

DECLARATION OF TRUST

This Declaration of Trust is made the 21st day of March 2023 by:

ROD WOLFE, BRIAN URSCHER, LARRY PARROTT, FRANCES NEULS, BRIAN
HARDY, TREVOR BURNHAM, KEN NEULS, DAVE LOWENBERG
(the "Trustees")

We, the Trustees, declare and acknowledge that all property donated to the Grenfell District Health Foundation (the "Foundation") from time to time; all funds raised by the Foundation from time to time; all income earned from such donations or funds from time to time and all other property, if any, which may from time to time be held by us and or any succeeding Trustees (hereinafter referred to, collectively, as the "Trust Property"), shall be held by us and any such succeeding Trustees, as follows:

1. Name

The name of the trust created by this Declaration of Trust shall be "Grenfell District Health Foundation".

2. Purpose

The exclusive purpose of the Foundation is to prevent and relieve sickness and disability, both physical and mental, by doing the following:

- (a) providing financial assistance for the planning, development, construction, equipping and operation of a level four health care facility for the Grenfell District of Saskatchewan; and
- (b) providing financial assistance for the provision of health care services, machinery, equipment and facilities for the Grenfell District of Saskatchewan by donating Trust Property exclusively to one or more Qualified Donees (as that term is defined in clause 4 hereof) from time to time.

3. Objectives

The objectives of the Foundation are:

- (a) To donate Trust Property to Qualified Donees for use in capital or non-capital projects which carry out the purposes of the Foundation as provided for in clause 2 hereof, and

- (b) To raise funds for the Foundation and develop a strong identity for the Foundation through fundraising activities and promotions.
4. Qualified Donees
The Foundation shall donate Trust Property to the following donees only:
- (a) Canadian municipalities
 - (b) Registered Canadian Charities
 - (c) Registered Canadian amateur athletic associations
 - (d) Her Majesty in right of Canada or in right of a province (i.e., the federal government, a provincial government, or their agents)
 - (e) Housing corporations resident in Canada that are formed exclusively to provide low-cost housing for the aged if such housing corporations qualify as "qualified donees" as that term is defined from time to time in the *Income Tax Act* (Canada); and
 - (f) Such other persons, organizations, associations, and other entities as may qualify as "qualified donees" as that term is defined from time to time in the *Income Tax Act* (Canada) from time to time and as approved from time to time by the Board of Trustees. The donees described in this clause 4 are herein collectively referred to as "Qualified Donees".
5. Commencement of Operations and Fiscal Year
The Foundation shall not commence fund raising activities until such time as it becomes registered as a charity under the *Income Tax Act*. The fiscal year end of the Foundation shall be December 31st with the first fiscal year to end on December 31, 2007.
6. Board of Trustees
- (a) To be eligible to serve as a Trustee of the Foundation, an individual must be a resident of the Grenfell District of Saskatchewan and be at least 18 years of age. Each of the Town of Grenfell, the Rural Municipality of Kingsley 124, the Rural Municipality of Chester 125, the Rural Municipality of Elcapo 154 and the Rural Municipality of Wolseley 155 shall appoint two eligible persons to serve as Trustees of the Foundation at the pleasure of such municipality. Maximum number of trustees shall be 10.

- (b) The affairs of the Foundation and the Trust Property shall be managed by a Board of Trustees which shall be comprised of a minimum of five (5) and a maximum of ten (10) Trustees.
- (c) Any party entitled to appoint a Trustee may fix the term of the Trustee for any length of time up to three (3) years to facilitate Trustees being appointed for staggered terms.
- (d) Any Trustee may resign at any time on 30 days' notice in writing to the Chairman Trustee.
- (e) Each Trustee shall continue to serve until the expiry of the term of his or her appointment, death, incapacity, resignation, or removal, as hereinafter provided.
- (f) A Trustee shall be fully discharged from all future duties and responsibilities in respect of this Declaration of Trust, upon notice of resignation in writing being sent by him or her, or on his or her behalf, to the office of the Foundation. The notice shall state the date of such resignation and shall be effective as of that date. In the event of the death of a Trustee, his or her heirs, administrators, executors, and assigns shall be fully discharged from all future duties and responsibilities in respect of this Declaration of Trust as of the date of death.
- (g) Any party or parties having authority to appoint a Trustee may remove any Trustee appointed by it or them at any time by sending written notice to the Trustee being removed, and to the remaining Trustees and to the office of the Foundation. Such removed Trustee shall be deemed to no longer be a Trustee, effective as of the date the notice is delivered.
- (h) The Trustees may, by majority vote, request that any party which has appointed a Trustee remove any such Trustee for just cause or incompetency, which request shall be sent to the party appointing such Trustee and to the Trustee to be removed. In the event that the party appointing such Trustee does not remove such Trustee within thirty (30) days of the receipt of such request, any of the Trustees or parties hereto may make application to the Saskatchewan Court of Queen's Bench to effect such removal.
- (i) If any Trustee shall die, become incapacitated, resign or be removed, a successor Trustee shall immediately be designated by the appointing party. Any successor Trustee so designated shall immediately, upon an acceptance of trusts created and established by this Declaration of Trust in a form approved by the Trustees from time to time, being filed in writing with the Trustees and with the office of the Foundation, become vested with all of the rights, powers and duties of the other Trustees under this Declaration of Trust, with the like effect as if he or she had been originally named as Trustee.
- (j) If any party entitled to appoint a Trustee ceases to exist, for any reason, then the authority it may have under this Declaration of Trust shall pass to its successor.

- (k) The Trustees shall from amongst their number elect two (2) individuals to serve as Chair and Vice-Chair of the Board of Trustees, each of whom shall serve for one (1) fiscal year. Individuals elected to these positions shall have the power and duties assigned to them by this Declaration of Trust and by the Board of Trustees from time to time. If the Chair is unable to attend any meeting or carry out the duties of the Chair for a brief period, the Vice-Chair shall act in his or her place. The Trustees shall also elect from their number, one or more individuals to serve as Secretary and/or Treasurer of the Board of Trustees to serve for one (1) fiscal year. Individuals elected to these positions shall have the powers and duties assigned to them by this Declaration of Trust and by the Board of Trustees from time to time.
- (l) A simple majority of the Trustees present in person or participating by means of a telephone or video conference call shall constitute a quorum. No proxies shall be permitted. Unless otherwise provided for herein, all resolutions of the Board of Trustees shall be determined by a majority vote of the Trustees present. The Chair shall vote on all resolutions but shall not be entitled to a second vote in the event of a deadlock.

7. Meetings of Trustees and Conduct of Meetings

- (a) The Trustees shall hold at least two (2) meetings each fiscal year, one of which shall be designated as the annual meeting of the Trustees. The Chair in consultation with the Vice-Chair shall be responsible for setting the date of each meeting, provided that an annual meeting must be held no later than six (6) months after each fiscal year end of the Foundation.
- (b) The Chair, or an officer of the Foundation delegated to do so by the Chair, shall cause written notice of the meetings of the Board of Trustees to be served upon the Trustees, no less than three (3) days prior to the date of the meeting.
- (c) The notice of meeting shall specify the date, time, and location of the meeting, and shall include an agenda of matters to be addressed at such meeting and draft minutes of the previous Trustees' meeting. The agenda shall permit any Trustee to introduce any new business at any meeting of the Board of Trustees. Whenever possible, any reports or other documentation to be considered at such meeting shall be provided to the members of the Board of Trustees with the notice of meeting.
- (d) The notice of meeting may be served by delivering it in person, by facsimile, email, or other electronic means, to the address for service provided by the Trustees or sending it by prepaid ordinary mail to such address. In the case of delivery by mail, notice shall be deemed to have been given on the third day after mailing. Any notice served by delivery or by facsimile or email, or other electronic means shall be deemed to have been given on the day of delivery or transmission provided such transmission or delivery takes place during regular business hours.
- (e) The Trustees may waive the delivery of notice herein and shall be deemed to have done so by attending at such meeting without objection.

- (f) At each annual meeting of the Trustees, among other things:
- iii) the Auditor shall submit financial statements for the preceding fiscal year of the foundation
 - iv) the Executive Director or Chair shall submit his or her report for the preceding fiscal year on the foundation
 - v) the Executive Director or Treasurer shall submit his or her report on the Foundation's investments and other Trust Property for the preceding fiscal year.
 - vi) a Chair, Vice-Chair, Secretary and/or Treasurer shall be elected if the term of appointment has expired; and
 - vii) the Auditor shall be appointed if the term of appointment has expired.
- (g) The Trustees shall appoint a recording secretary who shall keep minutes or records of all meetings, proceedings, and acts of the Trustees. Such recording secretary need not necessarily be a Trustee.
- (h) The Chair may call special meetings of the Trustees, subject to the notice provisions contained herein.
- (i) Any three (3) Trustees may require the Chair to call a special meeting. Such request shall be in writing and include such information as is reasonably required by the Chair to fulfil the agenda provisions contained herein. Upon receipt of such request, the Chair shall call the special meeting for a date not later than thirty (30) days following receipt of the request and information required for the agenda.
- (j) The Board of Trustees may establish such standing and ad hoc committees as it deems necessary from time to time, by way of a simple majority vote of the Trustees at any meeting.
- (k) Committees of the Trustees may include observers and such expert resource persons as the Trustees may deem advisable; provided that only Trustees shall be entitled to vote or make recommendations.
- (l) A resolution in writing, signed by all Trustees, is valid as if it had been passed at a meeting of the Trustees. Such resolutions may be executed in counterpart.

8. Powers, Duties and Responsibilities of Trustees

- (a) The operation and administration of the Foundation and Trust Property, including without limitation, the spending money received by the Foundation and other Trust Property, in accordance with and solely for the purposes outlined in this Declaration of Trust, shall be the responsibility of the Trustees and they are hereby given the authorization and power so to do, subject to the limitations and conditions contained in this Declaration of Trust.
- (b) The Trustees shall act in good faith and in the best interests of the Foundation and

shall not allow a personal or business interest to conflict or appear to conflict with the proper exercise of duties and powers under this Declaration of Trust.

- (c) The Trustees shall use all reasonable means to collect and receive all donations due to the Foundation, and shall, promptly after receipt, deposit such donations in an account, established in a reputable bank, trust company or other financial institution.
- (d) The Trustees shall incur no liability, either collectively or individually, in acting upon any documents, data or information believed by them to be genuine and accurate and to have been made, executed, delivered or assembled by the proper parties.
- (e) No Trustee shall be liable for the act or omission of any other Trustee. The Foundation shall indemnify and save harmless the Trustees and each of them, from and against any loss, expense, claim, demand, action or thing of any nature whatsoever, arising out of the performance or purported performance of their duties or responsibilities hereunder, except that this indemnity shall not, in any way, extend so as to protect any Trustee with respect to any matter or thing arising out of his or her own dishonesty, willful misconduct or gross negligence.
- (f) The Trustees are hereby empowered, in addition to any other powers, as set forth or conferred by law:
 - (i) to adopt such policies, procedures, by-laws, rules or regulations, as they deem necessary for the carrying out of their trusts, consistent with this Declaration of Trust and with the requirements of applicable laws to enter into agreements with a bank, trust company, insurance company or investment manager, selected by the Trustees, for the purpose of providing investment management or advice, or for the purpose of acting as a depository for safekeeping of the Trust Property and other assets of the Foundation, or for any other purpose as the Trustees shall deem necessary to pay from the Trust Property all reasonable expenses for obtaining and collecting donations and administering the Trust Property and the Foundation including, but not limited to, all compensation and all reasonable and necessary costs and fees which may be incurred in connection with the employment of such legal, accounting, administrative, investment, expert and clerical assistance as the Trustees, in their discretion, may find necessary or expedient in the performance of their duties. The Trustees shall be completely and fully protected in acting and relying upon the opinions or advice of the aforementioned persons:
 - (ii) to enter into any and all contracts and agreements for carrying out the terms of this Declaration of Trust and for the administration of the Foundation and Trust Property and to do all acts as they, in their discretion, may deem necessary and advisable to compromise, settle, arbitrate and release claims or demands in favor of, or against the Foundation, Trust Property, or the Trustees, on such terms and conditions as the Trustees may deem advisable.
 - (iii) to establish procedures to be followed in filing applications for funding from the Trust Property and for the furnishing and certification of evidence necessary to establish a right to such funding

- (iv) to pay out of the Trust Property, income taxes and other taxes of any and all kinds, levied or assessed under existing or future laws, upon or in respect of the Trust Property or Foundation or any money, property or securities forming a part thereof
- (v) to receive donations from any source whatsoever, to the extent permitted by law and this Declaration of Trust
- (vi) to invest and reinvest such portion of the Trust Property as is not required for current expenditures, in any type of investments that are permitted by *The Trustee Act* (Saskatchewan) and to take any and all actions with respect to the holding, buying, selling, or exchanging such investments as they, in their sole discretion, may deem appropriate or necessary and the Trustees shall not be liable for any loss that may occur as a result of any such investment made by the Trustees in good faith
- vii) to hold in uninvested cash, without any liability for interest thereon, such sums as they deem necessary or advisable for the reasonably current cash requirements of the Foundation
- viii) to exercise all rights or privileges granted by the provisions of any contract entered into by the Trustees with any insurance company, bank, trust company, investment manager, custodian, consultant, service provider or any other party and to make any alteration, modification, amendment or cancellation of such contract, or to take any other action respecting such contracts which they, in their discretion, may deem necessary or advisable
- ix) to do all acts, whether previously authorized herein, which the Trustees may deem necessary or proper for the protection of the Trust Property and other property held hereunder,
- (x) to delegate any of their administrative powers or duties to any service provider or any of their agents, committees, or employees, in such manner and subject to such terms and conditions as the Trustees may deem necessary or appropriate; provided that such service providers, agents or employees report to the Trustees as may be required by them
- xi) to lease such lands, premises, materials, supplies, and equipment as the Trustees deem necessary or appropriate in the performance of their duties to authorize any one or more of their number to execute any agreement, instrument, or other document on behalf of the Trustees
- xii) to pay such amounts out of the Trust Property as the Trustees in their absolute discretion may consider appropriate from time to time to or for any one or more Qualified Donees to be used for purposes as set out in clause 2 hereof
- xiii) to annually donate at least enough of the Trust Property to comply with the minimum requirements imposed from time to time pursuant to the *Income Tax Act* (Canada),

- (g) The Trustees may procure fidelity bonds for the persons authorized to receive, handle, deal with, or draw upon the monies in the Foundation for any purpose whatsoever. Such persons may be bonded in such amounts and in such manner as the Trustees may determine. The cost of such bond may be paid out of the Foundation.
- (h) The Trustees may purchase such errors and omissions and fiduciary liability insurance as they deem necessary. The cost of such insurance may be paid out of the Foundation.
- (i) The Trustees shall promptly appoint an Auditor of the Foundation who shall serve until his or her successor is appointed.
- (j) The Trustees shall maintain suitable and adequate records of and for the administration of the Foundation.
- (k) The books of account and records of the Trustees, including the books of account and records pertaining to the Foundation, shall be audited at least once every year by the Auditor of the Foundation, as of the fiscal year-end of the Foundation. Copies of such statement shall be delivered to each Trustee within thirty (30) days after that statement is prepared.
- (l) The name of the Foundation may be used to designate the Trustees collectively, and all instruments may be executed by or for the Trustees in such name.
- (m) The Trustees may commence such legal proceedings as they deem necessary and appropriate in connection with the enforcement of this Declaration of Trust and the administration of the Foundation as well as defending any legal proceedings which may be brought against them, the Foundation or the Trust Property, the reasonable expenses for which shall be paid by the Foundation, except with respect to any proceedings brought against any Trustee in relation to any matter or thing arising out of his dishonesty, willful misconduct or gross negligence.
- (n) The Trustees may from time to time, borrow money on a short-term basis from any bank or trust company, on such terms and conditions as may be necessary and appropriate in the circumstances to avoid a distress sale of any investment of the Foundation that would otherwise be necessary to pay donations to Qualifying Donees.
- (o) The Trustees may seek the advice, opinion, or direction of the Saskatchewan Court of Queen's Bench on any matter pertaining to this Declaration of Trust or the administration of the Trust Property.

9. Executive Director

- (a) The Board of Trustees may appoint, hire, or retain an Executive Director and may, at any time, but subject to any agreement reached between the Trustees and the Executive Director, with or without cause, remove the Executive Director and appoint, hire, or retain a successor. The Executive Director shall assume the responsibility of accounting for payments into and out of the Trust Property and such

duties and responsibilities, as may be delegated to him or her hereby, or from time to time, by the Trustees. Without limiting the generality of the foregoing, the rights, duties, and obligations of the Executive Director shall include:

- (i) to submit a report to the Trustees as soon as possible after the end of each fiscal year on such interim basis as the Trustees may order, of the status of the Foundation, financial or otherwise,
- (ii) to attend such meetings of the Trustees, or committees thereof, as required by direction of the Trustees, and to execute such instructions, as may be given to him or her, and to attend such meetings in connection with the Foundation, as required by direction of the Trustee,
- iii) to deal with all communications from applicants for funding from the Foundation and others, with respect to the Foundation and the terms of this Declaration of Trust
- (iii) to obtain and supervise such outside administrative services as may be required by the Board of Trustees from time to time; and
- (iv) to report to the Trustees or committees of the Trustees in respect of all matters related to the administration of the Foundation and the investment of the Trust Property.

10. Amendment of Declaration of Trust

Any amendment to this Declaration of Trust shall require the written agreement of 75% of the Trustees.

11. Termination


- (a) This Declaration of Trust may be terminated by written agreement of 75% of the Trustees, in which case the Trustees shall wind-up and terminate the Foundation within six (6) months thereafter. As part of the termination of the Foundation, the Trustees shall:
 - (i) provide for a final audit and accounting for the purposes of the termination of the Foundation,
 - (ii) provide for payment out of the Trust Property of all expenses, claims and obligations including the expenses incidental to the termination of the Foundation and Trust Property, and
 - (iii) distribute the balance, if any, of the Trust Property to a Qualified Donee.
- (b) Upon termination of the Foundation in accordance with this Article, the Trustees shall continue as Trustees for the purpose of winding up the affairs of the Foundation.

- (c) In lieu of termination, the Trustees can elect to effect a merger of the Foundation and Trust Property within a reasonable period with an existing foundation with similar objectives, to provide similar benefits and to do all such acts and things and execute such documents as may be necessary for these purposes.

12. General Provisions

- (a) Trustees are not entitled to a fee per diem or payment from the Foundation on account of their holding office but may be reimbursed by the Foundation for all expenses which have been incurred by them in the performance of their duties; provided however, that the Trustees determine that such expenses have been reasonable and necessary in the performance of such duties.
- (b) All notices, requests, demands or other communications provided for herein to be given, shall be given to the Trustees at their last known address as appears on the records of the Foundation.
- (c) If any provision of this Declaration of Trust, or the rules and regulations made pursuant thereto, or any actions in the administration of the Foundation are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of this Declaration of Trust, or the said rules and regulations.
- (d) Wherever the singular and/or masculine and/or neuter is used throughout this Declaration of Trust the same shall be construed as meaning the plural and/or feminine or a body corporate where the context or the parties hereto so requires.
- (e) The headings used herein are for ease of reference only and shall not be deemed to form part of this Declaration of Trust.
- (f) Each of the parties hereto shall, from time to time and at any time hereafter upon each reasonable written request to do so, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances, things and written instruments as may be necessary in the opinion of any party, for more effectively implementing and carrying out the intent of this Declaration of Trust.
- (g) The Province of Saskatchewan shall be deemed to be the situs of the Foundation and all questions pertaining to the validity, construction and administration of this Declaration of Trust and the Foundation shall be determined in accordance with the laws of the Province of Saskatchewan.
- (h) This Declaration of Trust constitutes the entire agreement pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

ACKNOWLEDGED by the Trustees the 21st day of March 2023.




Rod Wolfe




Brian Urschel



Larry Parrott




Frances Neuls



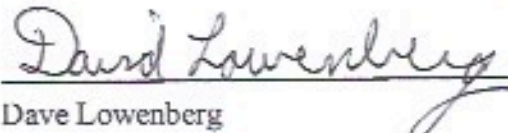
Brian Hardy



Trevor Burnham



Ken Neuls



Dave Lowenberg