

**ARTICLES OF ASSOCIATION
OF THE
FRANCIS WINSPEAR CENTRE FOR MUSIC**

Revised ~~Bylaws- Articles of Association~~ Approved By the Francis Winspear Centre for Music Board On ~~December 7, 2015~~ April 18, 2018

**GENERAL PROVISIONS
TABLE "A"**

1. Table "A" in the first schedule of the Act shall not apply to the Winspear Centre except insofar as the same are repeated or incorporated in these Articles of Association.

DEFINITIONS AND INTERPRETATIONS

2. In these Articles of Association:

- a) **"Act"** means *The Companies Act*, Revised Statutes of Alberta, 1980, Chapter C-20, or any statutes from time to time enacted in substitution thereof, as amended from time to time.
- b) **"Directors", "Board", or "Board of Directors"** means the board of directors of the Winspear Centre.
- c) **"Winspear Centre"** means the Francis Winspear Centre for Music.
- d) **"Society"** means the Edmonton Symphony Society and any reference herein to a director of the Symphony means a member of the board of directors of the Edmonton Symphony Society.
- e) **"General Meeting"** means a meeting of the Members of the Winspear Centre.
- f) **"Member" or "Members"** means a shareholder or other member of the Winspear Centre.
- g) **"Officer"** means an officer of the Winspear Centre appointed in accordance with Article 53.
- h) **"Ordinary Resolution" or "Resolution"** means a resolution passed by a simple majority of the Members or Directors, as the case may be, present and voting.
- i) **"Special Resolution"** means:
 - (i) a resolution passed at a General Meeting of which not less than twenty-one (21) days' notice specifying the intention to propose the resolution has been duly given and by a majority of not less than 75% of the votes of those Members who, if entitled to do so, vote in person;
 - (ii) a resolution proposed and passed as a special resolution at a General Meeting of which less than twenty-one (21) days' notice has been given, if all the ~~members~~ Members entitled to attend and vote at that General Meeting so agree; or
 - (iii) a resolution consented to in writing by all the Members who would have been entitled at a General Meeting to vote on the resolution.

3. In the interpretation of these Articles of Association, except where the context otherwise indicates:

- a) words importing the singular number shall also include the plural, words importing the masculine gender shall also include the feminine, words importing persons shall include corporations and vice versa;
- b) the terms used herein, unless otherwise defined, have the same meaning as they are given under the Act;
- c) these Articles of Association shall be interpreted in a large and liberal sense so as to give effect thereto wherever possible.

REGISTERED OFFICE

- 4. The Registered Office of the Winspear Centre may be established or changed from time to time by ~~Ordinary resolution~~ [Resolution](#) of the Directors.

MEMBERSHIP

- 5. There shall be one class of Members.
- 6. Members shall be entitled to vote at any meeting of Members and each Member shall be entitled to one (1) vote.
- 7. Each and every director of the Society is a Member of the Winspear Centre and upon each such person's appointment, resignation and removal (for any reason) as a director of the Society, each person shall be deemed to have likewise been appointed to, resigned from or removed as a Member of the Winspear Centre.
- 8. The Winspear Centre shall not issue any further shares in the Winspear Centre beyond those issued and outstanding as at the date these Articles became effective.
- 9. Membership in the Winspear Centre may not be in any manner transferred, assigned or transmitted but all rights and privileges of membership shall cease upon the Member's death, retirement or resignation as a Member or retirement or resignation as a director of the Society.
- 10. No shares in the Winspear Centre may be transferred without the approval of the Board of Directors.

MEMBERS' MEETINGS

- 11. Annual General Meetings of the Winspear Centre shall be held once in each calendar year and not more than sixteen (16) months after the holding of the last Annual General Meeting. Subject to the foregoing, Annual General Meetings shall be held at such time and place in Alberta as the Members shall appoint.
- 12. The business to be transacted at an Annual General Meeting shall include:
 - a) the receipt of any reports submitted by the Board of Directors;
 - b) the receipt of the financial statements of the Winspear Centre and the report of the Auditors relating thereto;
 - c) the election of members of the Board of Directors;

d) the appointment of an Auditor for the Winspear Centre; and

e) the transaction of such other business as under the Act or these Articles of Association ought to be transacted at the Annual General Meeting.

13. The Chair of the Board may convene a General Meeting and shall do so upon requisition of any two (2) Members.

14. Subject to Articles 16 and ~~18~~17, at least seven (7) days before any General Meeting, notice thereof specifying the place, the day and hour of the meeting and, the general nature of such business to be conducted at the General Meeting, shall be given to the Members.

15. If a Special Resolution is to be proposed for such meeting then such notice shall be delivered at least twenty-one (21) days before such meeting and shall specify the intention to propose the Special Resolution and the proposed text thereof, although nothing in this clause shall preclude amendments to such text during the course of such meeting. Delivery of such notice specifying the proposed text of the proposed Special Resolution shall not be necessary for those Members notified by published notice pursuant to Article 75. The proposed text of such meeting shall be available to such Members notified pursuant to Article 75 upon written demand.

16. The accidental omission to give such notice to or the non-receipt of such notice by any Member shall not invalidate the proceedings at any meeting.

17. A meeting may be convened upon shorter notice than hereinbefore provided with the consent of all Members who have not been given the required notice, such consent to be given either before, at or after the holding of the meeting.

PROCEEDINGS AT MEMBERS MEETINGS

18. A simple majority of the Members shall constitute a quorum, except at any meeting at which it is proposed to amend these Articles in which event a quorum shall be comprised of 75% or more of the Members. A quorum is not necessary to choose a chair of the meeting or to adjourn.

19. In the event that a quorum is not present at a meeting duly called and for which proper notice has been given and provided that notice of any adjournment is given to all Members in accordance with these Articles, the meeting will be adjourned to the same time and place and on the same day of the following week, unless the Members present at such a meeting have agreed upon another time, place and date, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present (if there be five (5) or more of them) shall, notwithstanding Article 18, be a quorum and the meeting shall be deemed properly constituted for the conduct of any business which may be properly conducted at a General Meeting.

20. The Chair of the Board shall preside as chair at every General Meeting of the Winspear Centre and if the Chair is not present, the Members present shall choose one of their number to be chair of such meeting.

21. The chair of the meeting may, with the consent of the meeting, adjourn any meeting from time to time and place to place but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place unless all Members otherwise agree.

22. Members may vote by proxy.

23. At every General Meeting every question shall be decided in the first instance by a show of hands, unless before or upon the declaration of the result of the show of hands, a poll be demanded by any Member present in person or by proxy. If a poll be demanded in the manner abovementioned, it shall be taken at such time and place and in such manner as the chair of the meeting may direct, and the result of such poll shall be as determined by the chair of the meeting. A demand for a poll may be withdraw.
24. In the case of an equality of votes at any General Meeting, whether upon a show of hands or at a poll, the chair of the meeting shall not be entitled to a second or casting vote. In the case of a tie vote, the motion shall be lost.
25. Any matter coming before a meeting of the Members shall be decided by Ordinary Resolution, unless otherwise prescribed by the Act or herein.
26. Minutes shall be kept of all General Meetings.
27. A meeting of the Members may be held by means of a telephone or other communication facilities, notwithstanding the fact that the persons constituting such meeting are not all together in the same room or place, providing however, that such facilities permit all such persons participating in the meeting and entitled to vote thereat to hear each other. A Member participating in such a meeting by such means is deemed to be present at the meeting.

APPOINTMENT OF BOARD OF DIRECTORS

- | 28. The Board shall consist of not less than five (5) members, all as appointed by the Board of the Society on the recommendation of the Nominating Committee of the Society.
- | 29. The terms of the Board members shall be for one (1), two (2) or three (3) years.
30. A Board member may be reappointed for additional and successive terms provided that he or she does not serve as a Board member for any continuous terms exceeding nine (9) years.
31. A Director may resign from his or her office upon delivery to the Winspear Centre a notice in writing of his or her intention so to do and such resignation shall take effect upon the effective date stated in such notice.
32. The office of Director shall be vacated if such person:
 - a) becomes mentally incompetent;
 - b) dies;
 - c) is convicted of an indictable offence or is imprisoned in excess of fourteen (14) days;
 - d) fails to attend Board meetings for three (3) consecutive meetings except that such failure to attend may be waived by the Directors; or
 - e) is declared bankrupt.
33. Notwithstanding anything contained in these Articles, any act done in good faith by a Director who is removed from, or ceases to hold office shall be valid unless such Director has resigned or was given actual notice of his or her removal prior to the doing of such act.

34. The continuing Board of Directors may act notwithstanding any vacancy in their body.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

35. The Board of Directors shall control and manage all the affairs and property of the Winspear Centre and may exercise all the powers of the Winspear Centre and do so on behalf of the Winspear Centre all such acts as may be exercised and done by the Winspear Centre, and as are not by these presents required to be exercised or done by the Members in a ~~general~~ General meeting ~~Meeting~~. Notwithstanding the foregoing provisions of this Article, the Members in ~~a general~~ General meeting ~~Meeting~~ may by ~~ordinary~~ Ordinary resolution ~~Resolution~~:
- a) do anything which the Directors may do (including anything which the Directors are empowered to do under these Articles);
 - b) ratify anything which purports to have been done as an act of the Directors;
 - c) repeal or otherwise contradict any ~~resolution~~ Resolution of the Directors previously made; and
 - d) govern, abrogate or restrict, from time to time, the powers of the Directors or the manner in which they exercise them, so long as this is not done retroactively.
36. For greater certainty, the Directors may expend, pay out or deal with any money received by the Winspear Centre as the Directors deem appropriate and as accords with the Winspear Centre's objectives.
37. The Directors may, for such remuneration as they deem fit, engage all such agents and servants and may grant and delegate such powers to one or more of them as the Directors consider appropriate.
38. The grants or declarations of powers to the Directors contained in these Articles shall be read cumulatively, no one such grant or declaration to cut down or create any exception from the scope of any other such grant or declaration.

PROCEEDINGS OF BOARD OF DIRECTORS

39. The Board of Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. A majority of the Board of Directors in office shall constitute a quorum. In the case of an equality of votes the Chair of the Board shall not have a second or casting vote and the ~~resolution~~ Resolution shall be deemed defeated.
40. Meetings of the Board of Directors may be summoned by the Chair of the Board or on the requisition of any two (2) Board of Directors on forty-eight (48) hours notice given verbally or in writing. Any Director, whether attending or not, may at any time waive the requirement for notice and any Director who does attend shall be deemed to have done so.
41. Meetings of the Board of Directors may be held anywhere in the Province of Alberta, or, with the consent of a majority of Board of Directors, at any other place.
42. Subject to Article 57, the Chair of the Board shall preside at all Board meetings, but in default, the Board of Directors present shall, by majority vote, choose one of their number to be chair of the meeting.

43. A meeting of the Board of Directors or of any committee of the Board may be held by means of telephone or other communication facilities, notwithstanding the fact that the persons constituting such meeting are not all together in the same room or place, providing however, that such facilities permit all such persons participating in the meeting and entitled to vote thereat to hear each other. A Director participating in such a meeting by such means is deemed to be present at the meeting.
44. Any resolution or a document purporting to be the minutes of a meeting of the Board of Directors shall have full force and effect according to its tenor and purport, whether or not any meeting was actually held, or properly constituted, or the proper procedure followed thereat, provided that the resolution or other document is signed or consented to in writing by all Board of Directors entitled to vote at a meeting held on the date thereof.
45. All acts done by any meeting of the Board of Directors or by any persons acting as Board of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Board of Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a Director.
46. Accidental omission to give any notice of a meeting to any Director, or the non-receipt of any notice by any Director, or any error in any notice not affecting the substance thereof, shall not invalidate such a meeting or any actions taken [at such meeting](#)thereat.

CONFLICTS OF INTEREST

47. If, but only if, a Director has disclosed his interest in accordance with Article [49-48](#) hereof, such Director, and any entity in which such Director (or his or her spouse or child) has any direct or indirect interest, may contract with the Winspear Centre on any terms and conditions whatsoever and no such contract shall be void or voidable, or be subject to any constructive or resulting trust, nor shall such Director be subject to any constructive or resulting trust or duty to account, by reason only of his position as Director of the Winspear Centre, or by reason of any other conflict between his interests as Director, and his position with respect to such contract.
48. A Director shall disclose to each of the other Directors any interest he or she (or his or her spouse or child) has, or may have, or proposes to have, whether direct or indirect, in any contract or arrangement proposed with the Winspear Centre if such Director be then so interested or if it is reasonable foreseeable that he or she will become so interested.
49. A Director shall not vote in respect of any contract, trust, or arrangement in which he or she (or his or her spouse or child) is interested (either financially or by reason of any other familial or fiduciary office or relationship) and if he or she does so his or her vote shall not be counted, except in the following cases:
 - a) where there is no quorum of Directors in office who are not so interested;
 - b) where the Members have by Ordinary Resolution and either generally or specifically, authorized the Director to so vote; or
 - c) the contract, trust or arrangement is with the Society.
50. A Director shall not be in breach of any fiduciary or other duty to the Winspear Centre or be subject to any constructive or resulting trust, duty to account or liability by reason only of the fact that:
 - a) he or she is also a director of the Society;

- b) he or she makes use of information or business opportunities obtained or acquired by such person in his position as a director of the Society, for the benefit of the Society;
 - c) he or she votes in favour of a resolution which favours the interests of the Society over those of the Winspear Centre;
51. A Director (the "Conflicted Director") shall, at the request of any other Director, be excluded from any meeting (an "Exclusive Meeting") of Directors, or any committee thereof, at which there is to be discussed, or resolutions proposed, pertaining to:
- a) any disciplinary action, including dismissal, to be taken by the Winspear Centre in relation to the Conflicted Director's employment or that of the Conflicted Director's spouse or child;
 - b) the termination, negotiation, renewal or non-renewal of any contract, including any contract of employment or service or any contract for the supply of goods or services, between the Winspear Centre and:
 - (i) the Conflicted Director, or the Conflicted Director's spouse or child; or
 - (ii) any other person or entity in which the Conflicted Director or the Conflicted Director's spouse or child is interested (either financially or by reason of any other familial or fiduciary office or relationship);
 - c) any existing or proposed litigation or other legal proceeding in which it is reasonable to suppose that the Winspear Centre and the Conflicted Director or such Director's spouse or child would be adverse in interest; or
 - d) any other right, option, contract or entitlement of the Winspear Centre with or against the Conflicted Director or the Conflicted Director's spouse or child or in which either of them have an interest (either financially or by reason of any other familial or fiduciary office or relationship).
52. It shall not be necessary to give a Conflicted Director notice of an Exclusive Meeting.
53. A resolution pertaining to any of the matters described in Article 51 and passed at an Exclusive Meeting shall be as valid and effectual as if the Conflicted Director had valid notice of such meeting and had been permitted to attend.
54. Without limitation to Article 53, for purposes of determining the presence of a quorum at an Exclusive Meeting, a Conflicted Director shall be counted as though he or she were present.

OFFICERS

55. The Board of the Winspear Centre, on the recommendation of the Board of the Society, shall appoint a Chair of the Board and may appoint a Vice-chair of the Board from amongst the members of the Board, and may also appoint a secretary, a treasurer and such other officers, all or some of whom may or may not be members of the Board. Such officers shall, subject to Articles 56 through 59, hold office for such terms and have such powers and duties as the Board may from time to time authorize. A person may hold more than one office.

56. The Chair of the Board shall be appointed for a ~~one (1)~~two (2) year term and may be reappointed for one (1) additional ~~and successive~~one (1) year term terms, provided that he or she does not serve as a Chair of the Board for any continuous term exceeding ~~five-three (53)~~ years. The Chair of the Board shall preside at all meetings of the Board when present, shall preside at all meetings of the Members when present and generally shall perform such other duties as the Board, by ~~resolution~~Resolution, may determine from time to time.
57. Where the Chair of the Board is not present at any meeting of the Board or any meeting of the Members, the meeting shall be chaired by the person designated by the Chair to chair the meeting. Should the Chair fail to designate a chair for any such meeting, the chair of the meeting shall be the person chosen to chair the meeting by majority vote of the Directors or Members, as the case may be.
58. A recording secretary shall be appointed to attend all meetings of the Directors and all meetings of the Members and record all the proceedings of the meetings of the Winspear Centre and of the Directors in a book to be kept for that purpose and shall perform like duties for any standing committees established by the Winspear Centre when required. He or she shall give, or cause to be given, notice of all meetings of the Members and of the Directors, and shall perform such other duties as may be prescribed by the Directors. The Secretary shall have, or provide for, custody of the corporate seal of the Winspear Centre and, in addition to such other persons as may be authorized, shall have authority to affix the same to any instrument requiring it and when affixed, it may be attested by his signature.
59. Directors of the Winspear Centre shall serve without remuneration.

EXECUTIVE GOVERNANCE COMMITTEE

60. The Board may constitute ~~an Executive~~ Governance Committee with such powers, purposes and functions as the Board may from time to time determine.

AUDIT COMMITTEE

61. The Board shall constitute an Audit Committee with such powers, purposes and functions as the Board may from time to time determine.

OTHER COMMITTEES

62. The Board may create such other committees as it may deem necessary or appropriate and may nominate such person or persons to these committees for such terms as the Board may, from time to time determine. The Board may delegate such powers, purposes and functions to any committee it creates as the Directors may from time to time determine.

RULES OF ORDER

63. The chair of any meetings of Members or Directors or of any committee thereof shall conduct the meeting in such manner as he or she, acting reasonably, deems most appropriate for the fair and efficient conduct of the meeting and for fair and open discussion on any matters before it, without obligation to strictly follow any particular Rules of Order. The chair of the meeting may make such determinations and decisions concerning the conduct of the meeting, including adjournment, or the expulsion of any person or person who disrupts or threatens to disrupt the meeting, as the chair, acting reasonably, deems most appropriate to preserve good order.

INDEMNIFICATION AND LIMITATION OF LIABILITY

64. Each and every Member, Director and Officer of the Winspear Centre, and each committee member appointed hereunder (collectively the "Indemnified Parties") shall be deemed to have assumed office or taken such position the express condition (whether they were aware of this Article or not) that every such Indemnified Party (and their respective estates) shall at all times be indemnified and saved harmless out of the assets of the Winspear Centre against all costs (including legal costs on a solicitor client basis), charges and expenses including any amount paid to settle an action or satisfy a judgment which such Indemnified Party sustains or incurs in any civil, criminal or administrative action or proceeding which is brought or prosecuted against such Indemnified Party in respect of any act or matter done or permitted by such Indemnified Party to be done in the execution of the duties of the office of such ~~indemnified~~ Indemnified Party, and also all costs, charges and expenses which such Indemnified Party may sustain or incur in relation to the affairs of the Winspear Centre, provided such Indemnified Party acted honestly and in good faith with a view to the best interests of the Winspear Centre and such Indemnified Party had reasonable grounds for believing that the conduct was lawful. Without limiting the foregoing, the Winspear Centre shall pay and be liable for all such costs, expenses and charges immediately upon demand by an Indemnified Party, and an Indemnified party shall not be obliged to first pay any such costs, expenses, or charges and then seek reimbursement for the same from the Winspear Centre.
65. No Indemnified Party of the Winspear Centre shall be liable for the acts, receipts, neglects or defaults of any other Director, Member, Officer, committee member or employee for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Winspear Centre through the insufficiency or deficiency of title to any property acquired by order of, or on behalf of the Winspear Centre, for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Winspear Centre shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency, or wrongful act of any person, firm or corporation with whom any monies, securities or effects shall be lodged or deposited or for any other loss occasioned by an oversight or error in judgment on such Indemnified Party's part or for any other loss, damage or misfortune which may happen in the exercise of such Indemnified party's respective duties or trust or in relation thereto unless the same shall happen by such Indemnified Party" own willful wrongdoing.
66. Without limitation to the foregoing, the Indemnified Parties, and each of them, may rely upon the accuracy of any statement, opinion or report prepared by the Winspear Centre's lawyers, auditors or other professional advisors (as the case may be) and shall not be responsible or held liable for any loss or damage resulting from acting, in good faith, upon such statement, opinion or report.

DOCUMENTS AND BANKING

67. The bank account of the Winspear Centre shall be kept in such bank or banks or other financial institution as the Board of Directors may from time to time designate by ~~resolution~~Resolution.
68. The Board shall, from time to time by ~~resolution~~Resolution of the Board of Directors, designate persons with such specific or general signing authority as the Board deems appropriate.
69. The Winspear Centre may, by ~~resolution~~Resolution, adopt a corporate seal which may be affixed in such manner as the Board from time to time determines. Notwithstanding the foregoing, any contract or other documents may be validly executed without use of the corporate seal.
70. Any resolution, consent, minutes or other document required or permitted to be signed by the Members hereunder or under the Act may be validly signed in counterparts and may be given by ~~telecopier~~any or other electronic form of electronic communication.

BORROWING POWERS

71. Without limitation to Article 36 or any powers conferred upon the Winspear Centre in the Act, the Board of Directors are empowered to:
- a) Borrow money upon the credit of the Winspear Centre and limit or increase the amount to be borrowed;
 - b) Pledge, issue or bonds, debentures or other securities of the Winspear Centre; and
 - c) Hypothecate, mortgage or pledge the real or personal property of the Winspear Centre.

NOTICES

72. Any notice or documents may be served by the Winspear Centre upon any Member or Director or vice versa by mail, delivery or electronic means.
73. Any notice served by post shall be deemed to be served on the fifth (5th) day following that upon which the letter, envelope or wrapper containing the same is posted, in the absence of proof of earlier receipt, and notice served electronically shall be served upon, but only upon, actual receipt of its designation in legible form.
74. The address for service of notice on a Member or Director shall be the mailing address, ~~telecopy number~~ or electronic mail address supplied by such Member or Director to the Winspear Centre for the giving of notices, and if no such address has been given by such ~~member~~ Member or Director to the Winspear Centre, then at the last such address known to the person giving the notice. A Member or Director may change the address for service of notices by giving written notice of such change to the Chair of the Board or the Secretary.
75. Notwithstanding that an address for service of a notice is provided pursuant to Article 72, for deemed economic reasons all notices to any Member of Special, Ordinary or Extraordinary Meetings may be published in the Edmonton Journal or any other major paper circulating in the greater metropolitan Edmonton area.

PRIVATE COMPANY

76. Notwithstanding anything to the contrary, either expressly or impliedly contained in these Articles of Association, the Winspear Centre shall be a "private company" within the meaning of the Act and the Alberta Securities Act and the following provisions shall have effect and be applicable thereto, namely:
- a) the number of ~~members~~ Members of the Winspear Centre shall be restricted to fifty (50); and
 - b) no invitation shall be made to the public to subscribe for any shares or membership in the Winspear Centre or for debentures of the Winspear Centre.
 - c) restricts or prohibits the right to transfer any of its shares.

AMENDMENTS

77. No amendments may be made to these Articles of Association or to the Memorandum of Association without the written consent of the Society.