

ASSET TRANSFER AND ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT made the 31st day of March, 2024.

BETWEEN:

SASKATCHEWAN IRRIGATION PROJECTS ASSOCIATION, a body corporate duly incorporated pursuant to the laws of the Province of Saskatchewan, with registered office in the Town of Outlook, in the Province of Saskatchewan,

(hereinafter called “SIPA”)

AND:

IRRIGATION CROP DIVERSIFICATION CORPORATION, a body corporate duly incorporated pursuant to the laws of the Province of Saskatchewan, with registered office in the Town of Outlook, in the Province of Saskatchewan,

(hereinafter called “ICDC”)

WHEREAS:

- A. SIPA is a corporation incorporated under the laws of *The Non-Profit Corporations Act, 2022*, in the Province of Saskatchewan.
- B. ICDC is a corporation incorporated under the laws of *The Irrigation Act, 2019*, in the Province of Saskatchewan.
- C. SIPA would like to assign to ICDC, all of the Assets of SIPA as hereinafter defined.
- D. ICDC will assume all liabilities and obligations of SIPA including but not limited to leases, loans, and obligations of SIPA.
- E. ICDC is prepared to accept ownership of the Assets.

NOW, THEREFORE, in consideration of these assets, the mutual covenants contained in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Definitions.

- a. "**Act**" means *The Irrigation Act, 2019*, and includes any enactment substituted for *The Irrigation Act, 2019*, and all regulations enacted under the Act, as amended from time to time;

- b. **"Agreement"** refers to this Agreement, including any appendices or amendments attached to this Agreement and the following schedules:
 - i. Schedule "A" – Bylaws
 - ii. Schedule "B" – Memberships
 - iii. Schedule "C" – Assets
 - iv. Schedule "D" – Liabilities
 - v. Schedule "E" – Material Agreements
 - vi. Schedule "F" – Employees
- c. **"Assets"** means to the assets owned by SIPA, including but not limited to property, land, memberships, bank accounts, leases and material agreements;
- d. **"Effective Date"** means March 31, 2024;
- e. **"Industry Partners"** means the Associate Members of SIPA on or before the Effective Date;
- f. **"Liabilities"** means the liabilities of SIPA which, are shown, or should be shown on the balance sheet of the Corporation including, without limitation, accounts payable and accrued liabilities in respect of any goods purchased by, or services performed for SIPA prior to the Effective Date, deferred revenue, rent and other amounts payable under property leases, GST/HST payable, capital taxes, other taxes payable and accruals for any and all obligations in respect of employees;
- g. **"Members"** means any member registered with SIPA or ICDC on or before the Effective Date;
- h. **"Parties"** means SIPA and ICDC;

2. **Obligations of the Parties.**

- a. SIPA shall transfer, and ICDC accepts, all right, title and interest in the Assets, and assumes all Liabilities and obligations of SIPA on the terms and conditions set out in this Agreement.
- b. ICDC shall take possession of the Assets on the Effective Date of this Agreement. As of the Effective Date, ICDC shall become responsible for the operation and maintenance of the Assets as may be reasonably required to provide the services of SIPA to its members in keeping with the objectives set out in the Act.

3. **Representations.** SIPA and ICDC hereby represent and warrant each to the other that:

- a. the Parties have all necessary power and capacity to enter into this agreement and to carry out its obligations hereunder;
 - b. all necessary corporate actions and proceedings have been taken by the Parties to permit the due and valid transfer of the Assets and assumption of the Liabilities;
 - c. this agreement has been duly executed and delivered by the respective party and is a valid and binding obligation enforceable in accordance with its terms.
4. **Assumption of Obligations.** ICDC covenants, promises, and agrees that it will unconditionally assume all Assets, Liabilities, and obligations of SIPA.
5. **Conditions and Terms of Transfer.**
 - a. The Parties agree to cooperate and assist the other in all reasonable ways to enter into such other arrangements or agreements as may be necessary to give effect to this Agreement in a manner that is in the public interest, the best interest of the Parties and in a manner that limits the potential liability of either Party.
 - b. ICDC is entitled to access, upon request, any reports or other relevant information under the control of SIPA that may assist ICDC to operate, maintain and replace the Assets, at any time after this Agreement has been executed. ICDC shall not subsequently disclose any information that constitutes personal information as defined in *The Freedom of Information and Protection of Privacy Act*.
 - c. ICDC agree that it will at all times operate and maintain the Assets in accordance with the Act and in accordance with any government programs or licensing requirement.
 - d. ICDC shall indemnify and save harmless SIPA from and against all costs, losses, damages, judgments, claims, demands, suits, actions or other proceedings arising from ICDC's ownership of the Assets and assumption of the Liabilities, except where such loss is occasioned by an act or omission of SIPA, its agents, officers, or employees. Similarly, SIPA shall indemnify and save harmless ICDC from and against all costs, losses, damages, judgments, claims, demands, suits, actions or other proceedings arising from SIPA's duties and obligations pursuant to this Agreement, except where such loss is occasioned by an act or omission of SIPA, its agents, officers, or employees.
6. **Member.** The Members of SIPA will be converted to either Intensive Irrigator or Prescribed Person Members of ICDC.
7. **Industry Partners.** The Associate Members of SIPA will be converted to Industry Partners of ICDC. Industry Partners may attend meetings and other functions but will be non-voting. Industry Partners shall make financial contributions as determined by the Board.

8. **Operating Name.** ICDC will operate as Irrigation Saskatchewan after the date of this agreement and carrying forward.
9. **Directors.** The minimum number of Directors of ICDC shall be six (6) and the maximum number of directors of ICDC shall be eleven (11).
10. **Restrictions.** The restrictions on business shall be that of the mandate and purposes of ICDC as set out in s. 5-4 of *The Irrigation Act, 2019*.
11. **Directors.** The Directors (with their names in full and resident addresses) shall be as follows:

<u>Full Name</u>	<u>Address</u>
Director	Address
Stephanie Boyle	
Kirsten Oram	
Elmer Palmer	
Miles Heck	
Matthew Lawless	
Arthur Ward	
Jeff Ewen	
Aaron Gray	
David Bagshaw	
Dianna Emperingham	
Kelly Farden	

The aforementioned Directors of ICDC shall hold office until the next annual meeting of ICDC or until their successors are elected or appointed. The management and supervision of the business and affairs of ICDC shall be under the control of the Board of Directors from time to time subject only to the provisions *The Irrigation Act, 2019*, and the bylaws.

12. **Bylaws.** The bylaws of ICDC shall be new bylaws which were ratified at a meeting of the members and attached to this Agreement as Schedule A attached hereto.
13. **Registered Office.** The registered office of ICDC will be: c/o MacDermid Lamarsh, 301 3rd Avenue S, Saskatoon, SK S7K 1M6.
14. **General.**
 - a. This Agreement may be amended only by written agreement between the Parties.
 - b. Neither Party shall assign or otherwise transfer its rights, duties or obligations under this Agreement, except with prior written consent of the other party, which consent will not be unreasonably withheld.

- c. This Agreement will be binding upon and will ensure to the benefit of the parties to the Assumption Agreement and their respective heirs, successors, and permitted assigns.
- d. The covenants, representations and warranties herein contained shall survive the closing of the transfer of the Asset herein provided for and notwithstanding such closing, shall continue in full force and effect for the respective benefit of the Purchaser and the Vendor, as the case may be.
- e. Time is of the essence of this Agreement.
- f. This Agreement may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- g. This Agreement will be construed in accordance with the laws of the Province of Saskatchewan.
- h. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.
- i. This Agreement, including a facsimile or other electronic transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as if an original.

IN WITNESS WHEREOF the Parties have hereunto affixed their corporate seals attested to by the hands of their duly authorized signing officers in that behalf on the day and in the year first above written.

**IRRIGATION CROP DIVERSIFICATION
CORPORATION**

Per: _____

Jeff Ewen
I have the authority to bind the corporation.

**SASKATCHEWAN IRRIGATION PROJECTS
ASSOCIATION**

Per: _____

Aaron Gray
I have the authority to bind the corporation.

SCHEDULE A – BYLAWS

Irrigation Crop Diversification Corporation

A by-law relating generally to the conduct of the affairs of the Irrigation Crop Diversification Corporation (“**ICDC**”) operating as Irrigation Saskatchewan (the “**Corporation**”).

1. Interpretation

1.01. Definitions.

In the by-laws of the Corporation, unless the context otherwise requires:

- (a) “Act” means *The Irrigation Act, 2019*, and all regulations duly promulgated in respect thereto and any statute that may be substituted therefor, as from time to time amended;
- (b) “Articles” means the articles of the Corporation from time to time in force and effect;
- (c) “Board” means the Board of directors of the Corporation;
- (d) “By-laws” means this by-law and all other by-laws of the Corporation from time to time in force and effect;
- (e) “Development Area” is defined by the attached map (Schedule B);
- (f) “District Consumer” means an irrigator who holds a Water Service Agreement with, or is receiving irrigation services from an Irrigation District;
- (g) “Intensive Irrigators” means an irrigator who has a right to intensive irrigation, defined as a minimum of 12 inches per acre (3 dam² / ha) per year 7 years out of 10;
- (h) “Industry Partners” means any individual, partnership, corporation, or association, who does not qualify for membership but holds a vested interest in irrigation within Saskatchewan. Industry Partners shall make financial contributions to the Corporation as determined by the Board and shall be permitted to attend meetings and other functions of the Corporation, in a non-voting capacity.
- (i) “Irrigation District” or “District” means an Irrigation District established in accordance with the Act;
- (j) “Meeting of Members” means an annual general meeting of members or a special meeting of members;
- (k) “LDDA” means Lake Diefenbaker Development Area;

- (l) “Member” means any person who is a registered member under any of the membership classes being District Consumer, Intensive Irrigator, or Prescribed Person.
- (m) “Minister” means the member of the Executive Council to whom for the time being the administration of the Act is assigned;
- (n) “Ministry” – means the ministry over which the minister presides
- (o) “NDA” means the Northern Development Area;
- (p) “Prescribed Person” means a person other than an Intensive Irrigator who:
 - (i.) Receives a minimum allocation of 1.5 cubic decameters per hectare (6 inches per acre) of water, and
 - (ii.) Irrigates a minimum of 4 hectares (10 acres) of land using a sprinkler irrigation system;
- (o) “Recorded Address” means, in the case of a member, the address as recorded in the members register of the Corporation; and in the case of a director, officer, auditor or member of a committee of the Board, the latest address as recorded in the records of the Corporation.
- (p) “Regulations” means the *Irrigation Regulations, 2020*, as amended or replaced from time to time;
- (q) “SEDA” means Southeast Development Area;
- (r) “SWDA” means Southwest Development Area.

SAVE AS AFORESAID, words and expressions defined in the Act have the same meanings when used herein.

Words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neutral genders; and the words importing person include individuals, bodies corporate, partnerships, trusts and unincorporated organizations.

Expressions referring to writing shall be construed as including but not limited to references to printing, facsimile, photography, electronic transmission, and other modes of representing or reproducing words in a visual form.

2. Business of the Corporation

2.01. Registered Office.

The registered office of the Corporation shall be at such location in the Province of Saskatchewan as the Board may from time to time determine.

2.02. Seal.

The seal of the Corporation shall be in the form as the Board may determine from time to time.

2.03. Execution of Instruments.

Contracts, documents and other instruments may be signed on behalf of the Corporation by any two officers or directors (or where there is only one director or officer then by that person alone), or such other person or persons as the Board may authorize or direct. The seal of the Corporation may, as required, be affixed to any contracts, documents or instruments duly executed by those authorized in that capacity.

2.04. Professional Advisors and Staff.

The Board may engage the services of, or retain, any technical professional or other advisors, specialists or consultants that the Corporation considers necessary respecting its objects and purposes and powers, and pay their reasonable fees and expenses.

The Board may hire staff and establish duties it deems appropriate.

2.05. Banking.

The Board shall establish a banking arrangement with a financial institution in the location of its choice within the province of Saskatchewan.

(Recommended to be removed and belongs in policy to not handcuff the board. The Board shall recommend an auditor to the Corporation annual meeting for ratification by the Members.

3. Directors

3.01. Number.

The Board shall consist of a minimum of six (6) directors and a maximum of eleven (11) directors. (Change to match the agreement and also confirmed to match the regulations, 6th member being Ministry staff appointed by the Minister)

3.02. Board Composition.

The composition of the Board shall be in compliance with the Act and Regulations and shall be determined as follows:

- a) Three directors elected by the Members from LDDA;
- b) Two directors elected by the Members from SWDA;
- c) One director elected by the Members from SEDA ;
- d) One director elected by the Members from NDA;
- e) Two directors elected by the Members who hold an Intensive Irrigators or Prescribed Persons membership;

- f) Two directors appointed by the Minister of Agriculture; and
- g) Other directors deemed necessary by the Board, from time to time, as director-at-large for the purposes of fulfilling any position in any geographical area as may be needed.

3.03. Quorum.

A quorum of the Board exists when a majority of the directors then in office are present.

3.04. Qualification.

No person shall be a director if such person is less than twenty-one (21) years of age; is found by a court in Canada or elsewhere to lack capacity, is not an individual or is bankrupt.

No person shall be a director unless they are a member in good standing of the Corporation. Industry partners are not eligible to be directors of the Corporation.

Members are in good standing if they have paid, and not requested a refund of their annual ICDC charge for three years and are not in contravention of any bylaws of ICDC.

All members in good standing with Corporation have the right to participate in elections, hold a position on the Board and participate in other Corporation business.

All members in good standing with Corporation may designate in writing, as their proxy, a primary producer who intensively irrigates, as a portion of their production, on land owned by said member; subject to Corporation approval, the designated proxy will be eligible to hold a position on the Board and participate in other Corporation business.

All members in good standing with the Corporation, which are a partnership, corporation, association, or otherwise not an individual, shall be entitled to name one assignee to participate on behalf of the member in all Corporation business, including holding membership on the Board. Any named assignee who is not a shareholder in the member must be approved in advance by the Corporation.

3.05. Election and Term.

- (a) Directors shall be elected by the members by a show of hands unless the chair or members request a secret ballot. There shall be a general election in any year in which the terms of the directors shall expire or there are vacancies to be filled on the board. When required, the election shall occur on a date during the last quarter of the fiscal year as determined by the board.
- (b) The term of office of a director shall be three (3) years commencing upon close of the general election, or if elected by directors as a result of a vacancy, upon election, and shall determine upon the election of a successor or upon the passage of a resolution effecting the removal of such director.

- (c) Elections for three (3) directors shall occur in 2024 and elections for three (3) directors shall occur in 2025 and elections for two (2) directors shall occur in 2026. Thereafter, elections shall be held upon the expiration of the three (3) year terms. The first board of directors will be made of three (3), one-year terms; three (3), two-year terms and three (3), three-year terms.
- (d) A director may not serve more than two (2) consecutive terms. Upon completion of the second consecutive term, the director must take at least a one (1) year hiatus prior to seeking another term of office.

3.06. Removal.

Subject to the Act, the members may, by resolution passed at a special meeting, remove any director from office, and the vacancy created by such removal may be filled at the same meeting.

3.07. Vacation of Office.

A director ceases to hold office upon death; upon being removed by the members; ceasing to be qualified for election as a director; or when written resignation is delivered to the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later.

3.08. Vacancies.

Where there is a vacancy on the Board, and there is a quorum of directors, the directors may exercise all powers of the directors, or, appoint a member from the Development Area represented by the vacant position until the next annual meeting. Where there is a vacancy on the Board, but there is not a quorum of directors, the remaining directors shall call a general meeting for the purpose of electing full members to fill any vacancy(ies).

3.09. Action by the Board.

Subject to the Act, the Board shall manage the business and affairs of the Corporation and may exercise all such powers and do all such acts and things as may be exercised and done by the Corporation. The powers of the Board may be exercised by resolution passed at a meeting at which a quorum and (except for filling vacancies in the Board) a majority of resident Canadian directors is present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the Board. Where there is a vacancy in the Board, the remaining director(s) may exercise all the powers of the Board so long as a majority of the number of directors fixed pursuant to section 3.01 remains in office. Where the Corporation has only one director, that director may constitute the meeting.

3.10. Meetings by Telephone or Video Conferencing.

Unless a majority of directors present at a meeting object, a director or directors may participate in a meeting of the Board or of a committee of the Board by means of telephone conference call or video conferencing or other communication facilities as permit all persons

participating in the meeting to hear each other, and a director participating in such a meeting by such means is deemed to be present at the meeting.

3.11. Calling of Meetings.

Meetings of the Board shall be held at such place and at such time as (in order of priority of determination) the chairperson, the vice-chairperson, or a quorum of directors may determine. The Board shall meet at least four (4) times a year.

3.12. Notice of Meetings.

Notice of the time and place of each meeting of the Board shall be given to each director not less than five (5) days before the time when the meeting is to be held. A notice of a meeting shall specify any matters required by the Act to be dealt with at the meeting and need not specify any other business to be transacted at the meeting. A director may in any manner waive notice of or otherwise consent to a meeting of the Board.

3.13. First Meeting of New Board.

Each newly elected Board shall hold its first meeting on a date as determined by the Board. However, the first meeting shall be held no later than the end of January of the fiscal year immediately following the election of the Board.

3.14. Adjourned Meeting.

Notice of an adjourned meeting of the Board is not required if the time and place of the adjourned meeting is announced at the original meeting.

3.15. Regular Meetings.

The Board may appoint a day or days in any month or months for regular meetings of the Board at a place and hour to be named. A copy of any resolution of the Board fixing the place and time of such regular meeting shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act or this bylaw requires the purpose thereof or the business to be transacted thereat to be specified.

3.16. Chair.

The chair of any meeting of the Board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: the chairperson or the vice-chairperson.

If no such officer is present, the directors present shall choose one of their numbers to be chair.

3.17. Votes to Govern.

At all meetings of the Board, every question shall be decided by a majority of the votes cast on the question. The chair of the meeting shall be non-voting except in the case of a voting impasse.

3.18. Remuneration and Expenses.

Subject to the Act and the bylaws, the directors shall be paid such remuneration for their services as the Board may from time to time determine. The directors shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the Board or any committee thereof. Subject to the Act, nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

3.19. Resolution in Lieu of Meeting.

A resolution in writing signed by all the directors of the Corporation entitled to vote on that resolution at a meeting of directors or committee of directors is as valid as if it had been passed at a meeting of the directors or a committee of directors and satisfies all the requirements of the Act relating to meetings of directors or committee of directors. Such resolution may be in two or more counterparts which together, shall be deemed to constitute one resolution in writing. Such resolution shall be filed with the minutes of the proceedings of directors and shall be effective on the date signed thereon or the latest date signed on any counterpart.

3.20. Associate Board Members.

The Board may by resolution appoint associate board members, without vote, to the proceedings of the Board with or without an entitlement to participate in the deliberations of the Board. The term of such appointment shall be at the pleasure of the Board with any renewal or revocation of such appointment determined by a majority resolution of the Board.

4. Committees

4.01. Executives Committees.

The Board may establish from time to time by resolution, executive committees to review, implement, research or undertake one or more activities, however designated, and delegate to such committee any of the powers of the board except those which under the Act a committee of directors has no authority to exercise. The chairperson shall be ex-officio member of all committees. Each committee shall keep minutes of any meeting and shall submit such minutes to the next Board meeting.

The mandate of an executive committee may be determined by resolution of the Board. Such resolution shall indicate the term of a member of a committee, the nature of the duties of the committee, the remuneration to be paid to committee members and the time in which a committee is to complete its work.

4.02. Transaction of Business.

The powers of a committee of directors may be exercised by a meeting at which a quorum of its members is present or by resolution in writing signed by all the members of such committee

who would have been entitled to vote on that resolution at that meeting of the committee. Meetings of such committee may be held at any place in Canada.

4.03. Procedure.

Unless otherwise determined by the Board, each committee shall have the power to fix its quorum to not less than a majority of its members, to elect its chair and to regulate its procedure.

5. Meetings of the Board

5.01. Appointment.

The Board shall from time to time appoint a chairperson, a vice-chairperson, and such other officers as the board may determine. The Board may specify the duties of and, in accordance with this bylaw and subject to the provisions of the Act, delegate to such officers' powers to manage the business and affairs of the Corporation.

5.02. Chairperson.

The Board shall from time to time appoint a chairperson of the Board, who shall be a director. The chairperson shall have such other powers and duties as the Board may specify. During the absence or disability of the chairperson of the Board, or if no chairperson of the Board has been appointed, the duties shall be performed, and powers exercised by the vice-chairperson. If the vice-chairperson is not present, the directors shall choose one of their numbers to be the chairperson of the Board.

5.03. Vice-Chairperson.

The Board shall from time to time appoint a vice-chairperson of the Board, who shall be a director. The vice-chairperson shall have such power and duties as the board may specify.

5.04. Secretary.

The Board may from time to time appoint a secretary, who shall be a director. The secretary shall attend and be the secretary of all meetings of the Board, members and committees of the Board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; the secretary shall give or cause to be given, as and when instructed, all notices to members, directors, officers, auditors and members of committees of the Board; and the secretary shall have such other power and duties as the Board may specify.

5.05. Treasurer.

The Board may from time to time appoint a treasurer or such other person as the Board determines to keep proper accounting records in compliance with the Act, and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; the Treasurer shall render to the Board whenever required an account of all transactions as treasurer and of the financial position of the Corporation; and shall have such other power and duties as the Board may specify.

5.06. Powers and Duties of Other Officers.

The powers and duties of all other officers shall be such as the Board may specify.

5.07. Variation of Powers and Duties.

The Board may from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of an officer.

5.08. Terms of Office.

The Board, in its discretion, may remove any officer of the Corporation without prejudice to such officer's rights under any employment contract. Otherwise, subject to the provisions of 3.04, each officer appointed by the Board shall hold office until a successor is appointed.

5.09. Conflict of Interest.

An officer shall disclose a personal interest in any material contract or proposed material contract with the Corporation.

6. Specific Duties of the Corporation and Board

6.01. General Governance of Board

The Corporation Board shall at all times govern itself in accordance with the Act, any regulations made pursuant to the Act, and the bylaws.

6.02. Collection of Levies

- (a) The annual levy charge to be paid by the District Consumers and by the Prescribed Persons/Intensive Irrigators shall be approved by the Directors and then by the Minister prior to the start of each fiscal year. The Corporation's budget including the charge shall be presented to the Members at the annual meeting.
- (b) The Corporation shall submit a request to the Ministry for the current billing charges for all Irrigation Districts and Intensive Irrigators/Prescribed Persons 90 days prior to the fiscal period in which it is to be billed.
- (c) The Corporation shall send billing notices for the levy charge to all Irrigation Districts and Intensive Irrigators/Prescribed Persons upon approval by the Minister. The billing notices shall be sent no later than April 30 of the year for which the charge is levied. Districts and Intensive Irrigators/Prescribed Persons shall submit the Corporation's levy charge by December 31 of the year for which the charge is levied.
- (d) The Corporation levy charge shall be refunded to any member according to provision in the Act. Any application for refund shall be made to the Corporation prior to December 31 of the year following payment of the charge. Refunds shall apply to the previous year's paid charge only.

For the purposes of clause 5-17(1)(b) of the Act, a written request for a refund of an annual charge levied by the Corporation must contain the following:

- (i) The name and mailing address of the person requesting the refund;
- (ii) The description of the parcel of land that is the subject of the annual charge;
- (iii) If applicable, the name of the Irrigation District to which the person belongs;
- (iv) The amount of the annual charge sought to be refunded; (v)

The reason for requesting the refund.

For the purposes of clause 5-17(2)(b) of the Act, The Corporation shall:

- (i) Verify that the person requesting the refund has paid the annual charge in full to the Corporation; and
- (ii) If the Corporation verifies that the person requesting the refund has paid the annual charge in full to the Corporation, refund the annual charge by way of cheque:
 - a. Made payable to the person requesting the refund; and
 - b. Mailed to that person's mailing address as set out in the request for the refund.

6.03. Levy Arrears

Levies that are in arrears, without submitting a request for refund through the proper channels as outlined in *The Irrigation Act, 2019*, s. 5-17, shall be subject to collections through a court of competent jurisdiction as per *The Irrigation Act, 2019*, s. 5-16(2). Levies that are in arrears and have been sent to collection will be reviewed by the Board and at the Boards discretion on how to proceed regarding collection on the arrear levies.

6.04. Rules, Regulations, Policies, and Procedures

The Board may from time to time make and pass rules, regulations, policies, and procedures (the "Policies") for the governance and operation of the Corporation so long as the Policies do not conflict with the Act or the bylaws.

7. Protection of Directors, Officers and Others

7.01. Limitation of Liability.

No director or officer shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or

deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on such director or officer's part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of office or in relation thereto, unless the same are occasioned by such director or officer's own willful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act and the regulations thereunder or from liability for any breach thereof.

7.02. Indemnity.

Subject to the limitations contained in the Act, the Corporation shall and does hereby indemnify a director or officer, a former director or officer, and such person's heirs and legal representative, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by such person in respect of any civil, criminal or administrative action or proceeding to which such person is made a party by reason of being or having been a director or officer of the Corporation, if:

- (a) such person acted honestly and in good faith with a view of the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, such person had reasonable grounds for believing that the conduct was lawful.

7.03. Insurance.

Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of its directors and officers, as the Board may from time to time determine.

8. Meetings of Members

8.01. Annual General Meeting.

The Corporation shall hold at least one (1) annual general meeting of its members in each fiscal year. The annual general meeting of members shall be held at such time in each year and, subject to section 8.02, at such place as the Board may from time to time determine for the purpose of considering the financial statements and reports required by the Act to be placed before the annual general meeting, appointing auditors, and for the transaction of such other business as may properly be brought before the meeting.

8.02. Place of Meetings.

Meetings of members shall be held at such place within Saskatchewan as the directors may determine, or subject to the Act, may be held at such place outside of Saskatchewan as those members entitled to vote at such meeting may, from time to time, determine.

8.03. Notice of Meetings.

Notice of the time and place of each meeting of members shall be given in the manner provided in section 9.01. Notice shall be given not less than thirty (30) days before the date of the meeting to each director, to the auditor and to each member who, at the close of business on the record date, if any, for notice, is entered in the members register. Notice of a meeting of members called for any purpose other than consideration of the financial statements, auditor's report, annual reports, and reappointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit the member to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting.

A member may in any manner waive notice of or otherwise consent to a meeting of members.

8.04. Chair and Secretary.

The chair of any meeting of members shall be one the following officers present at the meeting (in order of priority of determination): the chairperson or the vice-chairperson. If no such officer is present within fifteen minutes from the time fixed for holding the meeting, the directors present shall choose one of their number to be chair. The chair shall determine all questions of procedure during the meeting. If the secretary of the Corporation is absent, the chair shall appoint some person, who need not be a member, to act as secretary of the meeting.

8.05. Persons Entitled to be Present.

The only persons entitled to be present at a meeting of members shall be those entitled to vote thereat, the directors and auditors of the Corporation, and Industry Partners & others who, although not entitled to vote, are entitled or required under the Act or the bylaws to be present at the meeting. Any other person may attend on the invitation of the chair of the meeting or with the consent of the meeting.

8.06. Quorum.

A quorum for the meeting is formed by a majority of the members present.

8.07. Right to Vote.

Subject to the provisions of section 8.09 as to authorized representatives of another body corporate at any meeting of members in respect of which the Corporation has prepared the list referred to in section 8.03, every person who is named in such list shall be entitled to vote at the meeting to which such list relates. In the absence of a list prepared as aforesaid in respect of a meeting of the members, the member's list shall be deemed to consist of the members whose names are entitled in the members register of the Corporation at the close of

business on the date immediately preceding the date on which the notice is given, or if no notice is given, the day on which the meeting of the members is held.

8.08. Representative.

Any body, corporation, or association which is a member of the Corporation may authorize such person as it thinks fit to act as its representative at any meeting of the Corporation or of any class of members of the Corporation, and the person so authorized shall be entitled to exercise the same powers on behalf of the body corporate represented as that body corporate could exercise if it were an individual member of the Corporation. Any certificate or notice in writing affecting such authorization executed by an officer of such body corporate shall, without notice of defect, be effective for purposes hereof, irrespective of form.

8.09. Votes to Govern.

At any meeting of members every question shall, unless otherwise required by the Act or bylaws, be determined by the majority of the votes cast on the question. In case of an equality of votes, the chair of the meeting shall not be entitled to a second or casting vote.

8.10. Show of Hands.

Subject to the provisions of the Act, any question at a meeting of members shall be decided by a show of hands unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every member who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is required or demanded, a declaration by the chair of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried, and an entry to that effect in the minutes of the meeting, shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the votes so taken shall be the decision of the members upon the said question.

8.11. Adjournment.

The chair of the meeting may with the consent of the meeting adjourn any meeting of members from time to time to a fixed time and place and, subject to the Act, no notice of the time and place for the holding of the adjourned meeting shall be required if the adjourned meeting is held in accordance with the terms of adjournment and if a quorum as constituted at the time of adjournment is present at the adjourned meeting. If there is not a quorum as so constituted present at the adjourned meeting, the original meeting shall be deemed to have terminated immediately after its adjournment. Any business may be brought or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the original meeting.

8.12. Annual Financial Statements.

The Board shall lay before each annual general meeting of members a financial statement prepared in accordance with the provisions of the Act, the regulations thereto, the bylaws of

the Corporation, and the report of the auditor, if any, to the members thereat. The financial statement shall:

- (a) be approved by the Board and signed by all director(s) thereof;
- (b) cover the period of the most recent fiscal year before the annual general meeting;
- (c) be a comparative statement relating separately to the latest completed financial year and the financial year next preceding it; and
- (d) subject to the requirements of the Act and the regulations thereto, be made up of:
 - (i) a statement of profit and loss for each period;
 - (ii) a statement of surplus for each period;
 - (iii) a statement of source and application of funds for each period;
 - (iv) a balance sheet as at the end of each period, with each statement containing the information required by the Act to be disclosed in such statements; and (v) a statement of changes in financial position.

8.13. Copies to Members.

A copy of the financial statements and a copy of the auditor's report shall be provided to the members at the annual general meeting and also posted on the website for the Corporation.

8.14. Meetings by Telephone or Video Conferencing.

Subject to the Act and the availability of adequate facilities, a member may attend a meeting of members by means of telephone, video conferencing or other communications facilities if all participants are able to communicate adequately with each other during the meeting. The decision whether telephone, video conferencing or other communications facilities will be available at a members' meeting shall be in the discretion of the Board. The Board shall notify the members if such telephone, video conferencing or other communications facilities will be available in the notice of meeting to members.

9. Notices

9.01. Method of Giving Notices.

Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the regulations hereunder, the bylaws or otherwise to a member, director, officer, auditor, or member of a committee of the Board shall be sufficiently given if delivered personally to the person to whom it is to be given, or by electronic mail to such persons recorded email address, or if delivered to such person's recorded address or if mailed to such person at the recorded address by prepaid ordinary mail, or if sent to such person at the recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been given when it

is delivered personally or delivered to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given 24 hours after being deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given 24 hours after being dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The Board or general manager may change or cause to be changed the recorded address of any member, director, officer, auditor or member of a committee of the Board in accordance with any information believed by the Board or general manager to be reliable.

9.02. Computation of Time.

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included, and in computing the time when notice must be given under any provision requiring a specified number of hours' notice of any meeting, or other event, the hour of giving the notice and the hour of commencement of the meeting shall be excluded.

9.03. Undelivered Notices.

If any notice given to a member pursuant to section 9.01 is returned on three (3) consecutive occasions because such member cannot be found, the Corporation shall not be required to give any further notices to such member until such member informs the Corporation in writing of a new address.

9.04. Omissions and Errors.

The accidental omission to give any notice to any member, director, officer, auditor or member of a committee of the Board, or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken by any meeting held pursuant to such notice or otherwise founded thereon.

9.05. Persons Entitled by Death or Operation of Law.

Every person who, by operation of law, transfer, death of a member or any other means whatsoever, shall become entitled to any membership, shall be bound by every notice in respect of such membership which shall have been duly given to the member from whom title to such membership is derived prior to such person's name and address being entered on the members register (whether such notice was given before or after the happening of the event upon which such person became so entitled) and prior to furnishing to the Corporation the proof of authority or evidence of such person's entitlement prescribed by the Act.

9.06. Waiver of Notice.

Any member (or duly appointed proxyholder), director, officer, auditors or member of a committee of the Board, may at any time waive any notice, or waive or abridge the time for any notice required to be given to such person under any provision of the Act, the regulations thereunder, the bylaws or otherwise, and such waiver or abridgement shall cure any default

in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of members or of the Board, which may be given in any manner.

9.07. Consents.

Any consent or approvals required to be obtained pursuant to the provisions of the Act or the bylaws of the Corporation must be evidenced by a memorandum in writing, which memorandum shall be dated and shall state the specific use for which such consent or approval was obtained. Such consent shall be valid for a period of sixty (60) days after the date stated thereon. If such period shall lapse, the Board shall be required to obtain additional evidence of such consent in the form hereinbefore mentioned.

10. Effective Date

10.01. Effective Date.

This bylaw shall come into force upon the directors of the Corporation adopting the same by resolution and shall continue in full force and effect until the first meeting of members of the Corporation following such adoption.

10.02. Ratification.

At the first meeting of members following the adoption by the directors of the Corporation, the directors of the Corporation shall submit this bylaw to the members of the Corporation, and the members shall either confirm, reject or amend the same by ordinary resolution.

ENACTED by the Board effective the ____ day of _____, 2023.

Irrigation Saskatchewan Chairperson Irrigation Saskatchewan Vice-Chairperson