

# Certificate of Incorporation

I certify that:

RBCG K1 CAMPGROUND INC.

102135720

was incorporated as a Saskatchewan Non-profit - Membership under  
*The Non-profit Corporations Act, 1995*  
on October 01, 2021.




A handwritten signature in black ink, appearing to read "Shirley Wynn", is written over a horizontal line.

Director of Corporations  
October 01, 2021

1. **Name of Corporation** (print or type the name of your corporation):  
RBCG K1 Campground Inc.
2. **The classes of membership:**  
See attached Schedule "A"
3. **Right, if any, to transfer Membership Interest:**  
See attached Schedule "B"
4. **Restrictions, if any, on Memberships:**  
See attached Schedule "C"
5. **The Classes of Shares:**  
See attached Schedule "A"
6. **Authorized number of directors** (minimum and maximum or fixed):  
Minimum: One  
Maximum: Seven
7. **The Corporation is:**  
A Membership Corporation
8. **Restrictions, if any, on businesses the corporation may carry on or on powers the corporation may exercise:**  
Campground Operation and Management
9. **Persons to whom remaining property is to be distributed in the course of liquidation and dissolution of the Corporation:**  
Upon liquidation or dissolution, any remaining property of the Corporation shall be transferred to the Class "A" Members, the Class "B" Members and the Class "C" Members on the basis of one share of the property for each Lease they hold individually and the Undivided Parcels.
9. **Other provisions, if any:**  
See attached Schedule "C"

**Incorporator** (must be completed in full):

<b>Name:</b>	Willows Wellsch Orr & Brundige LLP		
<b>Address:</b>	401 – 1916 Dewdney Avenue, Regina, Saskatchewan S4R 1G9		
<b>Date:</b>	Oct 1 / 21	<b>Signature:</b>	

## *Schedule "A"*

### 1. CLASSES AND NUMBERS OF MEMBERS:

- (a) There shall be three classes of membership in the Corporation, each with different voting rights and benefits;
- (b) The three Classes shall be Class "A" Members, Class "B" Members and a Class "C" Member;
- (c) An individual or a corporation may be a Class "A" Member if the individual or corporation executes a Class "A" Member Sublease and Membership Agreement (herein called a "Class "A" Member Lease") with the Corporation. A Class "A" Member Lease shall be a lease as prescribed and stated by the Corporation to be a Class "A" Member Sublease and Membership Agreement from time to time and an individual or corporation shall be entitled to enter into a Class "A" Member Lease if they have previously held a Class "A" Member Lease with the Corporation and that Class "A" Member Lease has come to the end of its term or if the individual or corporation is designated by the Class "C" Member or the Class "C" Director, in writing, to be eligible for a Class "A" Member Lease.
- (d) An individual or a corporation may be a Class "B" Member if the individual or corporation executes a Class "B" Member Sublease and Membership Agreement (herein called a "Class "B" Member Lease") with the Corporation. A Class "B" Member Lease shall be a lease as prescribed and stated by the Corporation to be a Class "B" Member Sublease and Membership Agreement from time to time and an individual or corporation shall be entitled to enter into a Class "B" Member Lease if they have previously held a Class "B" Member Lease with the Corporation and that Class "B" Member Lease has come to the end of its term or if the individual or corporation is designated by the Class "C" Member or the Class "C" Director, in writing, to be eligible for a Class "B" Member Lease.
- (e) An individual or a corporation may be a Class "C" Member if the individual or corporation holds Class "C" shares of the Corporation, as provided herein, or has executed a Class "C" Member Sublease and Membership Agreement (herein called a "Class "C" Member Lease") with the Corporation. A Class "C" Lease shall be a lease as prescribed and stated by the Corporation to be a Class "C" Lease from time to time and an individual or corporation shall be entitled to enter into a Class "C" Lease if they have previously held a Class "C" Lease with the Corporation and that Class "C" lease has come to the end of its term or if the individual or corporation is designated by the Class "C" Member or the Class "C" Director, in writing, to be eligible for a Class "C" Lease.
- (f) If the Class "C" Member or the Class "C" Director designates in writing that an individual or a corporation is eligible for a Class "A" Member Lease, a Class "B" Member Lease or a Class "C" Member Lease the Corporation shall enter into the respective lease (hereinafter called the "Lease") as designated by the Class "C" Member with that individual or corporation within 30 days of such notice. The only exceptions to this are if the individual or corporation is classified as an Invalid Member by the Corporation pursuant to the provisions of the Corporations Bylaws or the Property which is to be the subject of such lease was not, immediately prior to such notification and designation, subject to a Class "C" Member Lease, which is to be terminated contemporaneously with the execution of the new lease.

2. CLASS "A" MEMBERS:

There may be an unlimited number of Class "A" Voting Members, which Members shall have and be subject to the following rights, privileges, restrictions and conditions:

- (a) To receive notice of and to vote at every meeting of the Members of the Corporation proportionally with one vote for each Class "A" Member Lease held, up to a maximum of three votes per individual or corporation;
- (b) To be eligible to sit as a Director of the Corporation;
- (c) To share proportionally in the assets of the Corporation remaining upon the liquidation or winding-up of the Corporation with the Class "B" Members and the Class "C" Member on the basis of one share of the assets for each Lease held after the creditors of the Corporation have been satisfied;
- (d) The Class "A" Members and the Class "B" Members shall elect the number of Class "A" Directors as set out in the Bylaws of the Corporation from time to time as required; and
- (e) The Class "A" Members and the Class "B" Members shall not have any vote for or any right to elect the Class "C" Director of the corporation from time to time.

3. CLASS "B" MEMBERS:

There may be an unlimited number of Class "B" Voting Members, which Members shall have and be subject to the following rights, privileges, restrictions and conditions:

- (a) To receive notice of and to vote at every meeting of the Members of the Corporation proportionally with one vote for each Class "B" Member Lease held, up to a maximum of three votes per individual or corporation;
- (b) Subject to clause 6 (e), a Class "B" Member shall not be eligible to sit as a Director of the Corporation;
- (c) To share proportionally in the assets of the Corporation remaining upon the liquidation or winding-up of the Corporation with the Class "A" Members and the Class "C" Member on the basis of one share of the assets for each Lease held after the creditors of the Corporation have been satisfied;
- (d) The Class "B" Members and the Class "A" Members shall elect the number of Class "A" Directors as set out in the Bylaws of the Corporation from time to time as required; and
- (e) The Class "B" Members and the Class "A" Members shall not have any vote for or any right to elect the Class "C" Director as set out in the Bylaws of the corporation from time to time.

4. CLASS "C" MEMBER:

There shall be one Class "C" Voting Member, which Member shall have and be subject to the following rights, privileges, restrictions and conditions:

- (a) To receive notice of and to vote one vote at every meeting of the Members of the Corporation;
- (b) The Class "C" Member shall be eligible to sit as a Class "C" Director of the Corporation;

- (c) To share proportionally in the assets of the Corporation remaining upon the liquidation or winding-up of the Corporation with the Class "A" Members and the Class "B" Members on the basis of one share of the assets for each Lease held after the creditors of the Corporation have been satisfied;
- (d) The Class "C" Member shall elect the one Class "C" Director as set out in the Bylaws of the Corporation from time to time as required; and
- (e) The Class "C" Member shall not have any vote for or any right to elect the Class "A" Director as set out in the Bylaws of the corporation from time to time.

5. CLASS "C" SHARES:

The Corporation may issue up to ten (10) Class "C" Shares, which shares shall have and be subject to the following rights, privileges, restrictions and conditions:

- (a) To receive notice of and to have one vote at every meeting of the Members of the Corporation as a Class "C" Member;
- (b) To receive one (1) Class "C" Membership in the Corporation with all the rights of a Class "C" Membership;
- (c) To share in the assets of the corporation remaining upon liquidation such that the holder receives the value of the Class "C" Leases, which Class "C" Leases have not been converted to Class "A" Leases or Class "B" Leases, remaining immediately prior to liquidation together with the value of the Undivided Parcels as defined in the Bylaws of the Corporation;

6. DIRECTORS:

- (a) There shall be four (4) Class "A" Directors of the Corporation. If approved by a special resolution of the Members, pursuant to the Bylaws of the Corporation, the Board shall be expanded to six (6) Class "A" Directors of the Corporation;
- (b) There shall always be one (1) Class "C" Director of the Corporation. If the Class "C" Member does not elect a Class "C" Director at the meeting called for that purpose, the Class "A" Directors may appoint a Class "C" Director, to hold office until the next annual or special meeting of the Corporation;
- (c) Notwithstanding the foregoing and prior to there being at least four (4) Class "A" Members of the Corporation, the Class "C" Director shall be the only Director of the Corporation. Once there are four (4) Class "A" Members of the Corporation, there shall be a meeting of Members to elect the Class "A" Directors;
- (d) These Articles and the Corporation's Bylaws may not be amended without the consent in writing of the Class "C" Director or the Affirmative vote by the Class "C" Director in a meeting called for that purpose;
- (e) Notwithstanding the foregoing, if approved by a special resolution of the Members, as set out in the Bylaws of the Corporation, an individual that is not a Class "A" Member of the Corporation may be elected as a Class "A" Director if it is determined that the Members wish to appoint a Director with special skills or knowledge, that, in the opinion of a majority of the Board, is not available from the Class "A" Member group;

## ***Schedule "B"***

1. If a Member of the Corporation sells or transfers their Class "A" Member Lease, their Class "B" Member Lease or their Class "C" Member Lease their Membership shall automatically transfer to the purchaser of such Lease. The transferor of the Lease shall no longer have a Membership.
2. Notwithstanding the foregoing, no Lease and therefore no Membership may be transferred to an individual or corporation if such individual or corporation has been previously classified as an Invalid Member by the Corporation pursuant to the provisions of the Corporations Bylaws, unless such Lease and Membership is unanimously approved by the Board of Directors of the Corporation.
3. Membership in the Corporation can only occur pursuant to Clause 1 of Schedule "A", Clause 1 of this Schedule "B" or where the Corporation becomes possessed of a Class "A" Lease or Class "B" Lease by reason of enforcing the terms of a particular lease and transfers the Lease to a new Member.
5. For purposes of these Articles, any Lease that the Class "C" Member may have had in place prior to the incorporation of the Corporation shall be assigned to the Class "C" Member and shall be deemed to be a sublease of the Class "C" Lease if so designated by the Class "C" Member.

### *Schedule "C"*

1. The Board of Directors shall have power or authority to contract for, sell, grant, convey, transfer, lease, mortgage or encumber any of the lands of the Corporation or any power or authority to buy, purchase or negotiate for, or enter into any contracts, agreements, writings or obligations to buy or obtain any land for the Corporation.
2. The Directors and Officers of the Corporation shall not be entitled to receive any remuneration for their services to the Corporation in their capacity as Directors or Officers of the Corporation.
3. The Corporation may in lieu of sending its members financial statements or publishing its financial statements publish a notice stating that the financial statements and related documents are available at the registered office of the Corporation and a member may, upon request, obtain a copy thereof, free of charge, by prepaid mail to his address, or by calling at the registered office of the Corporation during usual business hours of the Corporation.
4. The Directors may, by Bylaw, delegate such powers to such Officers or Directors of the Corporation to such extent and in such manner as may be set out in the Bylaw.
5. Nothing herein limits or restricts the borrowing of money by the Corporation on bills of exchange or cheques made, drawn, accepted or endorsed by or on behalf of the Corporation.