

10-28-1999

WENMM 1619A (2-99)



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SEP 18 11:10

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 10-18-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type	Conveyance Type
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input type="checkbox"/> License <input type="checkbox"/> Change of Name
<input type="checkbox"/> Correction of PTO Error Reel # Frame #	<input checked="" type="checkbox"/> Merger/Amalgamation <input type="checkbox"/> Other
<input type="checkbox"/> Corrective Document Reel # Frame #	<input type="checkbox"/> Nunc Pro Tunc Assignment
Conveying Party(ies)	<input type="checkbox"/> Mark if additional names of conveying parties attached

Execution Date

Name Cascade (Ontario) Inc. Month 04 Day 29 Year 99

Formerly Cascade (Canada) Inc.

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization: Ontario, Canada

Receiving Party Mark if additional names of receiving party attached

Name Industriq1 Tires Limited

DBA/AKA/TA

Composed of:

Address (line 1) 3161 Wharton Way North

Address (line 2)

Address (line 3) Mississauga Ontario, Canada L4X 2B7

City	State/Country	Zip Code
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Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization: New Brunswick, Ontario, Canada

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington D.C., 20231

10/25/1999 DNGUYEN 00000374 75227620

01 FC:481 40.00 DP
02 FC:482 275.00 DP

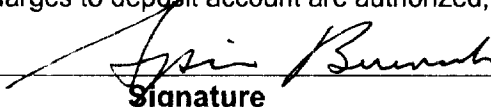
TRADEMARK
REEL: 001980 FRAME: 0899

Domestic Representative Name and Address		Enter for the first Receiving Party
Name	Spiro Bereveskos	
Address (line 1)	Woodard, Emhardt, Naughton, Moriarty & McNett	
Address (line 2)	111 Monument Circle, Suite 3700	
Address (line 3)	Bank One Center/Tower	
Address (line 4)	Indianapolis, Indiana 46204-5137 USA	

Correspondent Name and Address		Area Code and Telephone Number: 317-634-3456
Name	Spiro Bereveskos	
Address (line 1)	Woodard, Emhardt, Naughton, Moriarty & McNett	
Address (line 2)	111 Monument Circle, Suite 3700	
Address (line 3)	Bank One Center/Tower	
Address (line 4)	Indianapolis, Indiana 46204-5137	
Pages	Enter the total number of pages of the attached conveyance document including any attachments.	# 2

Trademark Application Number(s) or Registration Number(s)		<input type="checkbox"/> Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).		
Trademark Application Number(s)		Registration Number(s)
75/227,620	75/090,335	1,947,740
		2,100,576
		1,364,372
		1,045,362
		1,690,066
		1,675,791
		1,135,099
		1,776,420
		2,016,666
		2,165,046

Number of properties		Enter the total number of properties involved	# 12
Fee Amount		Fee Amount for Properties Listed (37 CFR 3.41):	\$ 315
Method of Payment:	Enclosed <input checked="" type="checkbox"/>	Deposit Account	<input type="checkbox"/>
Deposit Account	(Enter for payment by deposit account or if additional fees can be charged to the account).		
	Deposit Account Number	# 23-3030	
	Authorization to charge additional fees:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Statement and Signature	
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.	
Spiro Bereveskos	
Name of Person Signing	Signature
	Date 10/14/99

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A l'usage exclusif du Ministère



Ministry of
Consumer and
Commercial Relations

Ministère de
la Consommation
et du Commerce
CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

Ontario Corporation Number
Numéro de la compagnie en Ontario

1251798

CERTIFICATE
This is to certify that these
articles are effective on

SEPTEMBER 01 SEPTEMBRE, 1997

Trans Code 18 A	Line No 20 0	Stat 25 0	Corp Type 29 A	Method Incorp 30 3	State 31 S
Notice Req'd 32 N	Jurisdiction 33 ONTARIO			37 A	

Sam D. [Signature]
Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

ARTICLES OF AMALGAMATION
STATUTS DE FUSION

Form 4
Business
Corporations
Act

Formule
n° 4
C.O.
sur les
compagnies

1. The name of the amalgamated corporation is: Dénomination sociale de la compagnie issue de la fusion:

CASCADE (CANADA) INC.

2. The address of the registered office is: Adresse du siège social:

5570 Timberlea Boulevard

(Street & No. or R.R. No. & # Multi-Office Building give Room No.)
(Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureau, numéro du bureau)

Mississauga, Ontario

(Name of Municipality or Post Office)
(Nom de la municipalité ou du bureau de poste)

L 4 W 4 M 6

(Postal Code)
(Code Postal)

(Name of Municipality, Geographic Township)
(Nom de la municipalité, du canton)

in
dans le/la

(County, District or Regional Municipality)
(Comté, District, municipalité régionale)

3. Number (or minimum and maximum number) of directors is: Nombre (ou nombres minimal et maximal) d'administrateurs:

A minimum of 1 and a maximum of 10

4. The director(s) is/are:

Administrateur(s).

Resident

First name, initials and last name Prénom, initiales et nom de famille	Residence address, giving Street & No. or R.R. No., Municipality and Postal Code Adresse personnelle, y compris la rue et le numéro, le numéro de la R.R., le nom de la municipalité et le code postal	Canadian State Yes or No Résident Canadien Oui/Non
Andrew W. Aziz	97 Hogarth Avenue Toronto, Ontario M4K 1K5	Yes
Thomas P. Buckley	2028 Parklane Crescent Burlington, Ontario L7N 3V6	Yes
James P. Miller	6150 S.W. Spruce Avenue Beaverton, Oregon 97005	No

5. A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the Business Corporations Act on the date set out below.

A) Les actionnaires de chaque compagnie qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176 (4) de la Loi sur les compagnies à la date mentionnée ci-dessous

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Check A or B	Cocher A ou B
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B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the Business Corporations Act on the date set out below.
The articles of amalgamation in substance contain the provisions of the articles of incorporation of

B) Les administrateurs de chaque compagnie qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les compagnies à la date mentionnée ci-dessous. Les statuts de fusion reprennent essentiellement les dispositions des statuts constitués de

Cascade (Canada) Inc.

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des compagnies qui fusionnent	Ontario Corporation Number Numéro de la compagnie en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation
Cascade (Canada) Inc.	236492	August 12, 1997
Industrial Tires Limited	1217869	August 12, 1997

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation exercise. *Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.* 3

None

7. The classes and any maximum number of shares that the corporation is authorized to issue. *Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:*

(i) an unlimited number of Common Shares ("Common Shares");

(ii) an unlimited number of Class A Exchangeable Non-Voting Shares ("Exchangeable Shares").

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série:

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See pages 4A to 4P.

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**SCHEDULE A
PROVISIONS ATTACHING TO EXCHANGEABLE SHARES**

The Class A Exchangeable Non-Voting Shares in the capital of the Corporation shall have the following rights, privileges, restrictions and conditions:

ARTICLE 1

INTERPRETATION

1.1 For the purposes of these share provisions:

"Affiliate" and "control" have the respective meanings ascribed thereto in the OBCA.

"Board of Directors" means the Board of Directors of the Corporation.

"Business Day" means any day other than a Saturday, a Sunday or a day when Canadian chartered banks are not open for business in Toronto, Ontario.

"Canadian Dollar Equivalent" means in respect of a dollar amount expressed in a foreign currency (the "Foreign Currency Amount") at any date the product obtained by multiplying (a) the Foreign Currency Amount by (b) the noon spot exchange rate on such date for such foreign currency expressed in Canadian dollars as reported by the Bank of Canada or, in the event such spot exchange rate is not available, such exchange rate on such date for such foreign currency expressed in Canadian dollars as may be deemed by the Board of Directors to be appropriate for such purpose.

"Cascade" means Cascade Corporation, a corporation organized and existing under the laws of the State of Oregon and any successor corporation.

"Cascade Call Notice" has the meaning ascribed thereto in Section 5.3 of these share provisions.

"Cascade Common Shares" means the shares of common stock of Cascade and any other securities into which such shares may be changed.

"Cascade Dividend Declaration Date" means the date on which the board of directors of Cascade declares any ordinary or regular dividend on the Cascade Common Shares.

"Common Shares" means the common shares of the Corporation.

"Corporation" means Cascade (Canada) Inc., a corporation governed by the laws of the Province of Ontario.

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"Current Market Price" means, in respect of a Cascade Common Share on any date, the Canadian Dollar Equivalent of the average of the closing prices (or, if there is no closing price, the average of the bid and ask prices) of Cascade Common Shares on the New York Stock Exchange (the "NYSE") on each of the thirty (30) consecutive trading days ending not more than five trading days before such date, or, if the Cascade Common Shares are not then quoted on the NYSE, on such other stock exchange or automated quotation system on which the Cascade Common Shares are listed or quoted, as the case may be, as may be selected by the Board of Directors for such purpose; provided, however, that if there is no public distribution or trading activity of Cascade Common Shares during such period, then the Current Market Price of a Cascade Common Share shall be determined by the Board of Directors which determination by the Board of Directors shall be conclusive and binding.

"Exchange Agreement" means an exchange agreement between Cascade and a holder of Exchangeable Shares.

"Exchangeable Shares" mean the Class A Exchangeable Non-Voting Shares of the Corporation having the rights, privileges, restrictions and conditions set forth herein.

"Liquidation Amount" has the meaning ascribed thereto in Section 4.1 of these share provisions.

"Liquidation Date" has the meaning ascribed thereto in Section 4.1 of these share provisions.

"OBCA" means the *Business Corporations Act* (Ontario) as the same may be amended from time to time.

"Purchase Price" has the meaning ascribed thereto in Section 5.3 of these share provisions.

"Redemption Call Right" has the meaning ascribed thereto in the Exchange Agreement.

"Redemption Date" means the date for the redemption by the Corporation of the Exchangeable Shares pursuant to Article 6 of these share provisions, which date shall be on or after January 13, 2002, unless (a) such date shall be extended at anytime or from time to time to a specified later date by the Board of Directors, or (b) such date shall be accelerated at any time to a specified earlier date by the Board of Directors if at such time there are less than 20,000 Exchangeable Shares outstanding (other than Exchangeable Shares held by Cascade and its Affiliates and as such number of shares may be adjusted as deemed appropriate by the Board of Directors to give effect to any subdivision or consolidation of or stock dividend on the Exchangeable Shares, any issue or distribution or rights to acquire Exchangeable

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Shares or other securities or rights or evidences of indebtedness or assets, or any other capital reorganization or other transaction affecting the Exchangeable Shares), in each case upon at least 10 days' prior written notice of any such extension or acceleration, as the case may be, to the registered holders of the Exchangeable Shares, in which case the Automatic Redemption Date shall be such later or earlier date; provided, however, that the accidental failure or omission to give any such notice of extension or acceleration, as the case may be, to less than 10% of such holders of Exchangeable Shares shall not affect the validity of such extension or acceleration.

"Redemption Price" has the meaning ascribed thereto in Section 6.1 of these share provisions.

"Retracted Shares" has the meaning ascribed thereto in Section 5.1 of these share provisions.

"Retraction Call Right" has the meaning ascribed thereto in Section 5.1 of these share provisions.

"Retraction Date" has the meaning ascribed thereto in Section 5.1 of these share provisions.

"Retraction Price" has the meaning ascribed thereto in Section 5.1 of these share provisions.

"Retraction Request" has the meaning ascribed thereto in Section 5.1 of these share provisions.

"Support Agreement" means the support agreement between Cascade and the Corporation dated as of January 13, 1997.

ARTICLE 2

RANKING OF EXCHANGEABLE SHARES

2.1 The Exchangeable Shares shall, with respect to the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, rank prior to the Common Shares and any other shares ranking junior to the Exchangeable Shares.

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ARTICLE 3**DIVIDENDS**

3.1 A holder of an Exchangeable Share shall be entitled to receive and the Board of Directors shall, subject to applicable law, within five Business Days of each Cascade Dividend Declaration Date, declare a dividend on each Exchangeable Share (a) in the case of a cash dividend declared on the Cascade Common Shares, in an amount in cash for each Exchangeable Share equal to the Canadian Dollar Equivalent on the Cascade Dividend Declaration Date of the cash dividend declared on each Cascade Common Share or (b) in the case of a stock dividend declared on the Cascade Common Shares to be paid in Cascade Common Shares, in such number of Exchangeable Shares for each Exchangeable Share as is equal to the number of Cascade Common Shares to be paid on each Cascade Common Share. Such dividends shall be paid out of money, assets or property of the Corporation properly applicable to the payment of dividends or out of authorized but unissued shares of the Corporation, as the case may be.

3.2 Cheques of the Corporation payable at par at any branch of the bankers of the Corporation shall be issued in respect of any cash dividends contemplated by Section 3.1(a) hereof and the sending of such a cheque to each holder of an Exchangeable Share shall satisfy the cash dividend represented thereby unless the cheque is not paid on presentation. Certificates registered in the name of the registered holder of Exchangeable Shares shall be issued or transferred in respect of any stock dividends contemplated by Section 3.1(b) hereof and the sending of such a certificate to each holder of an Exchangeable Share shall satisfy the stock dividend represented thereby. No holder of an Exchangeable Share shall be entitled to recover by action or other legal process against the Corporation any dividend that is represented by a cheque that has not been duly presented to the Corporation's bankers for payment or that otherwise remains unclaimed for a period of six years from the date on which such dividend was payable.

3.3 If on any payment date for any dividends declared on the Exchangeable Shares under Section 3.1 hereof the dividends are not paid in full on all of the Exchangeable Shares then outstanding, any such dividends that remain unpaid shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient moneys, assets or property properly applicable to the payment of such dividends.

ARTICLE 4

DISTRIBUTION ON LIQUIDATION

4.1 In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, a holder of Exchangeable Shares shall be entitled, subject to applicable law, to receive from the assets of the Corporation in respect of each Exchangeable Share held by such holder on the effective date (the "Liquidation Date") of such liquidation, dissolution or winding-up, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares or any other shares ranking junior to the Exchangeable Shares, \$20.00 per share (the "Liquidation Amount").

4.2 On or promptly after the Liquidation Date, the Corporation shall cause to be delivered to the holders of the Exchangeable Shares the Liquidation Amount (less any tax required to be deducted and withheld therefrom by the Corporation) for each such Exchangeable Share upon presentation and surrender of the certificates representing such Exchangeable Shares together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the OBCA and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, at the registered office of the Corporation. Payment of the total Liquidation Amount for such Exchangeable Shares shall be made by delivery to each holder, at the address of the holder recorded in the securities register of the Corporation for the Exchangeable Shares or by holding for pick up by the holder at the registered office of the Corporation, on behalf of the Corporation of a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in respect of the total Liquidation Amount (less any tax required to be deducted and withheld therefrom by the Corporation). On and after the Liquidation Date, the holders of the Exchangeable Shares shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Liquidation Amount, unless payment of the total Liquidation Amount for such Exchangeable Shares shall not be made upon presentation and surrender of share certificates in accordance with the foregoing provisions, in which case the rights of the holder shall remain unaffected until the total Liquidation Amount has been paid in the manner hereinbefore provided. The Corporation shall have the right at any time on or after the Liquidation Date to deposit or cause to be deposited the total Liquidation Amount in respect of the Exchangeable Shares represented by certificate that have not at the Liquidation Date been surrendered by the holders thereof in a custodial account with any chartered bank or trust company in Canada. Upon such deposit being made, the rights of the holders of Exchangeable Shares after such deposit shall be limited to receiving their proportionate part of the total Liquidation Amount so deposited (less any tax required to be deducted and withheld therefrom) without interest for such

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Exchangeable Shares against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions.

4.3 After the Corporation has satisfied its obligations to pay the holders of the Exchangeable Shares the Liquidation Amount per Exchangeable Share pursuant to Section 4.1 of these share provisions, such holders shall not be entitled to share in any further distribution of the assets of the Corporation.

ARTICLE 5

RETRACTION OF EXCHANGEABLE SHARES BY HOLDER

5.1 A holder of Exchangeable Shares shall be entitled at any time, subject to applicable law and otherwise upon compliance with the provisions of this Article 5, to require the Corporation to redeem any or all of the Exchangeable Shares registered in the name of such holder for, at the option of the holder, \$20.00 per share in (a) cash or (b) an amount per share equal to (i) the Current Market Price of a Cascade Common Share on the last Business Day prior to the Retraction Date, which shall be satisfied in full by the Corporation causing to be delivered to such holder one Cascade Common Share for each Exchangeable Share presented and surrendered by the holder plus (ii) an additional amount equal to the Canadian Dollar Equivalent of all dividends declared and unpaid thereon and all dividends declared on Cascade Common Shares which have not been declared on such Exchangeable Shares in accordance with section 3.1 of these share provisions (in either case, the "Retraction Price") provided that if the record date for any such declared and unpaid dividends occurs on or after the Retraction Date the Retraction Price shall not include such additional amount. To effect such redemption, the holder shall present and surrender at the registered office of the Corporation the certificate or certificates representing the Exchangeable Shares which the holder desires to have the Corporation redeem, together with such other documents and instructions as may be required to effect a transfer of Exchangeable Shares under the OBCA and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require together with a duly executed statement (the "Retraction Request"):

(a) specifying that the holder desires to have all or any number specified therein of the Exchangeable Shares represented by such certificate or certificates (the "Retracted Shares") redeemed by the Corporation and representing and warranting that the holder has good title to and owns such shares free and clear of all liens, claims and encumbrances;

(b) stating the Business Day on which the holder desires to have the Corporation redeem the Retracted Shares (the "Retraction Date"), provided that the Retraction Date shall be not less than 10 Business Days nor more than

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30 Business Days after the date on which the Retraction Request is received by the Corporation and further provided that, in the event that no such Business Day is specified by the holder in the Retraction Request, the Retraction Date shall be deemed to be the twentieth Business Day after the date on which the Retraction Request is received by the Corporation; and

(c) acknowledging the overriding right (the "Retraction Call Right") of Cascade to purchase all but not less than all the Retracted Shares directly from the holder.

5.2 Subject to the exercise by Cascade of the Retraction Call Right, upon receipt by the Corporation in the manner specified in Section 5.1 hereof of a certificate or certificates representing the number of Exchangeable Shares which the holder desires to have the Corporation redeem, together with a Retraction Request, the Corporation shall redeem the Retracted Shares effective at the close of business on the Retraction Date and shall cause to be delivered to such holder the total Retraction Price with respect to such shares on the Retraction Date. If only a part be Exchangeable Shares represented by any certificate are redeemed (or purchased by Cascade pursuant to the Retraction Call Right), a new certificate for the balance of such Exchangeable Shares shall be issued to the holder by the Corporation.

5.3 Upon receipt by the Corporation of a Retraction Request, the Corporation shall immediately notify Cascade thereof. In order to exercise the Retraction Call Right, Cascade must notify the Corporation in writing of Cascade's determination to do so (the "Cascade Call Notice") in accordance with the provisions of the Exchange Agreement. If Cascade does not so notify the Corporation, the Corporation will notify the holder as soon as possible thereafter that Cascade will not exercise the Retraction Call Right. If Cascade delivers the Cascade Call Notice, the Retraction Request shall thereupon be considered only to be an offer by the holder to sell the Retracted Shares to Cascade in accordance with the Retraction Call Right. In such event, the Corporation shall not redeem the Retracted Shares and Cascade shall purchase from such holder and such holder shall sell to Cascade on the Retraction Date the Retracted Shares for a purchase price (the "Purchase Price") per share equal to the Retraction Price per share. For the purposes of completing a purchase pursuant to the Retraction Call Right, Cascade shall deposit with the Corporation, as agent for such holder, on or before the Retraction Date, either a cheque in the amount of the total Purchase Price or certificates representing Cascade Common Shares and a cheque in the amount of the remaining portion, if any, of the total Purchase Price, as the case may be. Provided that the total Purchase Price has been so deposited with the Corporation, the closing of the purchase and sale of the Retracted Shares pursuant to the Retraction Call Right shall be deemed to have occurred as at the close of business on the Retraction Date and, for greater certainty, no redemption by the Corporation of such Retracted Shares shall take place on the Retraction Date. In the event that Cascade does not deliver a Cascade Call Notice or fails to deposit with the Corporation the consideration for the Retracted Shares, the Corporation

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shall redeem the Retracted Shares on the Retraction Date and in the manner otherwise contemplated in this Article 5.

5.4 The Corporation or Cascade, as the case may be, shall deliver to the relevant holder, at the address of the holder recorded in the securities register of the Corporation for the Exchangeable Shares or at the address specified in the holder's Retraction Request or by holding for pick up by the holder at the registered office of the Corporation, certificates representing the Cascade Common Shares registered in the name of the holder or in such other name as the holder may request in payment of the total Retraction Price or the total Purchase Price, as the case may be, and a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in payment of the remaining portion, if any, of the total Retraction Price (less any tax required to be deducted and withheld therefrom by the Corporation) or a cheque of Cascade payable at par and in Canadian dollars at any branch of the bankers of Cascade or of the Corporation in Canada in payment of the remaining portion, if any, of the total Purchase Price, as the case may be, and such delivery of such certificates and cheque on behalf of the Corporation or Cascade, as the case may be, by the Corporation shall be deemed to be payment of and shall satisfy and discharge all liability of the Corporation or Cascade, as the case may be, to the extent that the same is represented by such share certificates and cheque (less any tax required and in fact deducted and withheld therefrom and remitted to the proper tax authority), unless such cheque is not paid on due presentation. To the extent that the amount of tax required to be deducted or withheld from any payment to a holder of Exchangeable Shares exceeds the cash portion of such payment, the Corporation or Cascade, as the case may be, is hereby authorized to sell or otherwise dispose of such portion of the property then payable to the holder as is necessary to provide sufficient funds to the Corporation or Cascade in order to enable it to comply with such deduction or withholding requirement and shall give an accounting to the holder with respect thereto and any balance of such proceeds of sale.

5.5 On and after the close of business on the Retraction Date, the holder of the Retracted Shares shall cease to be a holder of such Retracted Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive the total Retraction Price or total Purchase Price, as the case may be, to which such holder is entitled unless upon presentation and surrender of certificates in accordance with the foregoing provisions, payment of the total Retraction Price or the total Purchase Price, as the case may be, shall not be made, in which case the rights of such holder shall remain unaffected until the total Retraction Price or the total Purchase Price, as the case may be, has been paid in the manner hereinbefore provided.

5.6 Notwithstanding any other provision of this Article 5, the Corporation shall not be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent that such redemption of Retracted Shares would be contrary to

solvency requirements or other provisions of applicable law. If the Corporation believes that on any Retraction Date it would not be permitted by any of such provisions to redeem the Retracted Shares tendered for redemption on such date and provided that Cascade shall not have exercised the Retraction Call Right with respect to the Retracted Shares, the Corporation shall only be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such provisions and shall notify the holder at least two Business Days prior to the Retraction Date as to the number of Retracted Shares which will not be redeemed by the Corporation. In any case in which the redemption by the Corporation of all of the Retracted Shares would be contrary to solvency requirements or other provisions of applicable law, the Corporation shall redeem that number of Retracted Shares permitted without contravening such provision in accordance with Section 5.2 of these share provisions on a pro rata basis and shall issue to each holder of Retracted Shares a new certificate, at the expense of the Corporation, representing the Retracted Shares not redeemed by the Corporation pursuant to Section 5.2 hereof. The holder of any such Retracted Shares not redeemed by the Corporation pursuant to Section 5.2 of these share provisions as a result of solvency requirements of applicable law shall be deemed by giving the Retraction Request to require Cascade to purchase such Retracted Shares from such holder on the Retraction Date or as soon as practicable thereafter on payment by Cascade to such holder of the Purchase Price for each such Retracted Share.

ARTICLE 6

REDEMPTION OF EXCHANGEABLE SHARES BY THE CORPORATION

6.1 Subject to applicable law, and subject to the exercise by Cascade of the Redemption Call Right, the Corporation may on the Redemption Date redeem (the "Redemption") the whole of the then outstanding Exchangeable Shares for an amount per share equal to (i) \$20.00 plus (ii) the Canadian Dollar Equivalent of all declared and unpaid dividends thereon (collectively, the "Redemption Price").

6.2 In any case of any redemption of Exchangeable Shares under this Article 6, the Corporation shall, at least 30 days before the Redemption Date, send or cause to be sent to each holder of Exchangeable Shares to be redeemed a notice in writing of the redemption by the Corporation or the purchase by Cascade under the Redemption Call Right, as the case may be, of the Exchangeable Shares held by such holder. Such notice shall set out the formula for determining the Redemption Price or the Redemption Call Purchase Price as the case may be, the Redemption Date, and, if applicable, particulars of the Redemption Call Right. On or after the Redemption Date and subject to the exercise by Cascade of the Redemption Call Right, the Corporation shall cause to be delivered to the holders of the Exchangeable Shares to be redeemed the Redemption Price (less any tax required to be deducted and

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withheld therefrom by the Corporation) for each such Exchangeable Share upon presentation and surrender at the registered office of the Corporation, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the OBCA and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. Payment of the total Redemption Price for such Exchangeable Shares shall be made by delivery to each holder, at the address of the holder recorded in the securities register of the Corporation or by holding for pick up by the holder at the registered office of the Corporation, on behalf of the Corporation of a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in respect of the total Redemption Price (less any tax required to be deducted and withheld therefrom by the Corporation) without interest. On and after the Redemption Date, the holders of the Exchangeable Shares called for redemption shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Redemption Price, unless payment of the total Redemption Price for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders with respect to those Exchangeable Shares as to which the Redemption Price has not been paid shall remain unaffected until the total Redemption Price with respect thereto has been paid in the manner hereinbefore provided. The Corporation shall have the right at any time after the sending of notice of its intention to redeem Exchangeable Shares as aforesaid to deposit or cause to be deposited the total Redemption Price of the Exchangeable Shares so called for redemption, or of such of the said Exchangeable Shares represented by certificates that have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a custodial account with any chartered bank or trust company in Canada named in such notice. Upon the later of such deposit being made and the Redemption Date, the Exchangeable Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or Redemption Date, as the case may be, shall be limited to receiving their proportionate part of the total Redemption Price so deposited (less any tax required to be deducted and withheld herefrom by the Corporation) without interest for such Exchangeable Shares against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions.

ARTICLE 7

PURCHASE FOR CANCELLATION

7.1 Subject to applicable law and the articles of the Corporation, the Corporation may at any time and from time to time purchase for cancellation all or any part of the outstanding Exchangeable Shares at a price per share not exceeding the Current

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Market Price of a Cascade Common Share together with an amount equal to all declared and unpaid dividends thereon. Alternatively, the Corporation may purchase for cancellation all or any part of the outstanding Exchangeable Shares at any price by tender to all the holders of record of Exchangeable Shares then outstanding at any price per share together with an amount equal to all declared and unpaid dividends thereon. If in response to an invitation for tenders under the provisions of this Section 7.1, more Exchangeable Shares are tendered at a price or prices acceptable to the Corporation than the Corporation is prepared to purchase, the Exchangeable Shares to be purchased by the Corporation shall be purchased as nearly as may be *pro rata* according to the number of shares tendered by each holder who submits a tender to the Corporation, provided that when shares are tendered at different prices, the pro rating shall be effected (disregarding fractions) only with respect to the shares tendered at the price at which more shares were tendered than the Corporation is prepared to purchase after the Corporation has purchased all the shares tendered at lower prices. If part only of the Exchangeable Shares represented by any certificate shall be purchased, a new certificate for the balance of such shares shall be issued by the Corporation.

ARTICLE 8

NO VOTING RIGHTS

8.1 Except as required by applicable law and the provisions of Sections 9.1, 10.1, and 11.1, the holders of the Exchangeable Shares shall not be entitled as such to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting.

ARTICLE 9

AMENDMENT AND APPROVAL

9.1 The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be added to, changed or removed but only with the approval of the holders of the Exchangeable Shares given as hereinafter specified.

9.2 Any approval given by the holders of the Exchangeable Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Exchangeable Shares shall be deemed to have been sufficiently given if it shall have been given in accordance with applicable law subject to a minimum requirement that such approval be evidenced by resolution passed by all of the votes cast on such resolution at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 50% of the outstanding Exchangeable Shares at that time are present or represented by proxy; provided that if at any such meeting the

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holders of at least 50% of the outstanding Exchangeable Shares at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting then the meeting shall be adjourned to such date not less than 10 days thereafter and to such time and place as may be designated by the Chairman of such meeting. At such adjourned meeting the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of all of the votes cast on such resolution at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares.

9.3 Subject to Section 9.2, any approval given by the holders of the Exchangeable Shares with respect to any matter requiring the approval or consent of the holders of the Exchangeable Shares shall be deemed to have been sufficiently given if it shall have been given in accordance with applicable law subject to a minimum requirement that such approval be evidenced by resolution passed by not less than two-thirds of the votes cast on such resolution at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 50% of the outstanding Exchangeable Shares at that time are present or represented by proxy; provided that if at any such meeting the holders of at least 50% of the outstanding Exchangeable Shares at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting then the meeting shall be adjourned to such date not less than 10 days thereafter and to such time and place as may be designated by the Chairman of such meeting. At such adjourned meeting the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than two-thirds of the votes cast on such resolution at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares.

ARTICLE 10

RECIPROCAL CHANGES, ETC. IN RESPECT OF CASCADE COMMON SHARES

- 10.1 (a) Each holder of an Exchangeable Share acknowledges that the Support Agreement provides, in part, that Cascade will not without the prior approval of the Corporation and the prior approval of the holders of the Exchangeable Shares given in accordance with Section 9.3 of these share provisions:
- (i) issue or distribute Cascade Common Shares (or securities exchangeable for or convertible into Cascade Common Shares) to the holders of all or substantially all of the then outstanding Cascade Common Shares by way of stock dividend or other distribution, other than an issue of Cascade Common Shares (or securities exchangeable

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for or convertible into Cascade Common Shares) to holders of Cascade Common Shares (or securities exchangeable for or convertible into Cascade Common Shares) in lieu of receiving regular or ordinary cash dividends; or

(ii) issue or distribute rights, options or warrants to the holders of all or substantially all of the then outstanding Cascade Common Shares entitling them to subscribe for or to purchase Cascade Common Shares (or securities exchangeable for or convertible into Cascade Common Shares); or

(iii) issue or distribute to the holders of all or substantially all of the then outstanding Cascade Common Shares (A) shares or securities of Cascade of any class other than Cascade Common Shares (other than shares convertible into or exchangeable for Cascade Common Shares) or (B) rights, options or warrants other than those referred to in Section 10.1(a)(ii) above;

unless the economic equivalent on a per share basis of such rights, options, securities or shares is issued or distributed simultaneously to holders of the Exchangeable Shares.

(b) Each holder of an Exchangeable Share acknowledges that the Support Agreement further provides, in part, that Cascade will not without the prior approval of the Corporation and the prior approval of the holders of the Exchangeable Shares given in accordance with Section 9.3 of these share provisions:

(i) subdivide, redivide or change the then outstanding Cascade Common Shares into a greater number of Cascade Common Shares; or

(ii) reduce, combine or consolidate or change the then outstanding Cascade Common Shares into a lesser number of Cascade Common Shares; or

(iii) reclassify or otherwise change the Cascade Common Shares or effect an amalgamation, merger, reorganization or other transaction affecting the Cascade Common Shares;

unless the same or an economically equivalent change shall simultaneously be made to, or in the rights of the holders of, the Exchangeable Shares.

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ARTICLE 11**ACTIONS BY THE CORPORATION UNDER THE SUPPORT AGREEMENT**

11.1 The Corporation shall not propose, agree to or otherwise give effect to any amendment to the Support Agreement without the approval of the holders of the Exchangeable Shares given in accordance with Section 9.3 of these share provisions other than such amendments as may be necessary or advisable for the purposes of:

(a) adding to the covenants of the other party or parties to such agreement for the protection of the Corporation or the holders of Exchangeable Shares thereunder; or

(b) making such provisions or modifications not inconsistent with such agreement as may be necessary or desirable with respect to matters or questions arising thereunder which, in the opinion of the Board of Directors, it may be expedient to make, provided that the Board of Directors shall be of the opinion, after consultation with its counsel, that such provisions or modifications will not be prejudicial to the interests of the holders of the Exchangeable Shares; or

(c) making such changes in to such agreement which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained therein, provided that the Board of Directors shall be of the opinion, after consultation with such counsel, that such changes will not be prejudicial to the interests of the holders of the Exchangeable Shares.

ARTICLE 12**LEGEND**

12.1 The certificates evidencing the Exchangeable Shares shall contain or have affixed thereto a legend, in form and on terms approved by the Board of Directors, with respect to the Support Agreement, the Exchange Agreement and any restrictions of applicable securities law.

ARTICLE 13**NOTICES**

13.1 Any notice, request or other communication to be given to the Corporation by a holder of Exchangeable Shares shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by facsimile or by delivery to the registered office of the Corporation and addressed to the attention of the President. Any such notice, request or other communication, if given by mail, facsimile or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Corporation.

13.2 Any presentation and surrender by a holder of Exchangeable Shares to the Corporation of certificates represent Exchangeable Shares in connection with the liquidation, dissolution or winding up of the Corporation or the retraction or redemption of Exchangeable Shares shall be made by registered mail (postage prepaid) or by delivery to the registered office of the Corporation addressed to the attention of the President of the Corporation. Any such presentation and surrender of certificates shall only be deemed to have been made and to be effective upon actual receipt thereof by the Corporation. Any such presentation and surrender of certificates made by registered mail shall be at the sole risk of the holder mailing the same.

13.3 Any notice, request or other communication to be given to a holder of Exchangeable Shares by or on behalf of the Corporation shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by delivery to the address of the holder recorded in the securities register of the Corporation or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request or other communication, if given by mail, shall be deemed to have been given and received on the third Business Day following the date of mailing and, if given by delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares shall not invalidate or otherwise alter or affect any action or proceeding to be taken by the Corporation pursuant thereto.

ARTICLE 14**NOTICES**

14.1 The specified amount, for purposes of subsection 191(4) of the *Income Tax Act* (Canada), for the Exchangeable Shares shall be \$20.00 per share.

PROVISIONS ATTACHING TO COMMON SHARES

The Common Shares in the capital of the Corporation shall have the following rights, privileges, restrictions and conditions:

COMMON SHARES

1. Voting Rights

Each holder of Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the Corporation and to vote thereat, except meetings at which only holders of a specified class of shares (other than Common Shares) or specified series of shares are entitled to vote. At all meetings of which notice must be given to the holders of the Common Shares, each holder of Common Shares shall be entitled to one vote in respect of each Common Share held by him or her.

2. Dividends

The holders of the Common Shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive any dividend declared by the Corporation.

3. Rights on Dissolution

The holders of the Common Shares shall be entitled, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, to receive the remaining property of the Corporation on a liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows: L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes. 5

The right to transfer shares of the Corporation shall be restricted in that no transfer of any share of the Corporation shall be valid unless and until the board of directors by a resolution shall have approved the proposed transfer.

10. Other provisions (if any): Autres dispositions, s'il y a lieu

(a) The number of shareholders of the Corporation, exclusive of persons who are in the employment of the Corporation, is hereby limited to fifty (50), two (2) or more persons holding one (1) or more shares jointly being counted as a single shareholder; and

(b) Any invitation to the public to subscribe for any shares or securities of the Corporation is hereby prohibited.

11. The statements required by subsection 178(2) of the Business Corporations Act are attached as Schedule "A". Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les compagnies constituent l'annexe "A".

12. A copy of the amalgamation agreement or directors resolutions (as the case may be) is/are attached as Schedule "B". Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe "B".

These articles are signed in duplicate

Les présents statuts sont signés en double exemplaire

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers

Dénomination sociale des compagnies qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.

CASCADE (CANADA) INC.

By: [Signature]
Name:
Title: *Chm. P. Miller*

Asst. Secy & Treas.

INDUSTRIAL TIRES LIMITED

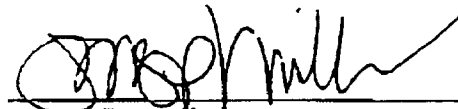
By: [Signature]
Name:
Title:

SCHEDULE "A"STATEMENT OF DIRECTOR OR OFFICER
CASCADE (CANADA) INC.

I, James P. Miller, of Beaverton, Oregon, in the United States of America, solemnly state that:

1. I am the Assistant Secretary and Treasurer of Cascade (Canada) Inc., one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are no reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be unable to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) any creditor of the Corporation will be prejudiced by the amalgamation.

DATED this 12th day of August, 1997.


James P. Miller

SCHEDULE "B"
CASCADE (CANADA) INC.
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

RESOLVED THAT:

1. The amalgamation of the Corporation and Industrial Tires Limited under the *Business Corporations Act* (Ontario), pursuant to subsection 177(1) thereof, is hereby approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of Industrial Tires Limited under its articles of amalgamation and of any act done thereunder, all shares of the authorized capital of Industrial Tires Limited, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of the Corporation.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of the Corporation.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is hereby authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing.

CERTIFIED to be a true and correct copy of a resolution passed by all the directors of Cascade (Canada) Inc. on August 12, 1997 which resolution is still in full force and effect.

DATED this 12th day of August, 1997.



Assistant Secretary

SCHEDULE "B"
INDUSTRIAL TIRES LIMITED
CERTIFIED RESOLUTION OF THE SOLE SHAREHOLDER

RESOLVED THAT:

- 1 The amalgamation of the Corporation and Cascade (Canada) Inc. under the *Business Corporations Act* (Ontario), pursuant to subsection 177(1) thereof, is hereby approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of the Corporation under its articles of amalgamation and of any act done thereunder, all shares of the capital of the Corporation, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of Cascade (Canada) Inc.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of Cascade (Canada) Inc.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is hereby authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing.

CERTIFIED to be a true and correct copy of a resolution passed by the sole shareholder of Industrial Tires Limited on August 12, 1997 which resolution is still in full force and effect.

DATED this 12th day of August, 1997.

CASCADE (CANADA) INC.

By: 