislation.

Development

- (q) to establish, manage and/or support any other charity or activity, and to make donations for any charitable purpose falling within the Charitable Purposes or Purposes of Association;
- (r) to establish, operate and administer and/or otherwise acquire any separate trading company or association, whether charitable or not;
- (s) to enter into any arrangement with any organization, government or authority which may be advantageous for the purposes of the activities of the Association and to enter into any arrangement for co-operation, mutual assistance, or sharing profit with any charity or appropriate organization;
- (t) to enter into contracts to provide services to or on behalf of others:

Insurance and Protection

- (u) to effect insurance of all kinds (which may include indemnity insurance in respect of Directors, employees and volunteers);
- (v) to oppose, or object to, any application or proceedings which may prejudice the interests of the Association it's members or interests;

Ancillary

- (w) to pay the costs of forming the Association and its subsequent development;
- (x) to carry out the Charitable Purposes in any part of the world as principal, agent, contractor, trustee or in any other capacity; and
- (y) to do anything which may be incidental or conducive to the Charitable Purposes or purposes of Association so long as these are charitable.

Declaring that the order in which these Powers are listed or the terms of the sub-headings above are of no significance in terms of their respective priority which shall be deemed to be equal.

CONSTRAINTS ON PAYMENTS OR BENEFITS TO MEMBERS

- 8. (a) The income and property of the Association shall be applied solely towards promoting the Charitable Purposes and purposes of Association.
- (b) No part of the income or property of the Association shall be paid or transferred (directly or indirectly) to the members of the Association, whether by way of dividend, bonus or otherwise, except where such members are in receipt of income or property of the Foundation as a beneficiary of the Association in terms of the Charitable Purposes or purposes of Association.
- (c) No benefit (whether in money or in kind) shall be given by the Association to any member or Trustee except the possibility of:
 - (i) repayment of out-of-pocket expenses to Directors, members or other (subject to prior agreement by the Board); or
 - (ii) reasonable remuneration to a member or any director or other in return for specific services actually rendered to the Association (not being of a management nature normally carried out by a director of a company); or
 - (iii) payment of interest at a rate not exceeding the commercial rate on money lent to the Association by any member or Director or other; or

- (iv) payment of rent at a rate not exceeding the open market rent for property let to the Association by any member or Director or other; or
- (v) the purchase of property from any member or Director or other, provided that such purchase is at or below market value or the sale of property to any member or Director provided that such sale is at or above market value; or
- (vi) payment by way of any indemnity where appropriate.

LIMIT OF LIABILITY

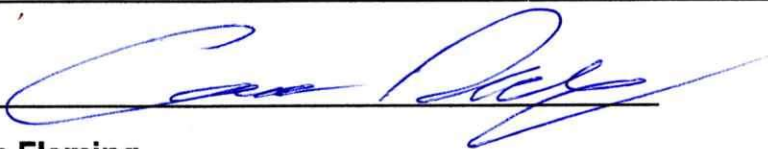
- 9. (a) The liability of the members is limited.
- (b) Every member of the Association undertakes to contribute such amount as may be required by value of membership to the property of the Association if it should be wound up whilst he, she or it is a member or within one year after he, she or it ceases to be a member (for whatever reason), for payment of its debts and liabilities contracted before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up.

DISSOLUTION

- 10. (a) The winding-up of the Association may take place only on the decision of not less than 75% of its members who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose.
- (b) If, on the winding-up of the Association, any property remains, after satisfaction of all its debts and liabilities, such property shall be given or transferred to any one or more charities having the same or a similar object to the Charitable Purposes.
- (c) The charity or charities to which the property is to be transferred in terms of sub-clause (b) hereof shall be determined on the decision of not less than 3/4 of the members of the Association who are present and voting at a General Meeting called specifically (but not necessarily exclusively) for the purpose or, failing that, by a decision of not less than 3/4 of the Board or, failing that, as determined by an arbiter to be chosen amicably by the Board or, failing such amicable choice, as determined by the Federal/Provincial/Territorial Network of Charity Regulators (or successors), whose decision shall be final and binding upon the Association.

WE, the Subscribers to this Memorandum of Association, wish to be formed into an association pursuant to this Memorandum.

Names and Addresses of Subscribers

1. 

Cameron Fleming
mendicant minister
McSorley Estate
PO Box 318, 4481
Chuckwagon Tr.
Forest Grove BC
V0K 1M0


2. 

Danielle Kidston
cooperative developer
PO Box 2361
100 Mile House BC
V0K 2E0

3. 

Cody Gene Meade
media producer
PO Box 44
Lone Butte BC
V0K 1X0

Dated 24 Oct 2022

Witness to the above signatures: 

Name: 

Occupation: 

Address: 