

03-16-2001



101637564

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

New **2-27-01**

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

09 27 1997

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name SHL Systemhouse Incorporated
Execution Date
Month Day Year
 09 27 1997

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other a Canadian Corp.

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name SHL SYSTEMHOUSE CO.

DBA/AKA/TA

Composed of

Address (line 1) 50 O'Connor Street

Address (line 2) Suite 501

Address (line 3) Ottawa Ontario

City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Nova Scotia

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

03/16/2001 610N11 00000084 050765 74588440

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 225.00 CH

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

TRADEMARK
REEL: 002253 FRAME: 0285

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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)

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**RECORDATION FORM COVER SHEET
CONTINUATION
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FORM PTO-1618C
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Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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Corporation Association

Other

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

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)

<input type="text" value="74/588,440"/>	<input type="text" value="75/050,511"/>	<input type="text"/>
<input type="text" value="75/088,945"/>	<input type="text" value="74/467,399"/>	<input type="text"/>
<input type="text" value="74/374,308"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,945,950"/>	<input type="text" value="2,009,975"/>	<input type="text"/>
<input type="text" value="1,947,104"/>	<input type="text" value="1,532,783"/>	<input type="text"/>
<input type="text" value="1,986,367"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

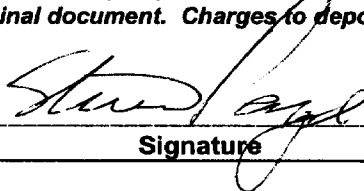
No

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.

Steven L. Page

Name of Person Signing



Signature

2/27/01

Date Signed


NOTARIAL COPY

The Undersigned, Diana Masiero, hereby certifies that the attached is a true and complete copy of the following documents:

1. Certificate and Articles of Continuance dated the 16th day of September, 1997;
2. Certificate and Articles of Amalgamated dated the 27th day of September, 1997;
3. Certificate and Articles of Amendment dated the 22nd day of April, 1999;
4. Certificate and Articles of Continuance dated the 22nd day of April, 1999;
5. Certificate and Articles of Amalgamation dated the 22nd day of April, 1999;
6. Certificate and Articles of Amendment dated the 10th day of November, 1999; and
7. Certificate and Articles of Continuance dated the 1st day of April, 2000,

and that the said documents remain in full force and effect unamended as of the date hereof.

Dated this 15th day of January, 2001.



Diana Masiero

No. 3012434



Nova Scotia

I hereby Certify that

SHL SYSTEMHOUSE INC., a subsisting company amalgamated under the laws of New Brunswick, has satisfied the Registrar that the provisions of Section 133 of the Nova Scotia Companies Act, R.S.N.S., 1989, and any amendments thereto, have been complied with.

I FURTHER CERTIFY that the aforementioned company is hereby continued in the province of Nova Scotia under the name of SHL SYSTEMHOUSE INCORPORATED effective the sixteenth day of September, 1997.

*GIVEN under my hand and seal of office at the City
of Halifax, in the Province of Nova Scotia, this
- sixteenth - day of - September -
one thousand nine hundred and ninety-seven.*

A handwritten signature in cursive script that reads 'N M Thomas'.

DEPUTY REGISTRAR OF JOINT STOCK COMPANIES

SCHEDULE A

MEMORANDUM OF ASSOCIATION

OF

SHL SYSTEMHOUSE INCORPORATED

1. The name of the Company is SHL Systemhouse Incorporated
2. There are no restrictions on the objects and powers of the Company and the Company shall expressly have the following powers:
 - (a) To sell or dispose of its undertaking, or a substantial part thereof;
 - (b) To distribute any of its property *in specie* among its members; and
 - (c) To amalgamate with any company or other body of persons.
3. The liability of the members is limited.
4. The capital of the Company is 100,000 common shares without nominal or par value and 1,500,000,000 preferred shares having the rights, restrictions, conditions and limitations set out in Appendix 1 hereto, with power to divide the shares in the capital for the time being into several classes and to attach thereto respectively any preferred, deferred or qualified rights, privileges or conditions, including restrictions on voting rights and including redemption and purchase of such shares, subject, however, to the provisions of the *Companies Act* of Nova Scotia.

SHL SYSTEMHOUSE INCORPORATED
(the "Corporation")

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 such holder.

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. Liquidation, Dissolution of Winding-Up

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.

PREFERENCE SHARES

1. Ranking

The Preference Shares shall rank senior to any other shares of the Corporation with respect to the payment of dividends and repayment of capital.

2. Dividends

The holder of the Preference Shares shall be entitled to receive as and when declared by the directors out of the moneys of the Corporation properly applicable to the payment of dividends fixed preferential non-cumulative dividends at a rate determined by the directors

from time to time in their absolute discretion, such dividends not to exceed eight percent (8%) of the Redemption Amount (as hereinafter defined) per annum per share and no more.

3. **Non-Voting Rights**

Except as otherwise provided in the *Companies Act* (the "Act"), the holders of the Preference Shares shall not be entitled to receive notice of, or to attend or to vote at any meeting of the shareholders of the Corporation.

4. **Liquidation, Dissolution or Winding-Up**

In the event of the liquidation, dissolution or winding-up of the Corporation whether voluntary or involuntary, the holders of the Preference Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other class of shares of the Corporation ranking junior to the Preference Shares, an amount equal to the Redemption Price (as hereinafter defined).

5. **Redemption at the Option of the Corporation**

Subject to the Act, the Corporation shall, at its option, be entitled to redeem at any time or times all or any part of the Preference Shares registered in the name of any holder of any such Preference Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder specifying:

- (a) that the corporation desires to redeem all or any part of the Preference Shares registered in the name of such holder; and
- (b) if part only of the Preference Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and
- (c) the business day (in this paragraph referred to as the "redemption date") on which the Corporation desires to redeem such Preference Shares. Such notice shall specify a redemption date which shall not be less than thirty (30) days after the date on which the notice is given by the Corporation or such shorter period of time as the Corporation and the holder of any such Preference Shares may agree; and
- (d) the place of redemption.

The Corporation shall, on the redemption date, redeem such Preference Shares by paying to such holder an amount equal to the Redemption Price on presentation and surrender of the

certificate(s) for the Preference Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque payable in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price, is not made on the redemption date, or on presentation and surrender of the certificate(s) for the Preference Shares so called for redemption, whichever is later in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of such Preference Shares are to be redeemed the Preference Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Preference Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. **Redemption at the Option of the Holder**

(a) Subject to the Act, a holder of any Preference Shares shall be entitled to require the Corporation to redeem at any time or times any Preference Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Preference Shares which the holder desires to have the Corporation redeem together with a request in writing (in this paragraph referred to as a "redemption demand") specifying:

- (i) that the holder desires to have the Preference Shares represented by such certificate redeemed by the Corporation; and
- (ii) the business day (in this paragraph referred to as the "redemption date") on which the holder desires to have the Corporation redeem such Preference Shares. The redemption demand shall specify a redemption date which shall not be less than thirty (30) days after the date on which the redemption demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.

The Corporation shall, on such redemption date, subject to paragraph 6(b) below, redeem all Preference Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price therefor on presentation and surrender of the certificate(s) for the Preference Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Preference Shares shall thereupon be cancelled and the

Preference Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date, such Preference Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price is not made on the redemption date, in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

7. **Partial Redemption**

If less than all Preference Shares represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Preference Shares which have not been redeemed.

8. **Definitions**

With respect to the Preference Shares, the following terms shall have the meaning ascribed to it below:

- (i) "Redemption Amount" in respect of each Preference Share means Cdn. \$1.00;
- (ii) "Redemption Price" in respect of each Preference Share means the Redemption Amount together with all dividends declared thereon and unpaid to the date of liquidation, dissolution or winding up of the Corporation or date of redemption of such Preference Share, as the case may be.

ARTICLES OF ASSOCIATION
OF
SHL SYSTEMHOUSE INCORPORATED

INTERPRETATION

1. In these Articles, unless there be something in the subject or context inconsistent therewith:
- (1) "Act" means the Companies Act (Nova Scotia);
 - (2) "Articles" means these Articles of Association of the Company and all amendments hereto;
 - (3) "Company" means the company named above;
 - (4) "director" means a director of the Company;
 - (5) "Memorandum" means the Memorandum of Association of the Company and all amendments thereto;
 - (6) "month" means calendar month;
 - (7) "Office" means the registered office of the Company;
 - (8) "person" includes a body corporate;
 - (9) "proxyholder" includes an alternate proxyholder;
 - (10) "Register" means the register of members kept pursuant to the Act, and where the context permits includes a branch register of members;
 - (11) "Registrar" means the Registrar as defined in the Act;
 - (12) "Secretary" includes any person appointed to perform the duties of the Secretary temporarily;
 - (13) "shareholder" means member as that term is used in the Act in connection with a company limited by shares;
 - (14) "special resolution" has the meaning assigned by the Act;

- (15) "in writing" and "written" includes printing, lithography and other modes of representing or reproducing words in visible form;
- (16) words importing number or gender include all numbers and genders unless the context otherwise requires;
2. The regulations in Table A in the First Schedule to the Act shall not apply to the Company.
3. The directors may enter into and carry into effect or adopt and carry into effect any agreement made by the promoters of the Company on behalf of the Company and may agree to any modification in the terms of any such agreement, either before or after its execution.
4. The directors may, out of the funds of the Company, pay all expenses incurred for the continuance and reorganization of the Company.

SHARES

5. The directors shall control the shares and, subject to the provisions of these Articles, may allot or otherwise dispose of them to such person at such times, on such terms and conditions and, if the shares have a par value, either at a premium or at par, as they think fit.
6. The directors may pay on behalf of the Company a reasonable commission to any person in consideration of subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company. Subject to the Act, the commission may be paid or satisfied in shares of the Company.
7. On the issue of shares the Company may arrange among the holders thereof differences in the calls to be paid and in the times for their payment.
8. If the whole or part of the allotment price of any shares is, by the conditions of their allotment, payable in instalments, every such instalment shall, when due, be payable to the Company by the person who is at such time the registered holder of the shares.
9. Shares may be registered in the names of joint holders not exceeding three in number.
10. Joint holders of a share shall be jointly and severally liable for the payment of all instalments and calls due in respect of such share. On the death of one or more joint holders of shares the survivor or survivors of them shall alone be recognized by the Company as the registered holder or holders of the shares.

11. Save as herein otherwise provided, the Company may treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction or required by statute, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.
12. The Company is a private company, and:
 - (1) no transfer of any share or prescribed security of the Company shall be effective unless or until approved by (i) the directors, or (ii) the shareholders;
 - (2) the number of holders of issued and outstanding prescribed securities or shares of the Company, exclusive of persons who are in the employment of the Company or in the employment of an affiliate of the Company and exclusive of persons who, having been formerly in the employment of the Company or the employment of an affiliate of the Company, were, while in that employment, and have continued after termination of that employment, to own at least one prescribed security or share of the Company, shall not exceed 50 in number, two or more persons or companies who are the joint registered owners of one or more prescribed securities or shares being counted as one holder; and
 - (3) the Company shall not invite the public to subscribe for any of its securities.

In this Article, "private company" and "securities" have the meanings ascribed to those terms in the Securities Act (Nova Scotia), and "prescribed security" means any of the securities prescribed by the Nova Scotia Securities Commission from time to time for the purpose of the definition of "private company" in the Securities Act (Nova Scotia).

CERTIFICATES

13. Certificates of title to shares shall comply with the Act and may otherwise be in such form as the directors may from time to time determine. Unless the directors otherwise determine, every certificate of title to shares shall be signed manually by at least one of the Chairman, President, Secretary, Treasurer, a vice-president, an assistant secretary, any other officer of the Company or any director of the Company or by or on behalf of a share registrar transfer agent or branch transfer agent appointed by the Company or by any other person whom the directors may designate. When signatures of more than one person appear on a certificate all but one may be printed or otherwise mechanically reproduced. All such certificates when signed as provided in this Article shall be valid and binding upon the Company. If a certificate contains a printed or mechanically reproduced signature of a person, the Company may issue the certificate, notwithstanding that the person has ceased to be a director or an officer of the Company and the certificate is as valid as if such person were a director or an officer at the date of its issue. Any certificate representing shares of a class publicly traded on any stock

exchange shall be valid and binding on the Company if it complies with the rules of such exchange whether or not it otherwise complies with this Article.

14. Except as the directors may determine, each shareholder's shares may be evidenced by any number of certificates so long as the aggregate of the shares stipulated in such certificates equals the aggregate registered in the name of the shareholder.
15. Where shares are registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate or set of certificates, and such certificate or set of certificates shall be delivered to the person first named on the Register.
16. Any certificate that has become worn, damaged or defaced may, upon its surrender to the directors, be cancelled and replaced by a new certificate. Any certificate that has become lost or destroyed may be replaced by a new certificate upon proof of such loss or destruction to the satisfaction of the directors and the furnishing to the Company of such undertakings of indemnity as the directors deem adequate.
17. The sum of one dollar or such other sum as the directors from time to time determine shall be paid to the Company for every certificate other than the first certificate issued to any holder in respect of any share or shares.
18. The directors may cause one or more branch Registers of shareholders to be kept in any place or places, whether inside or outside of Nova Scotia.

CALLS

19. The directors may make such calls upon the shareholders in respect of all amounts unpaid on the shares held by them respectively and not made payable at fixed times by the conditions on which such shares were allotted, and each shareholder shall pay the amount of every call so made to the person and at the times and places appointed by the directors. A call may be made payable by instalments.
20. A call shall be deemed to have been made at the time when the resolution of the directors authorizing such call was passed.
21. At least 14 days' notice of any call shall be given, and such notice shall specify the time and place at which and the person to whom such call shall be paid.
22. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call has been made or the instalment is due shall pay interest on such call or instalment at the rate of 9% per year or such other rate of interest as the directors

may determine from the day appointed for the payment thereof up to the time of actual payment.

23. At the trial or hearing of any action for the recovery of any amount due for any call, it shall be sufficient to prove that the name of the shareholder sued is entered on the Register as the holder or one of the holders of the share or shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that such notice of such call was duly given to the shareholder sued in pursuance of these Articles. It shall not be necessary to prove the appointment of the directors who made such call or any other matters whatsoever and the proof of the matters stipulated shall be conclusive evidence of the debt.
24. The directors may receive from any shareholder willing to advance it all or any part of the amount due upon shares held by such shareholder beyond the sums called for; and upon the amount so paid or satisfied in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate or permit such participation in profits upon the amount so paid or satisfied in advance as the shareholder paying such sum in advance and the directors agree.

FORFEITURE OF SHARES

25. If any shareholder fails to pay any call or instalment on or before the day appointed for payment, the directors may at any time thereafter while the call or instalment remains unpaid serve a notice on such shareholder requiring payment thereof together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
26. The notice shall name a day (not being less than 14 days after the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses are to be paid. The notice shall also state that, in the event of non-payment on or before the day and at the place or one of the places so named, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
27. If the requirements of any such notice are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
28. When any share has been so forfeited, notice of the resolution shall be given to the shareholder in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall be made in the Register.

29. Any share so forfeited shall be deemed the property of the Company and the directors may sell, re-allot or otherwise dispose of it in such manner as they think fit.
30. The directors may at any time before any share so forfeited has been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
31. Any shareholder whose shares have been forfeited shall nevertheless be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon at the rate of 9% per year or such other rate of interest as the directors may determine from the time of forfeiture until payment. The directors may enforce such payment if they think fit, but are under no obligation to do so.
32. A certificate signed by the Secretary stating that a share has been duly forfeited on a specified date in pursuance of these Articles and the time when it was forfeited shall be conclusive evidence of the facts therein stated as against any person who would have been entitled to the share but for such forfeiture.

LIEN ON SHARES

33. The Company shall have a first and paramount lien upon all shares (other than fully paid-up shares) registered in the name of a shareholder (whether solely or jointly with others) and upon the proceeds from the sale thereof for debts, liabilities and other engagements of the shareholder, solely or jointly with any other person, to or with the Company, whether or not the period for the payment, fulfilment or discharge thereof has actually arrived, and such lien shall extend to all dividends declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of any lien of the Company on such shares.
34. For the purpose of enforcing such lien the directors may sell the shares subject to it in such manner as they think fit, but no sale shall be made until the period for the payment, fulfilment or discharge of such debts, liabilities or other engagements has arrived, and until notice in writing of the intention to sell has been given to such shareholder or the shareholder's executors or administrators and default has been made by them in such payment, fulfilment or discharge for seven days after such notice.
35. The net proceeds of any such sale after the payment of all costs shall be applied in or towards the satisfaction of such debts, liabilities or engagements and the residue, if any, paid to such shareholder.

VALIDITY OF SALES

36. Upon any sale after forfeiture or to enforce a lien in purported exercise of the powers given by these Articles the directors may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after the purchaser's name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER OF SHARES

37. The instrument of transfer of any share in the Company shall be signed by the transferor. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof and shall be entitled to receive any dividend declared thereon before the registration of the transfer.
38. The instrument of transfer of any share shall be in writing in the following form or to the following effect:

For value received, _____ hereby sell, assign, and transfer unto _____, _____ shares in the capital of the Company represented by the within certificate, and do hereby irrevocably constitute and appoint _____ attorney to transfer such shares on the books of the Company with full power of substitution in the premises.

Dated the ___ day of _____ 19__

Witness:

39. The directors may, without assigning any reason therefor, decline to register any transfer of shares
- (1) not fully paid-up or upon which the Company has a lien, or
 - (2) the transfer of which is restricted by any agreement to which the Company is a party.
40. Every instrument of transfer shall be left for registration at the Office of the Company, or at any office of its transfer agent where a Register is maintained, together with the certificate of the shares to be transferred and such other evidence as the Company may require to prove title to or the right to transfer the shares.

41. The directors may require that a fee determined by them be paid before or after registration of any transfer.
42. Every instrument of transfer shall, after its registration, remain in the custody of the Company. Any instrument of transfer that the directors decline to register shall, except in case of fraud, be returned to the person who deposited it.

TRANSMISSION OF SHARES

43. The executors or administrators of a deceased shareholder (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such shareholder. When a share is registered in the names of two or more joint holders, the survivor or survivors or the executors or administrators of the deceased survivor, shall be the only persons recognized by the Company as having any title to, or interest in, such share.
44. Notwithstanding anything in these Articles, if the Company has only one shareholder (not being one of several joint holders) and that shareholder dies, the executors or administrators of the deceased shareholder shall be entitled to register themselves in the Register as the holders of the shares registered in the name of the deceased shareholder whereupon they shall have all the rights given by these Articles and by law to shareholders.
45. Any person entitled to shares upon the death or bankruptcy of any shareholder or in any way other than by allotment or transfer, upon producing such evidence of entitlement as the directors require, may be registered as a shareholder in respect of such shares, or may, without being registered, transfer such shares subject to the provisions of these Articles respecting the transfer of shares. The directors shall have the same right to refuse registration as if the transferee were named in an ordinary transfer presented for registration.

SURRENDER OF SHARES

46. The directors may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof. Any share so surrendered may be disposed of in the same manner as a forfeited share.

SHARE WARRANT

47. The Company, with respect to any fully paid-up shares, may issue warrants ("Share Warrants") stating that the bearer is entitled to the shares therein specified, and may provide, by coupons or otherwise, for the payment of future dividends on the shares included in the Share Warrants.

48. The directors may determine and vary the conditions upon which Share Warrants will be issued and, without limiting the generality of the foregoing, may determine the conditions upon which

- (1) a new Share Warrant or coupon will be issued in the place of one worn out, defaced, lost or destroyed, or
- (2) the bearer of a Share Warrant will be entitled to attend and vote at general meetings, or
- (3) a Share Warrant may be surrendered and the name of the bearer entered in the Register in respect of the shares therein specified.

Subject to such conditions and to these Articles the bearer of a Share Warrant shall be a shareholder to the full extent. The bearer of a Share Warrant shall be subject to the conditions for the time being in force, whether made before or after the issue of the Share Warrant.

INCREASE AND REDUCTION OF CAPITAL

49. Subject to the Act, the Company may by resolution of its shareholders increase its share capital by the creation of new shares of such amount as it thinks expedient.

50. Subject to the Act, the new shares may be issued upon such terms and conditions and with such rights, privileges, limitations, restrictions and conditions attached thereto as the Company by resolution of its shareholders determines or, if no direction is given, as the directors determine.

51. The Company by resolution of its shareholders may, before the issue of any new shares, determine that such shares or any of them shall be offered in the first instance to all the then shareholders or to the holders of any class or series of shares in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of such shares. In default of any such determination or to the extent that it does not apply, the directors shall control the new shares.

52. Except as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

53. The Company may, by special resolution where required, reduce its share capital in any way and with and subject to any incident authorized and consent required by law.

ALTERATION OF CAPITAL

54. Subject to the Act, the Company may by resolution of its shareholders:

- (1) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (2) convert all or any of its paid-up shares into stock and reconvert that stock into paid-up shares of any denomination;
- (3) exchange shares of one denomination for another; or
- (4) cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

55. Subject to the Act, the Company may by special resolution:

- (1) subdivide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum, so, however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived and the special resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise, over, or as compared with, the others or other;
- (2) convert any part of its issued or unissued share capital into preference shares redeemable or purchasable by the Company;
- (3) provide for the issue of shares without any nominal or par value provided that, upon any such issue, a declaration executed by the Secretary must be filed with the Registrar stating the number of shares issued and the amount received therefor;
- (4) convert all or any of its previously authorized, unissued or issued, fully paid-up shares, other than preferred shares, with nominal or par value into the same number of shares without any nominal or par value, and reduce, maintain or increase accordingly its liability on any of its shares so converted; provided that the power to reduce its liability on any of its shares so converted may, where it results in a reduction of capital, only be exercised subject to confirmation by the court as provided by the Act; or

- (5) convert all or any of its previously authorized, unissued or issued, fully paid-up shares without nominal or par value into the same or a different number of shares with nominal or par value, and for such purpose the shares issued without nominal or par value and replaced by shares with a nominal or par value shall be considered as fully paid, but their aggregate par value shall not exceed the value of the net assets of the Company as represented by the shares without par value issued before the conversion.
56. Subject to the Act and any provisions attached to such shares, the Company may redeem, purchase or acquire any of its shares and the directors may determine the manner and the terms for redeeming, purchasing or acquiring such shares and may provide a sinking fund on such terms as they think fit for the redemption, purchase or acquisition of shares of any class or series.

INTEREST ON SHARE CAPITAL

57. The Company may pay interest at a rate not exceeding 6% per year on share capital issued and paid-up for the purpose of raising funds to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be operated profitably for a lengthy period of time. Such interest may be paid for such period and may be charged to capital as part of the cost of construction of the work or building or of the provision of the plant. The payment of the interest shall not operate to reduce the amount paid-up on the shares in respect of which it is paid. The accounts of the Company shall show full particulars of the payment during the period to which the accounts relate.

CLASSES AND SERIES OF SHARES

58. Subject to the Act and the Memorandum, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred or other special rights, or with such restrictions, whether in regard to dividends, voting, return of share capital or otherwise, as the Company may from time to time determine by special resolution.

MEETINGS AND VOTING BY CLASS OR SERIES

59. Where the holders of shares of a class or series have, under the Act, the Memorandum, the terms or conditions attaching to such shares or otherwise, the right to vote separately as a class in respect of any matter then, except as provided in the Act, the Memorandum, these Articles or such terms or conditions, all the provisions in these Articles concerning general meetings (including, without limitation, provisions respecting notice, quorum and procedure) shall, mutatis mutandis, apply to every meeting of holders of such class or series of shares convened for the purpose of such vote.

60. Unless the rights, privileges, terms or conditions attached to a class or series of shares provide otherwise, such class or series of shares shall not have the right to vote separately as a class or series upon an amendment to the Memorandum or Articles to:
- (1) increase or decrease any maximum number of authorized shares of such class or series, or increase any maximum number of authorized shares of a class or series having rights or privileges equal or superior to the shares of such class or series;
 - (2) effect an exchange, reclassification or cancellation of all or part of the shares of such class or series; or
 - (3) create a new class or series of shares equal or superior to the shares of such class or series.

BORROWING POWERS

61. The directors on behalf of the Company may:
- (1) raise or borrow money for the purposes of the Company or any of them;
 - (2) secure, subject to the sanction of a special resolution where required by the Act, the repayment of funds so raised or borrowed in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the execution and delivery of mortgages of the Company's real or personal property, or by the issue of bonds, debentures or other securities of the Company secured by mortgage or other charge upon all or any part of the property of the Company, both present and future including its uncalled capital for the time being;
 - (3) sign or endorse bills, notes, acceptances, cheques, contracts, and other evidence of or securities for funds borrowed or to be borrowed for the purposes aforesaid;
 - (4) pledge debentures as security for loans;
 - (5) guarantee obligations of any person.
62. Bonds, debentures and other securities may be made assignable, free from any equities between the Company and the person to whom such securities were issued.
63. Any bonds, debentures and other securities may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and other matters.

GENERAL MEETINGS

64. Ordinary general meetings of the Company shall be held at least once in every calendar year at such time and place as may be determined by the directors and not later than 15 months after the preceding ordinary general meeting. All other meetings of the Company shall be called special general meetings. Ordinary or special general meetings may be held either within or without the Province of Nova Scotia.
65. The President, a vice-president or the directors may at any time convene a special general meeting, and the directors, upon the requisition of shareholders in accordance with the Act shall forthwith proceed to convene such meeting or meetings to be held at such time and place or times and places as the directors determine.
66. The requisition shall state the objects of the meeting requested, be signed by the requisitionists and deposited at the Office of the Company. It may consist of several documents in like form each signed by one or more of the requisitionists.
67. At least seven clear days' notice, or such longer period of notice as may be required by the Act, of every general meeting, specifying the place, day and hour of the meeting and, when special business is to be considered, the general nature of such business, shall be given to the shareholders entitled to be present at such meeting by notice given as permitted by these Articles. With the consent in writing of all the shareholders entitled to vote at such meeting, a meeting may be convened by a shorter notice and in any manner they think fit, or notice of the time, place and purpose of the meeting may be waived by all of the shareholders.
68. When it is proposed to pass a special resolution, the two meetings may be convened by the same notice, and it shall be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.
69. The accidental omission to give notice to a shareholder, or non-receipt of notice by a shareholder, shall not invalidate any resolution passed at any general meeting.

RECORD DATES

70. (1) The directors may fix in advance a date as the record date for the determination of shareholders
- (a) entitled to receive payment of a dividend or entitled to receive any distribution;
 - (b) entitled to receive notice of a meeting; or
 - (c) for any other purpose.

- (2) If no record date is fixed, the record date for the determination of shareholders
- (a) entitled to receive notice of a meeting shall be the day immediately preceding the day on which the notice is given, or, if no notice is given, the day on which the meeting is held; and
 - (b) for any other purpose shall be the day on which the directors pass the resolution relating to the particular purpose.

PROCEEDINGS AT GENERAL MEETINGS

71. The business of an ordinary general meeting shall be to receive and consider the financial statements of the Company and the report of the directors and the report, if any, of the auditors, to elect directors in the place of those retiring and to transact any other business which under these Articles ought to be transacted at an ordinary general meeting.
72. No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business. A corporate shareholder of the Company that has a duly authorized agent or representative present at any such meeting shall for the purpose of this Article be deemed to be personally present at such meeting.
73. One person, being a shareholder, proxyholder or representative of a corporate shareholder, present and entitled to vote shall constitute a quorum for a general meeting, and may hold a meeting.
74. The Chairman shall be entitled to take the chair at every general meeting or, if there be no Chairman, or if the Chairman is not present within fifteen 15 minutes after the time appointed for holding the meeting, the President or, failing the President, a vice-president shall be entitled to take the chair. If the Chairman, the President or a vice-president is not present within 15 minutes after the time appointed for holding the meeting or if all such persons present decline to take the chair, the shareholders present entitled to vote at the meeting shall choose another director as chairman and if no director is present or if all the directors present decline to take the chair, then such shareholders shall choose one of their number to be chairman.
75. If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if it was convened pursuant to a requisition of shareholders, shall be dissolved; if it was convened in any other way, it shall stand adjourned to the same day, in the next week, at the same time and place. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall be a quorum and may hold the meeting.

76. Subject to the Act, at any general meeting a resolution put to the meeting shall be decided by a show of hands unless, either before or on the declaration of the result of the show of hands, a poll is demanded by the chairman, a shareholder or a proxyholder; and unless a poll is so demanded, a declaration by the chairman that the resolution has been carried, carried by a particular majority, lost or not carried by a particular majority and an entry to that effect in the Company's book of proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.
77. When a poll is demanded, it shall be taken in such manner and at such time and place as the chairman directs, and either at once or after an interval or adjournment or otherwise. The result of the poll shall be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. When any dispute occurs over the admission or rejection of a vote, it shall be resolved by the chairman and such determination made in good faith shall be final and conclusive.
78. The chairman shall not have a casting vote in addition to any vote or votes that the Chairman has as a shareholder.
79. The chairman of a general meeting may with the consent of the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting that was adjourned.
80. Any poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith without adjournment.
81. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF SHAREHOLDERS

82. Subject to the Act and to any provisions attached to any class or series of shares concerning voting rights
- (1) on a show of hands every shareholder present in person, every duly authorized representative of a corporate shareholder, and, if not prevented from voting by the Act, every proxyholder, shall have one vote; and
 - (2) on a poll every shareholder present in person, every duly authorized representative of a corporate shareholder, and every proxyholder, shall have one vote for every share held;

whether or not such representative or proxyholder is a shareholder.

83. Any person entitled to transfer shares upon the death or bankruptcy of any shareholder or in any way other than by allotment or transfer may vote at any general meeting in respect thereof in the same manner as if such person were the registered holder of such shares so long as the directors are satisfied at least 48 hours before the time of holding the meeting of such person's right to transfer such shares.
84. Where there are joint registered holders of any share, any of such holders may vote such share at any meeting, either personally or by proxy, as if solely entitled to it. If more than one joint holder is present at any meeting, personally or by proxy, the one whose name stands first on the Register in respect of such share shall alone be entitled to vote it. Several executors or administrators of a deceased shareholder in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.
85. Votes may be cast either personally or by proxy or, in the case of a corporate shareholder by a representative duly authorized under the Act.
86. A proxy shall be in writing and executed in the manner provided in the Act. A proxy or other authority of a corporate shareholder does not require its seal. Holders of Share Warrants shall not be entitled to vote by proxy in respect of the shares included in such warrants unless otherwise expressed in such warrants.
87. A shareholder of unsound mind in respect of whom an order has been made by any court of competent jurisdiction may vote by guardian or other person in the nature of a guardian appointed by that court, and any such guardian or other person may vote by proxy.
88. A proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Company or at such other place as the directors may direct. The directors may, by resolution, fix a time not exceeding 48 hours excluding Saturdays and holidays preceding any meeting or adjourned meeting before which time proxies to be used at that meeting must be deposited with the Company at its Office or with an agent of the Company. Notice of the requirement for depositing proxies shall be given in the notice calling the meeting. The chairman of the meeting shall determine all questions as to validity of proxies and other instruments of authority.
89. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal, the revocation of the proxy, or the transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer is received at the Office of the Company before the meeting or by the chairman of the meeting before the vote is given.

90. Every form of proxy shall comply with the Act and its regulations and subject thereto may be in the following form:

I, _____ of _____
 being a shareholder of _____ hereby
 appoint _____ of _____
 (or failing him/her _____ of _____)
 as my proxyholder to attend and to vote for me and on my
 behalf at the ordinary/special general meeting of the
 Company, to be held on the _____ day of _____ and at any
 adjournment thereof, or at any meeting of the Company
 which may be held prior to [insert specified date or event].

[If the proxy is solicited by or behalf of the management of the Company, insert a statement to that effect.]

Dated this ____ day of _____ .

 Shareholder

91. Subject to the Act, no shareholder shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting or be reckoned in a quorum while any call is due and payable to the Company in respect of any of the shares of such shareholder.
92. Any resolution passed by the directors, notice of which has been given to the shareholders in the manner in which notices are hereinafter directed to be given and which is, within one month after it has been passed, ratified and confirmed in writing by shareholders entitled on a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a general meeting. This Article shall not apply to a resolution for winding up the Company or to a resolution dealing with any matter that by statute or these Articles ought to be dealt with by a special resolution or other method prescribed by statute.
93. A resolution, including a special resolution, in writing and signed by every shareholder who would be entitled to vote on the resolution at a meeting is as valid as if it were passed by such shareholders at a meeting and satisfies all of the requirements of the Act respecting meetings of shareholders.

DIRECTORS

94. Unless otherwise determined by resolution of shareholders, the number of directors shall not be less than one or more than ten.
95. Notwithstanding anything herein contained the directors of the Company on the date of its continuance shall continue to be the directors of the Company until their successors are appointed or they otherwise cease to be directors in accordance with these Articles.
96. The directors may be paid out of the funds of the Company as remuneration for their service such sums, if any, as the Company may by resolution of its shareholders determine, and such remuneration shall be divided among them in such proportions and manner as the directors determine. The directors may also be paid their reasonable travelling, hotel and other expenses incurred in attending meetings of directors and otherwise in the execution of their duties as directors.
97. The continuing directors may act notwithstanding any vacancy in their body, but if their number falls below the minimum permitted, the directors shall not, except in emergencies or for the purpose of filling vacancies, act so long as their number is below the minimum.
98. A director may, in conjunction with the office of director, and on such terms as to remuneration and otherwise as the directors arrange or determine, hold any other office or place of profit under the Company or under any company in which the Company is a shareholder or is otherwise interested.
99. The office of a director shall *ipso facto* be vacated, if the director:
- (1) becomes bankrupt or makes an assignment for the benefit of creditors;
 - (2) is, or is found by a court of competent jurisdiction to be, of unsound mind;
 - (3) by notice in writing to the Company, resigns the office of director; or
 - (4) is removed in the manner provided by these Articles.
100. No director shall be disqualified by holding the office of director from contracting with the Company, either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into or proposed to be entered into by or on behalf of the Company in which any director is in any way interested, either directly or indirectly, be avoided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relations thereby established, provided the director makes a declaration or gives a

general notice in accordance with the Act. No director shall, as a director, vote in respect of any contract or arrangement in which the director is so interested, and if the director does so vote, such vote shall not be counted. This prohibition may at any time or times be suspended or relaxed to any extent by a resolution of the shareholders and shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security for advances or by way of indemnity.

ELECTION OF DIRECTORS

101. At the dissolution of every ordinary general meeting at which their successors are elected, all the directors shall retire from office and be succeeded by the directors elected at such meeting. Retiring directors shall be eligible for re-election.
102. If at any ordinary general meeting at which an election of directors ought to take place no such election takes place, or if no ordinary general meeting is held in any year or period of years, the retiring directors shall continue in office until their successors are elected.
103. The Company may by resolution of its shareholders elect any number of directors permitted by these Articles and may determine or alter their qualification.
104. The Company may, by special resolution or in any other manner permitted by statute, remove any director before the expiration of such director's period of office and may, if desired, appoint a replacement to hold office during such time only as the director so removed would have held office.
105. The directors may appoint any other person as a director so long as the total number of directors does not at any time exceed the maximum number permitted. No such appointment, except to fill a casual vacancy, shall be effective unless two-thirds of the directors concur in it. Any casual vacancy occurring among the directors may be filled by the directors, but any person so chosen shall retain office only so long as the vacating director would have retained it if the vacating director had continued as director.

MANAGING DIRECTOR

106. The directors may appoint one or more of their body to be managing directors of the Company, either for a fixed term or otherwise, and may remove or dismiss them from office and appoint replacements.
107. Subject to the provisions of any contract between a managing director and the Company, a managing director shall be subject to the same provisions as to resignation and removal as the other directors of the Company. A managing director who for any

reason ceases to hold the office of director shall ipso facto immediately cease to be a managing director.

108. The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of any or all of salary, commission and participation in profits.
109. The directors may from time to time entrust to and confer upon a managing director such of the powers exercisable under these Articles by the directors as they think fit, and may confer such powers for such time, and to be exercised for such objects and purposes and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

CHAIRMAN OF THE BOARD

110. The directors may elect one of their number to be Chairman and may determine the period during which the Chairman is to hold office. The Chairman shall perform such duties and receive such special remuneration as the directors may provide.

PRESIDENT AND VICE-PRESIDENTS

111. The directors shall elect the President of the Company, who need not be a director, and may determine the period for which the President is to hold office. The President shall have general supervision of the business of the Company and shall perform such duties as may be assigned from time to time by the directors.
112. The directors may also elect vice-presidents, who need not be directors, and may determine the periods for which they are to hold office. A vice-president shall, at the request of the President or the directors and subject to the directions of the directors, perform the duties of the President during the absence, illness or incapacity of the President, and shall also perform such duties as may be assigned by the President or the directors.

SECRETARY AND TREASURER

113. The directors shall appoint a Secretary of the Company to keep minutes of shareholders' and directors' meetings and perform such other duties as may be assigned by the directors. The directors may also appoint a temporary substitute for the Secretary who shall, for the purposes of these Articles, be deemed to be the Secretary.
114. The directors may appoint a treasurer of the Company to carry out such duties as the directors may assign.

OFFICERS

115. The directors may elect or appoint such other officers of the Company, having such powers and duties, as they think fit.
116. If the directors so decide the same person may hold more than one of the offices provided for in these Articles.
117. Notwithstanding anything herein contained the officers of the Company on the date of its continuance shall continue to hold office until their successors are appointed or they otherwise cease to hold office in accordance with these Articles.

PROCEEDINGS OF DIRECTORS

118. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, one director shall constitute a quorum and may hold a meeting.
119. If all directors of the Company entitled to attend a meeting either generally or specifically consent, a director may participate in a meeting of directors or of a committee of directors by means of such telephone or other communications 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 that meeting for purposes of these Articles.
120. Meetings of directors may be held either within or without the Province of Nova Scotia and the directors may from time to time make arrangements relating to the time and place of holding directors' meetings, the notices to be given for such meetings and what meetings may be held without notice. Unless otherwise provided by such arrangements:
- (1) A meeting of directors may be held at the close of every ordinary general meeting of the Company without notice.
 - (2) Notice of every other directors' meeting may be given as permitted by these Articles to each director at least 48 hours before the time fixed for the meeting.
 - (3) A meeting of directors may be held without formal notice if all the directors are present or if those absent have signified their assent to such meeting or their consent to the business transacted at such meeting.

121. The President or any director may at any time, and the Secretary, upon the request of the President or any director, shall summon a meeting of the directors to be held at the Office of the Company. The President, the Chairman or a majority of the directors may at any time, and the Secretary, upon the request of the President, the Chairman or a majority of the directors, shall summon a meeting to be held elsewhere.
122. (1) Questions arising at any meeting of directors shall be decided by a majority of votes. The chairman of the meeting may vote as a director but shall not have a second or casting vote.
- (2) At any meeting of directors the chairman shall receive and count the vote of any director not present in person at such meeting on any question or matter arising at such meeting whenever such absent director has indicated by telegram, letter or other writing lodged with the chairman of such meeting the manner in which the absent director desires to vote on such question or matter and such question or matter has been specifically mentioned in the notice calling the meeting as a question or matter to be discussed or decided thereat. In respect of any such question or matter so mentioned in such notice any director may give to any other director a proxy authorizing such other director to vote for such first named director at such meeting, and the chairman of such meeting, after such proxy has been so lodged, shall receive and count any vote given in pursuance thereof notwithstanding the absence of the director giving such proxy.
123. If no Chairman is elected, or if at any meeting of directors the Chairman is not present within five minutes after the time appointed for holding the meeting, or declines to take the chair, the President, if a director, shall preside. If the President is not a director, is not present at such time or declines to take the chair, a vice-president who is also a director shall preside. If no person described above is present at such time and willing to take the chair, the directors present shall choose some one of their number to be chairman of the meeting.
124. A meeting of the directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the directors generally.
125. The directors may delegate any of their powers to committees consisting of such number of directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the directors.
126. The meetings and proceedings of any committee of directors shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the directors insofar as they are applicable and are not superseded by any regulations made by the directors.

127. All acts done at any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the director or person so acting, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
128. A resolution in writing and signed by every director who would be entitled to vote on the resolution at a meeting is as valid as if it were passed by such directors at a meeting.
129. If any one or more of the directors is called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company or the business thereof, the Company may remunerate the director or directors so doing, either by a fixed sum or by a percentage of profits or otherwise. Such remuneration shall be determined by the directors and may be either in addition to or in substitution for remuneration otherwise authorized by these Articles.

REGISTERS

130. The directors shall cause to be kept at the Company's Office in accordance with the provisions of the Act a Register of the shareholders of the Company, a register of the holders of bonds, debentures and other securities of the Company and a register of its directors. Branch registers of the shareholders and of the holders of bonds, debentures and other securities may be kept elsewhere, either within or without the Province of Nova Scotia, in accordance with the Act.

MINUTES

131. The directors shall cause minutes to be entered in books designated for the purpose:
- (1) of all appointments of officers;
 - (2) of the names of directors present at each meeting of directors and of any committees of directors;
 - (3) of all orders made by the directors and committees of directors; and
 - (4) of all resolutions and proceedings of meetings of shareholders and of directors.

Any such minutes of any meeting of directors or of any committee of directors or of shareholders, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWERS OF DIRECTORS

132. The management of the business of the Company is vested in the directors who, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the shareholders, but subject nevertheless to the provisions of any statute, the Memorandum or these Articles. No modification of the Memorandum or these Articles shall invalidate any prior act of the directors that would have been valid if such modification had not been made.
133. Without restricting the generality of the terms of any of these Articles and without prejudice to the powers conferred thereby, the directors may:
- (1) take such steps as they think fit to carry out any agreement or contract made by or on behalf of the Company;
 - (2) pay costs, charges and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company;
 - (3) purchase or otherwise acquire for the Company any property, rights or privileges that the Company is authorized to acquire, at such price and generally on such terms and conditions as they think fit;
 - (4) pay for any property, rights or privileges acquired by, or services rendered to the Company either wholly or partially in cash or in shares (fully paid-up or otherwise), bonds, debentures or other securities of the Company;
 - (5) subject to the Act, secure the fulfilment of any contracts or engagements entered into by the Company by mortgaging or charging all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit;
 - (6) appoint, remove or suspend at their discretion such experts, managers, secretaries, treasurers, officers, clerks, agents and servants for permanent, temporary or special services, as they from time to time think fit, and determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amounts as they think fit;
 - (7) accept a surrender of shares from any shareholder insofar as the law permits and on such terms and conditions as may be agreed;
 - (8) appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, execute and do

all such deeds and things as may be required in relation to such trust, and provide for the remuneration of such trustee or trustees;

- (9) institute, conduct, defend, compound or abandon any legal proceedings by and against the Company, its directors or its officers or otherwise concerning the affairs of the Company, and also compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company;
- (10) refer any claims or demands by or against the Company to arbitration and observe and perform the awards;
- (11) make and give receipts, releases and other discharges for amounts payable to the Company and for claims and demands of the Company;
- (12) determine who may exercise the borrowing powers of the Company and sign on the Company's behalf bonds, debentures or other securities, bills, notes, receipts, acceptances, assignments, transfers, hypothecations, pledges, endorsements, cheques, drafts, releases, contracts, agreements and all other instruments and documents;
- (13) provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular appoint any person to be the attorney or agent of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit;
- (14) invest and deal with any funds of the Company in such securities and in such manner as they think fit; and vary or realize such investments;
- (15) subject to the Act, execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property, present and future, as they think fit;
- (16) give any officer or employee of the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company;
- (17) set aside out of the profits of the Company before declaring any dividend such amounts as they think proper as a reserve fund to meet contingencies or provide for dividends, depreciation, repairing, improving and maintaining any of the property of the Company and such other purposes as the directors may in their absolute discretion think in the interests of the Company; and invest such amounts in such investments as they think fit, and deal with and vary such

investments, and dispose of all or any part of them for the benefit of the Company, and divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company without being bound to keep them separate from the other assets;

- (18) make, vary and repeal rules respecting the business of the Company, its officers and employees, the shareholders of the Company or any section or class of them;
- (19) enter into all such negotiations and contracts, rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company;
- (20) provide for the management of the affairs of the Company in such manner as they think fit.

SOLICITORS

- 134. The Company may employ or retain solicitors any of whom may, at the request or on the instruction of the directors, the Chairman, the President or a managing director, attend meetings of the directors or shareholders, whether or not the solicitor is a shareholder or a director of the Company. A solicitor who is also a director may nevertheless charge for services rendered to the Company as a solicitor.

THE SEAL

- 135. The directors shall arrange for the safe custody of the common seal of the Company (the "Seal"). The Seal may be affixed to any instrument in the presence of and contemporaneously with the attesting signature of (i) any director or officer acting within such person's authority or (ii) any person under the authority of a resolution of the directors or a committee thereof. For the purpose of certifying documents or proceedings the Seal may be affixed by any director or the President, a vice-president, the Secretary, an assistant secretary or any other officer of the Company without the authorization of a resolution of the directors.
- 136. The Company may have facsimiles of the Seal which may be used interchangeably with the Seal.
- 137. The Company may have for use at any place outside the Province of Nova Scotia, as to all matters to which the corporate existence and capacity of the Company extends, an official seal that is a facsimile of the Seal of the Company with the addition on its face of the name of the place where it is to be used; and the Company may by writing

under its Seal authorize any person to affix such official seal at such place to any document to which the Company is a party.

DIVIDENDS

138. The directors may from time to time declare such dividend as they deem proper upon shares of the Company according to the rights and restrictions attached to any class or series of shares, and may determine the date upon which such dividend will be payable and that it will be payable to the persons registered as the holders of the shares on which it is declared at the close of business upon a record date. No transfer of such shares registered after the record date shall pass any right to the dividend so declared.
139. No dividends shall be payable except out of the profits, retained earnings or contributed surplus of the Company and no interest shall be payable on any dividend except insofar as the rights attached to any class or series of shares provide otherwise.
140. The declaration of the directors as to the amount of the profits, retained earnings or contributed surplus of the Company shall be conclusive.
141. The directors may from time to time pay to the shareholders such interim dividends as in their judgment the position of the Company justifies.
142. Subject to the Memorandum, these Articles and the rights and restrictions attached to any class or series of shares, dividends may be declared and paid to the shareholders in proportion to the amount of capital paid-up on the shares (not including any capital paid-up bearing interest) held by them respectively.
143. The directors may deduct from the dividends payable to any shareholder amounts due and payable by the shareholder to the Company on account of calls, instalments or otherwise, and may apply the same in or towards satisfaction of such amounts so due and payable.
144. The directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
145. The directors may retain the dividends payable upon shares to which a person is entitled or entitled to transfer upon the death or bankruptcy of a shareholder or in any way other than by allotment or transfer, until such person has become registered as the holder of such shares or has duly transferred such shares.
146. When the directors declare a dividend on a class or series of shares and also make a call on such shares payable on or before the date on which the dividend is payable, the

directors may retain all or part of the dividend and set off the amount retained against the call.

147. The directors may declare that a dividend be paid by the distribution of cash, paid-up shares (at par or at a premium), debentures, bonds or other securities of the Company or of any other company or any other specific assets held or to be acquired by the Company or in any one or more of such ways.
148. The directors may settle any difficulty that may arise in regard to the distribution of a dividend as they think expedient, and in particular without restricting the generality of the foregoing may issue fractional certificates, may fix the value for distribution of any specific assets, may determine that cash payments will be made to any shareholders upon the footing of the value so fixed or that fractions may be disregarded in order to adjust the rights of all parties, and may vest cash or specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the directors.
149. Any person registered as a joint holder of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
150. Unless otherwise determined by the directors, any dividend may be paid by a cheque or warrant delivered to or sent through the post to the registered address of the shareholder entitled, or, when there are joint holders, to the registered address of that one whose name stands first on the register for the shares jointly held. Every cheque or warrant so delivered or sent shall be made payable to the order of the person to whom it is delivered or sent. The mailing or other transmission to a shareholder at the shareholder's registered address (or, in the case of joint shareholders at the address of the holder whose name stands first on the register) of a cheque payable to the order of the person to whom it is addressed for the amount of any dividend payable in cash after the deduction of any tax which the Company has properly withheld, shall discharge the Company's liability for the dividend unless the cheque is not paid on due presentation. If any cheque for a dividend payable in cash is not received, the Company shall issue to the shareholder a replacement cheque for the same amount on such terms as to indemnity and evidence of non-receipt as the directors may impose. No shareholder may recover by action or other legal process against the Company any dividend represented by a cheque that has not been duly presented to a banker of the Company for payment or that otherwise remains unclaimed for 6 years from the date on which it was payable.

ACCOUNTS

151. The directors shall cause proper books of account to be kept of the amounts received and expended by the Company, the matters in respect of which such receipts and

expenditures take place, all sales and purchases of goods by the Company, and the assets, credits and liabilities of the Company.

152. The books of account shall be kept at the head office of the Company or at such other place or places as the directors may direct.
153. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions the accounts and books of the Company or any of them shall be open to inspection of the shareholders, and no shareholder shall have any right to inspect any account or book or document of the Company except as conferred by statute or authorized by the directors or a resolution of the shareholders.
154. At the ordinary general meeting in every year the directors shall lay before the Company such financial statements and reports in connection therewith as may be required by the Act or other applicable statute or regulation thereunder and shall distribute copies thereof at such times and to such persons as may be required by statute or regulation.

AUDITORS AND AUDIT

155. Except in respect of a financial year for which the Company is exempt from audit requirements in the Act, the Company shall at each ordinary general meeting appoint an auditor or auditors to hold office until the next ordinary general meeting. If at any general meeting at which the appointment of an auditor or auditors is to take place and no such appointment takes place, or if no ordinary general meeting is held in any year or period of years, the directors shall appoint an auditor or auditors to hold office until the next ordinary general meeting.
156. The first auditors of the Company may be appointed by the directors at any time before the first ordinary general meeting and the auditors so appointed shall hold office until such meeting unless previously removed by a resolution of the shareholders, in which event the shareholders may appoint auditors.
157. The directors may fill any casual vacancy in the office of the auditor but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.
158. The Company may appoint as auditor any person, including a shareholder, not disqualified by statute.
159. An auditor may be removed or replaced in the circumstances and in the manner specified in the Act.

160. The remuneration of the auditors shall be fixed by the shareholders, or by the directors pursuant to authorization given by the shareholders, except that the remuneration of an auditor appointed to fill a casual vacancy may be fixed by the directors.
161. The auditors shall conduct such audit as may be required by the Act and their report, if any, shall be dealt with by the Company as required by the Act.

NOTICES

162. A notice (including any communication or document) shall be sufficiently given, delivered or served by the Company upon a shareholder, director, officer or auditor by personal delivery at such person's registered address (or, in the case of a director, officer or auditor, last known address) or by prepaid mail, telegraph, telex, facsimile machine or other electronic means of communication addressed to such person at such address.
163. Shareholders having no registered address shall not be entitled to receive notice.
164. The holder of a share warrant shall not, unless otherwise expressed therein, be entitled in respect thereof to notice of any general meeting of the Company.
165. All notices with respect to registered shares to which persons are jointly entitled may be sufficiently given to all joint holders thereof by notice given to whichever of such persons is named first in the Register for such shares.
166. Any notice sent by mail shall be deemed to be given, delivered or served on the earlier of actual receipt and the third business day following that upon which it is mailed, and in proving such service it shall be sufficient to prove that the notice was properly addressed and mailed with the postage prepaid thereon. Any notice given by electronic means of communication shall be deemed to be given when entered into the appropriate transmitting device for transmission. A certificate in writing signed on behalf of the Company that the notice was so addressed and mailed or transmitted shall be conclusive evidence thereof.
167. Every person who by operation of law, transfer or other means whatsoever becomes entitled to any share shall be bound by every notice in respect of such share that prior to such person's name and address being entered on the Register was duly served in the manner hereinbefore provided upon the person from whom such person derived title to such share.
168. Any notice delivered, sent or transmitted to the registered address of any shareholder pursuant to these Articles, shall, notwithstanding that such shareholder is then deceased and that the Company has notice thereof, be deemed to have been served in respect of any registered shares, whether held by such deceased shareholder solely or jointly with

other persons, until some other person is registered as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice on the heirs, executors or administrators of the deceased shareholder and all joint holders of such shares.

169. Any notice may bear the name or signature, manual or reproduced, of the person giving the notice written or printed.
170. When a given number of days' notice or notice extending over any other period is required to be given, the day of service and the day upon which such notice expires shall not, unless it is otherwise provided, be counted in such number of days or other period.

INDEMNITY

171. Every director or officer, former director or officer, or person who acts or acted at the Company's request, as a director or officer of the Company, a body corporate, partnership or other association of which the Company is or was a shareholder, partner, member or creditor, and the heirs and legal representatives of such person, in the absence of any dishonesty on the part of such person, shall be indemnified by the Company against, and it shall be the duty of the directors out of the funds of the Company to pay, all costs, losses and expenses, including an amount paid to settle an action or claim or satisfy a judgment, that such director, officer or person may incur or become liable to pay in respect of any claim made against such person or 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 Company or such body corporate, partnership or other association, whether the Company is a claimant or party to such action or proceeding or otherwise; and the amount for which such indemnity is proved shall immediately attach as a lien on the property of the Company and have priority as against the shareholders over all other claims.
172. No director or officer, former director or officer, or person who acts or acted at the Company's request, as a director or officer of the Company, a body corporate, partnership or other association of which the Company is or was a shareholder, partner, member or creditor, in the absence of any dishonesty on such person's part, shall be liable for the acts, receipts, neglects or defaults of any other director, officer or such person, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or through the insufficiency or deficiency of any security in or upon which any of the funds of the Company are invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any funds, securities or effects are deposited, or for any loss occasioned by error of judgment or oversight on the part of

such person, or for any other loss, damage or misfortune whatsoever which happens in the execution of the duties of such person or in relation thereto.

REMINDERS

173. The directors shall comply with the following provisions of the Act or the *Corporations Registration Act* (Nova Scotia) where indicated:

- (1) Keep a current register of shareholders (Section 42).
- (2) Keep a current register of directors, officers and managers, send to the Registrar a copy thereof and notice of all changes therein (Section 98).
- (3) Keep a current register of holders of bonds, debentures and other securities (Section 111 and Third Schedule).
- (4) Send notice to the Registrar of any redemption or purchase of preference shares (Section 50).
- (5) Send notice to the Registrar of any consolidation, division, conversion or reconversion of the share capital or stock of the Company (Section 53).
- (6) Send notice to the Registrar of any increase of capital (Section 55).
- (7) Call a general meeting every year within the proper time (Section 83). Meetings must be held not later than 15 months after the preceding general meeting.
- (8) Send to the Registrar copies of all special resolutions (Section 88).
- (9) When shares are issued for a consideration other than cash, file a copy of the contract with the Registrar on or before the date on which the shares are issued (Section 109).
- (10) Send to the Registrar notice of the address of the Company's registered Office and of all changes in such address (Section 79).
- (11) Keep proper minutes of all shareholders' meetings and directors' meetings in the Company's minute book kept at the Company's registered Office (Sections 89 and 90).
- (12) Obtain a certificate under the *Corporations Registration Act* (Nova Scotia) as soon as business is commenced.

- (13) Send notice of recognized agent to the Registrar under the *Corporations Registration Act* (Nova Scotia).



Nova Scotia

CERTIFICATE OF AMALGAMATION

Companies Act

Registry Number

3012443

I hereby certify that

3008999 NOVA SCOTIA COMPANY

SHL SYSTEMHOUSE INCORPORATED

having entered into an amalgamation subsequently approved by Order of the Supreme Court of Nova Scotia, have amalgamated and the name of the amalgamated company is:

SHL SYSTEMHOUSE CO.

and the amalgamation is approved by the Registrar of Joint Stock Companies effective this date and the liability of the members is unlimited.

NM Homans

Deputy Registrar of Joint Stock Companies

September 27, 1997

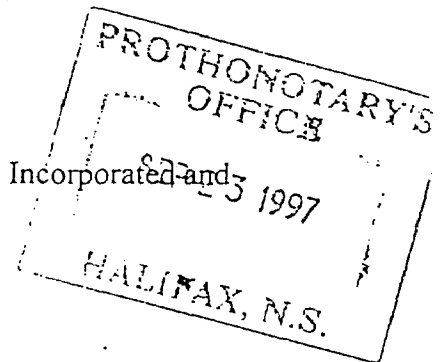
Date of Amalgamation

IN THE SUPREME COURT OF NOVA SCOTIA

IN THE MATTER OF: The Companies Act of Nova Scotia, being Chapter 81 of the Revised Statutes of Nova Scotia, 1989

- and -

IN THE MATTER OF: The Amalgamation of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company



ORDER OF AMALGAMATION

Sgd
SMH
J

BEFORE THE HONOURABLE JUSTICE HOOD IN CHAMBERS.

UPON HEARING READ the affidavits of John LaCalamita, each sworn September 18, 1997;

AND UPON HEARING READ the amalgamation agreement dated September 16, 1997 between SHL Systemhouse Incorporated and 3008999 Nova Scotia Company (the Amalgamation Agreement) a copy of which is annexed hereto as Schedule A;

AND UPON IT APPEARING that all the shareholders of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company have approved the Amalgamation Agreement and that none of the creditors will be affected by the amalgamation provided for in the Amalgamation Agreement;

AND UPON IT APPEARING that 3008999 Nova Scotia Company has no creditors, to whom notice of the time and place of an application for an order of this Court approving the Amalgamation Agreement must be given pursuant to the Companies Act.

I HEREBY CERTIFY that this is a true copy of a document filed in the office of the Registrar of Joint Stock Companies on the 26th day of September, 1997
JM Domara
D/ Registrar of Joint Stock Companies

AND UPON IT APPEARING that the Applicants are private companies and no useful purpose would be served by having the financial statements of the Applicants filed herein produced as public documents after being examined by the Court at the hearing of this Application;

AND UPON HEARING Charles S. Reagh, counsel for the applicants;

AND UPON MOTION IT IS HEREBY ORDERED that the Amalgamation Agreement be and the same is hereby approved.

AND IT IS FURTHER ORDERED that SHL Systemhouse Incorporated not be required to give notice to its creditors, if any, of the time and place of an application for an order of this Court approving the Amalgamation Agreement and that such notice be and the same is hereby dispensed with pursuant to subsection (7) of Section 134 of the *Companies Act*.

IT IS FURTHER ORDERED that the filing with the Registrar of Joint Stock Companies of a copy of this order certified under the hand of the Prothonotary be sufficient compliance with the provisions of subsection (9) of Section 134 of the *Companies Act*.

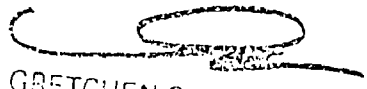
AND IT IS FURTHER ORDERED that the Affidavit of John LaCalamita, sworn September 18, 1997 filed herein, to which are appended as Exhibits certain financial statements, be sealed by the Prothonotary and not opened except upon further Order of this Honourable Court.

DATED at Halifax, Nova Scotia, this 23rd day of September, 1997.

IN THE SUPREME COURT
COUNTY OF HALIFAX, N.S.

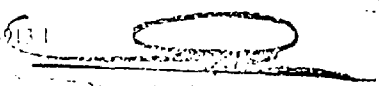
I hereby certify that the foregoing document,
identified by the Seal of the Court, is a true
copy of the original document on file herein.

Dated the 23 day of September A.D., 1997


GRETCHEN G. POHLKAMP

Prothonotary

3449131


GRETCHEN POHLKAMP

TRADEMARK
REEL: 002253 FRAME: 0331

THIS AGREEMENT OF AMALGAMATION dated September 16, 1997.

BETWEEN:

SHL SYSTEMHOUSE INCORPORATED, a body corporate

OF THE ONE PART

- and -

3008999 NOVA SCOTIA COMPANY, a body corporate

OF THE OTHER PART

WHEREAS SHL Systemhouse Incorporated was continued under the laws of Nova Scotia on September 16, 1997 has an authorized capital consisting of 100,000 common shares without nominal or par value and 1,500,000,000 preferred shares without nominal or par value;

AND WHEREAS 3008999 Nova Scotia Company was incorporated under the laws of Nova Scotia on September 2, 1997 and has an authorized capital consisting of 100,000 common shares without nominal or par value;

AND WHEREAS the shareholders of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company deem it desirable and in the best interests of each of them that they be amalgamated pursuant to the provisions of Section 134 of the *Companies Act* of Nova Scotia;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises the parties hereto agree as follows:

1. SHL Systemhouse Incorporated and 3008999 Nova Scotia Company shall be amalgamated effective as of the first moment in time on September 27, 1997 and continue as one company (the Amalgamated Company) pursuant to Section 134 of the *Companies Act* of Nova Scotia.
2. The attributes and characteristics of the Amalgamated Company shall be as follows:
 - (a) The name of the Amalgamated Company shall be "*SHL Systemhouse Co.*".

- (b) The registered office of the Amalgamated Company shall be situate at Suite 800, 1959 Upper Water Street, Halifax, Nova Scotia, B3J 2X2.
- (c) The authorized capital of the Amalgamated Company shall consist of such number and class of shares as set out in Schedule B hereto.
- (d) The liability of the members of the Amalgamated Company shall be unlimited.
- (e) The memorandum of association of the Amalgamated Company, including its objects, shall be as set out in Schedule A attached hereto.
- (f) The names, occupations and places of residence of the first directors of the Amalgamated Company are as follows:

<u>Name</u>	<u>Occupation</u>	<u>Place of Residence</u>
Scott B. Ross	Executive	925 Hurleson Lane Alpharetta GA 30202 USA
Michael H. Salsbury	Executive	1 Elmhurst Road Baltimore MD 21210 USA
Gerald H. Taylor	Executive	1200 South Hayes Street Arlington VA 22202 USA

Such directors are to hold office until the first annual meeting of the shareholders of the Amalgamated Company.

- (g) Subsequent directors are to be elected at the first annual general meeting of the shareholders of the Amalgamated Company and are to hold office while

qualified until their successors are from time to time elected in the manner provided for in the Articles of Association of the Amalgamated Company.

- (h) The manner of converting the authorized and issued capital of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company into that of the Amalgamated Company shall be as follows:
- (i) Each registered holder of common shares without nominal or par value in the capital stock of SHL Systemhouse Incorporated shall be entitled to one (1) fully paid and non-assessable common share without nominal or par value in the capital stock of the Amalgamated Company for each common share in the capital stock of SHL Systemhouse Incorporated held by such registered shareholder on the date of the Order of the Judge of the Supreme Court of Nova Scotia, in Chambers, approving the amalgamation of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company.
 - (ii) Each registered holder of preferred shares without nominal or par value in the capital stock of SHL Systemhouse Incorporated shall be entitled to one (1) fully paid and non-assessable preferred share without nominal or par value in the capital stock of the Amalgamated Company for each preferred share in the capital stock of SHL Systemhouse Incorporated held by such registered shareholder on the date of the Order of the Judge of the Supreme Court of Nova Scotia, in Chambers, approving the amalgamation of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company.
 - (iii) Each registered holder of common shares without nominal or par value in the capital stock of 3008999 Nova Scotia Company shall be entitled to one (1) fully paid and non-assessable common share without nominal or par value in the capital stock of the Amalgamated Company for each common share in the capital stock of 3008999 Nova Scotia Company held by such registered shareholder on the date of the Order of the Judge of the Supreme Court of Nova Scotia, in Chambers, approving the amalgamation of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company.

3. The Articles of Association of the Amalgamated Company shall be those attached and marked Schedule B to this Agreement until repealed, amended, altered or added to.

4. The Amalgamated Company shall possess all the property, rights, privileges and franchises, and shall be subject to all the liabilities, contracts and debts of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company.
5. All rights of creditors against the property, rights and assets of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company respectively and all mortgages, liens or claims upon their respective properties, rights and assets shall be unimpaired by the proposed amalgamation and all debts, contracts, liabilities and duties of SHL Systemhouse Incorporated and 3008999 Nova Scotia Company respectively shall thenceforth attach to the Amalgamated Company and may be enforced against it to the same extent as if the said debts, contracts, liabilities and duties had been incurred or contracted by it.
6. No action or proceeding by or against SHL Systemhouse Incorporated or 3008999 Nova Scotia Company shall abate or be affected by the proposed amalgamation but for all purposes of such action or proceeding by or against SHL Systemhouse Incorporated or 3008999 Nova Scotia Company as the case may be, they shall be deemed still to exist and the Amalgamated Company may be substituted in such action or proceeding in the place thereof.
7. Neither SHL Systemhouse Incorporated or 3008999 Nova Scotia Company shall, subsequent to the date hereof, unless this Agreement shall fail of confirmation by the shareholders of either SHL Systemhouse Incorporated or 3008999 Nova Scotia Company or not be approved by a Judge of the Supreme Court of Nova Scotia, in Chambers:
 - (a) Issue any unissued shares of its capital stock, redeem or reduce any shares of its capital stock now outstanding or otherwise alter its existing capital structure; or
 - (b) Declare or pay any dividends or make any other distribution in respect of any shares of its outstanding capital stock.
8. SHL Systemhouse Incorporated and 3008999 Nova Scotia Company may by resolution of their Boards of Directors assent to such alterations or modifications of this Agreement which the shareholders of the respective companies at meetings duly called to consider the same approve or as a Judge of the Supreme Court of Nova Scotia may require, and the expression "this Agreement" as used herein shall be read and construed to mean and include this Agreement as so altered or modified.

IN WITNESS WHEREOF the parties hereto have caused the same to be executed in their names and on their behalf and their corporate seals to be thereunto affixed by their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

in the presence of:



Witness



Witness

SHL SYSTEMHOUSE INCORPORATED

By:



John LaCalamita, Secretary

3008999 NOVA SCOTIA COMPANY

By:



John LaCalamita, Secretary

MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF
SHL SYSTEMHOUSE CO.

STEWART McKELVEY STIRLING SCALES

BARRISTERS & SOLICITORS

Halifax, Nova Scotia

SCHEDULE A

MEMORANDUM OF ASSOCIATION
OF
SHL SYSTEMHOUSE CO.

1. The name of the Company is SHL Systemhouse Co..
2. There are no restrictions on the objects and powers of the Company and the Company shall expressly have the following powers:
 - (1) to sell or dispose of its undertaking, or a substantial part thereof;
 - (2) to distribute any of its property *in specie* among its members; and
 - (3) to amalgamate with any company or other body of persons.
3. The liability of the members is unlimited.

SCHEDULE B
ARTICLES OF ASSOCIATION
OF
SHL SYSTEMHOUSE CO.

INTERPRETATION

1. In these Articles, unless there be something in the subject or context inconsistent therewith:
- (1) "Act" means the *Companies Act* (Nova Scotia);
 - (2) "Articles" means these Articles of Association of the Company and all amendments hereto;
 - (3) "Company" means the company named above;
 - (4) "director" means a director of the Company;
 - (5) "Memorandum" means the Memorandum of Association of the Company and all amendments thereto;
 - (6) "month" means calendar month;
 - (7) "Office" means the registered office of the Company;
 - (8) "person" includes a body corporate;
 - (9) "proxyholder" includes an alternate proxyholder;
 - (10) "Register" means the register of members kept pursuant to the Act, and where the context permits includes a branch register of members;
 - (11) "Registrar" means the Registrar as defined in the Act;
 - (12) "Secretary" includes any person appointed to perform the duties of the Secretary temporarily;
 - (13) "shareholder" means member as that term is used in the Act in connection with an unlimited company having share capital and as that term is used in the Memorandum;

- (14) "special resolution" has the meaning assigned by the Act;
- (15) "in writing" and "written" includes printing, lithography and other modes of representing or reproducing words in visible form;
- (16) words importing number or gender include all numbers and genders unless the context otherwise requires.
2. The regulations in Table A in the First Schedule to the Act shall not apply to the Company.
3. The directors may enter into and carry into effect or adopt and carry into effect any agreement made by the promoters of the Company on behalf of the Company and may agree to any modification in the terms of any such agreement, either before or after its execution.
4. The directors may, out of the funds of the Company, pay all expenses incurred for the amalgamation and organization of the Company.

SHARES

5. The capital of the company shall consist of 100,000 common shares without nominal or par value and 2,000,000,000 preferred shares without nominal or par value, each having the rights, restrictions, conditions and limitations set out in Annex 1 hereto and with the power to divide the shares in the capital for the time being into classes or series and to attach thereto respectively any preferred, deferred or qualified rights, privileges or conditions, including restrictions on voting rights and including redemption, purchase and other acquisition of such shares, subject, however, to the provisions of the Act.
6. The directors shall control the shares and, subject to the provisions of these Articles, may allot or otherwise dispose of them to such person at such times, on such terms and conditions and, if the shares have a par value, either at a premium or at par, as they think fit.
7. The directors may pay on behalf of the Company a reasonable commission to any person in consideration of subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company. Subject to the Act, the commission may be paid or satisfied in shares of the Company.
8. On the issue of shares the Company may arrange among the holders thereof differences in the calls to be paid and in the times for their payment.

9. If the whole or part of the allotment price of any shares is, by the conditions of their allotment, payable in instalments, every such instalment shall, when due, be payable to the Company by the person who is at such time the registered holder of the shares.
10. Shares may be registered in the names of joint holders not exceeding three in number.
11. Joint holders of a share shall be jointly and severally liable for the payment of all instalments and calls due in respect of such share. On the death of one or more joint holders of shares the survivor or survivors of them shall alone be recognized by the Company as the registered holder or holders of the shares.
12. Save as herein otherwise provided, the Company may treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction or required by statute, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.
13. The Company is a private company, and:
 - (1) no transfer of any share or prescribed security of the Company shall be effective unless or until approved by (i) the directors, or (ii) the shareholders;
 - (2) the number of holders of issued and outstanding prescribed securities or shares of the Company, exclusive of persons who are in the employment of the Company or in the employment of an affiliate of the Company and exclusive of persons who, having been formerly in the employment of the Company or the employment of an affiliate of the Company, were, while in that employment, and have continued after termination of that employment, to own at least one prescribed security or share of the Company, shall not exceed 50 in number, two or more persons or companies who are the joint registered owners of one or more prescribed securities or shares being counted as one holder; and
 - (3) the Company shall not invite the public to subscribe for any of its securities.

In this Article, "private company" and "securities" have the meanings ascribed to those terms in the *Securities Act* (Nova Scotia), and "prescribed security" means any of the securities prescribed by the Nova Scotia Securities Commission from time to time for the purpose of the definition of "private company" in the *Securities Act* (Nova Scotia).

CERTIFICATES

14. Certificates of title to shares shall comply with the Act and may otherwise be in such form as the directors may from time to time determine. Unless the directors otherwise determine, every certificate of title to shares shall be signed manually by at least one of the Chairman, President, Secretary, Treasurer, a vice-president, an assistant secretary, any other officer of the Company or any director of the Company or by or on behalf of

a share registrar transfer agent or branch transfer agent appointed by the Company or by any other person whom the directors may designate. When signatures of more than one person appear on a certificate all but one may be printed or otherwise mechanically reproduced. All such certificates when signed as provided in this Article shall be valid and binding upon the Company. If a certificate contains a printed or mechanically reproduced signature of a person, the Company may issue the certificate, notwithstanding that the person has ceased to be a director or an officer of the Company and the certificate is as valid as if such person were a director or an officer at the date of its issue. Any certificate representing shares of a class publicly traded on any stock exchange shall be valid and binding on the Company if it complies with the rules of such exchange whether or not it otherwise complies with this Article.

15. Except as the directors may determine, each shareholder's shares may be evidenced by any number of certificates so long as the aggregate of the shares stipulated in such certificates equals the aggregate registered in the name of the shareholder.
16. Where shares are registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate or set of certificates, and such certificate or set of certificates shall be delivered to the person first named on the Register.
17. Any certificate that has become worn, damaged or defaced may, upon its surrender to the directors, be cancelled and replaced by a new certificate. Any certificate that has become lost or destroyed may be replaced by a new certificate upon proof of such loss or destruction to the satisfaction of the directors and the furnishing to the Company of such undertakings of indemnity as the directors deem adequate.
18. The sum of one dollar or such other sum as the directors from time to time determine shall be paid to the Company for every certificate other than the first certificate issued to any holder in respect of any share or shares.
19. The directors may cause one or more branch Registers of shareholders to be kept in any place or places, whether inside or outside of Nova Scotia.

CALLS

20. The directors may make such calls upon the shareholders in respect of all amounts unpaid on the shares held by them respectively and not made payable at fixed times by the conditions on which such shares were allotted, and each shareholder shall pay the amount of every call so made to the person and at the times and places appointed by the directors. A call may be made payable by instalments.
21. A call shall be deemed to have been made at the time when the resolution of the directors authorizing such call was passed.

22. At least 14 days' notice of any call shall be given, and such notice shall specify the time and place at which and the person to whom such call shall be paid.
23. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call has been made or the instalment is due shall pay interest on such call or instalment at the rate of 9% per year or such other rate of interest as the directors may determine from the day appointed for the payment thereof up to the time of actual payment.
24. At the trial or hearing of any action for the recovery of any amount due for any call, it shall be sufficient to prove that the name of the shareholder sued is entered on the Register as the holder or one of the holders of the share or shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that such notice of such call was duly given to the shareholder sued in pursuance of these Articles. It shall not be necessary to prove the appointment of the directors who made such call or any other matters whatsoever and the proof of the matters stipulated shall be conclusive evidence of the debt.

FORFEITURE OF SHARES

25. If any shareholder fails to pay any call or instalment on or before the day appointed for payment, the directors may at any time thereafter while the call or instalment remains unpaid serve a notice on such shareholder requiring payment thereof together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
26. The notice shall name a day (not being less than 14 days after the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses are to be paid. The notice shall also state that, in the event of non-payment on or before the day and at the place or one of the places so named, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
27. If the requirements of any such notice are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
28. When any share has been so forfeited, notice of the resolution shall be given to the shareholder in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall be made in the Register.

29. Any share so forfeited shall be deemed the property of the Company and the directors may sell, re-allot or otherwise dispose of it in such manner as they think fit.
30. The directors may at any time before any share so forfeited has been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.
31. Any shareholder whose shares have been forfeited shall nevertheless be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon at the rate of 9% per year or such other rate of interest as the directors may determine from the time of forfeiture until payment. The directors may enforce such payment if they think fit, but are under no obligation to do so.
32. A certificate signed by the Secretary stating that a share has been duly forfeited on a specified date in pursuance of these Articles and the time when it was forfeited shall be conclusive evidence of the facts therein stated as against any person who would have been entitled to the share but for such forfeiture.

LIEN ON SHARES

33. The Company shall have a first and paramount lien upon all shares (other than fully paid-up shares) registered in the name of a shareholder (whether solely or jointly with others) and upon the proceeds from the sale thereof for debts, liabilities and other engagements of the shareholder, solely or jointly with any other person, to or with the Company, whether or not the period for the payment, fulfilment or discharge thereof has actually arrived, and such lien shall extend to all dividends declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of any lien of the Company on such shares.
34. For the purpose of enforcing such lien the directors may sell the shares subject to it in such manner as they think fit, but no sale shall be made until the period for the payment, fulfilment or discharge of such debts, liabilities or other engagements has arrived, and until notice in writing of the intention to sell has been given to such shareholder or the shareholder's executors or administrators and default has been made by them in such payment, fulfilment or discharge for seven days after such notice.
35. The net proceeds of any such sale after the payment of all costs shall be applied in or towards the satisfaction of such debts, liabilities or engagements and the residue, if any, paid to such shareholder.

VALIDITY OF SALES

36. Upon any sale after forfeiture or to enforce a lien in purported exercise of the powers given by these Articles the directors may cause the purchaser's name to be entered in the Register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after the purchaser's name has been entered in the Register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER OF SHARES

37. The instrument of transfer of any share in the Company shall be signed by the transferor. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the Register in respect thereof and shall be entitled to receive any dividend declared thereon before the registration of the transfer.
38. The instrument of transfer of any share shall be in writing in the following form or to the following effect:

For value received, _____ hereby sell, assign, and transfer unto _____, _____ shares in the capital of the Company represented by the within certificate, and do hereby irrevocably constitute and appoint _____ attorney to transfer such shares on the books of the Company with full power of substitution in the premises.

Dated the ___ day of _____ 19__.

Witness:

39. The directors may, without assigning any reason therefor, decline to register any transfer of shares
- (1) not fully paid-up or upon which the Company has a lien, or
 - (2) the transfer of which is restricted by any agreement to which the Company is a party.
40. Every instrument of transfer shall be left for registration at the Office of the Company, or at any office of its transfer agent where a Register is maintained, together with the certificate of the shares to be transferred and such other evidence as the Company may require to prove title to or the right to transfer the shares.
41. The directors may require that a fee determined by them be paid before or after registration of any transfer.

42. Every instrument of transfer shall, after its registration, remain in the custody of the Company. Any instrument of transfer that the directors decline to register shall, except in case of fraud, be returned to the person who deposited it.

TRANSMISSION OF SHARES

43. The executors or administrators of a deceased shareholder (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such shareholder. When a share is registered in the names of two or more joint holders, the survivor or survivors or the executors or administrators of the deceased survivor, shall be the only persons recognized by the Company as having any title to, or interest in, such share.
44. Notwithstanding anything in these Articles, if the Company has only one shareholder (not being one of several joint holders) and that shareholder dies, the executors or administrators of the deceased shareholder shall be entitled to register themselves in the Register as the holders of the shares registered in the name of the deceased shareholder whereupon they shall have all the rights given by these Articles and by law to shareholders.
45. Any person entitled to shares upon the death or bankruptcy of any shareholder or in any way other than by allotment or transfer, upon producing such evidence of entitlement as the directors require, may be registered as a shareholder in respect of such shares, or may, without being registered, transfer such shares subject to the provisions of these Articles respecting the transfer of shares. The directors shall have the same right to refuse registration as if the transferee were named in an ordinary transfer presented for registration.

SURRENDER OF SHARES

46. The directors may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof. Any share so surrendered may be disposed of in the same manner as a forfeited share.

INCREASE AND REDUCTION OF CAPITAL

47. Subject to the Act, the shareholders may by special resolution amend these Articles to increase or alter the share capital of the Company as they think expedient. Without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred or other special rights, or with such restrictions, whether in regard to dividends, voting, return of share capital or otherwise, as the shareholders may from time to time determine by special resolution. Except as otherwise provided by the conditions of issue, or by these Articles, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to

payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

48. The Company may, by special resolution where required, reduce its share capital in any way and with and subject to any incident authorized and consent required by law. Subject to the Act and any provisions attached to such shares, the Company may redeem, purchase or acquire any of its shares and the directors may determine the manner and the terms for redeeming, purchasing or acquiring such shares and may provide a sinking fund on such terms as they think fit for the redemption, purchase or acquisition of shares of any class or series.

MEETINGS AND VOTING BY CLASS OR SERIES

49. Where the holders of shares of a class or series have, under the Act, the terms or conditions attaching to such shares or otherwise, the right to vote separately as a class in respect of any matter then, except as provided in the Act, these Articles or such terms or conditions, all the provisions in these Articles concerning general meetings (including, without limitation, provisions respecting notice, quorum and procedure) shall, *mutatis mutandis*, apply to every meeting of holders of such class or series of shares convened for the purpose of such vote.
50. Unless the rights, privileges, terms or conditions attached to a class or series of shares provide otherwise, such class or series of shares shall not have the right to vote separately as a class or series upon an amendment to the Memorandum or Articles to:
- (1) increase or decrease any maximum number of authorized shares of such class or series, or increase any maximum number of authorized shares of a class or series having rights or privileges equal or superior to the shares of such class or series;
 - (2) effect an exchange, reclassification or cancellation of all or part of the shares of such class or series; or
 - (3) create a new class or series of shares equal or superior to the shares of such class or series.

BORROWING POWERS

51. The directors on behalf of the Company may:
- (1) raise or borrow money for the purposes of the Company or any of them;
 - (2) secure, subject to the sanction of a special resolution where required by the Act, the repayment of funds so raised or borrowed in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the

execution and delivery of mortgages of the Company's real or personal property, or by the issue of bonds, debentures or other securities of the Company secured by mortgage or other charge upon all or any part of the property of the Company, both present and future including its uncalled capital for the time being;

- (3) sign or endorse bills, notes, acceptances, cheques, contracts, and other evidence of or securities for funds borrowed or to be borrowed for the purposes aforesaid;
 - (4) pledge debentures as security for loans;
 - (5) guarantee obligations of any person.
52. Bonds, debentures and other securities may be made assignable, free from any equities between the Company and the person to whom such securities were issued.
53. Any bonds, debentures and other securities may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors and other matters.

GENERAL MEETINGS

54. Ordinary general meetings of the Company shall be held at least once in every calendar year at such time and place as may be determined by the directors and not later than 15 months after the preceding ordinary general meeting. All other meetings of the Company shall be called special general meetings. Ordinary or special general meetings may be held either within or without the Province of Nova Scotia.
55. The President, a vice-president or the directors may at any time convene a special general meeting, and the directors, upon the requisition of shareholders in accordance with the Act shall forthwith proceed to convene such meeting or meetings to be held at such time and place or times and places as the directors determine.
56. The requisition shall state the objects of the meeting requested, be signed by the requisitionists and deposited at the Office of the Company. It may consist of several documents in like form each signed by one or more of the requisitionists.
57. At least seven clear days' notice, or such longer period of notice as may be required by the Act, of every general meeting, specifying the place, day and hour of the meeting and, when special business is to be considered, the general nature of such business, shall be given to the shareholders entitled to be present at such meeting by notice given as permitted by these Articles. With the consent in writing of all the shareholders entitled to vote at such meeting, a meeting may be convened by a shorter notice and in

any manner they think fit, or notice of the time, place and purpose of the meeting may be waived by all of the shareholders.

58. When it is proposed to pass a special resolution, the two meetings may be convened by the same notice, and it shall be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.
59. The accidental omission to give notice to a shareholder, or non-receipt of notice by a shareholder, shall not invalidate any resolution passed at any general meeting.

RECORD DATES

60. (1) The directors may fix in advance a date as the record date for the determination of shareholders
- (a) entitled to receive payment of a dividend or entitled to receive any distribution;
 - (b) entitled to receive notice of a meeting; or
 - (c) for any other purpose.
- (2) If no record date is fixed, the record date for the determination of shareholders
- (a) entitled to receive notice of a meeting shall be the day immediately preceding the day on which the notice is given, or, if no notice is given, the day on which the meeting is held; and
 - (b) for any other purpose shall be the day on which the directors pass the resolution relating to the particular purpose.

PROCEEDINGS AT GENERAL MEETINGS

61. The business of an ordinary general meeting shall be to receive and consider the financial statements of the Company and the report of the directors and the report, if any, of the auditors, to elect directors in the place of those retiring and to transact any other business which under these Articles ought to be transacted at an ordinary general meeting.
62. No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business. A corporate shareholder of the Company that has a duly authorized agent or representative present at any such meeting shall for the purpose of this Article be deemed to be personally present at such meeting.

63. One person, being a shareholder, proxyholder or representative of a corporate shareholder, present and entitled to vote shall constitute a quorum for a general meeting, and may hold a meeting.
64. The Chairman shall be entitled to take the chair at every general meeting or, if there be no Chairman, or if the Chairman is not present within fifteen 15 minutes after the time appointed for holding the meeting, the President or, failing the President, a vice-president shall be entitled to take the chair. If the Chairman, the President or a vice-president is not present within 15 minutes after the time appointed for holding the meeting or if all such persons present decline to take the chair, the shareholders present entitled to vote at the meeting shall choose another director as chairman and if no director is present or if all the directors present decline to take the chair, then such shareholders shall choose one of their number to be chairman.
65. If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if it was convened pursuant to a requisition of shareholders, shall be dissolved; if it was convened in any other way, it shall stand adjourned to the same day, in the next week, at the same time and place. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall be a quorum and may hold the meeting.
66. Subject to the Act, at any general meeting a resolution put to the meeting shall be decided by a show of hands unless, either before or on the declaration of the result of the show of hands, a poll is demanded by the chairman, a shareholder or a proxyholder; and unless a poll is so demanded, a declaration by the chairman that the resolution has been carried, carried by a particular majority, lost or not carried by a particular majority and an entry to that effect in the Company's book of proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.
67. When a poll is demanded, it shall be taken in such manner and at such time and place as the chairman directs, and either at once or after an interval or adjournment or otherwise. The result of the poll shall be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. When any dispute occurs over the admission or rejection of a vote, it shall be resolved by the chairman and such determination made in good faith shall be final and conclusive.
68. The chairman shall not have a casting vote in addition to any vote or votes that the Chairman has as a shareholder.
69. The chairman of a general meeting may with the consent of the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting that was adjourned.

70. Any poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith without adjournment.
71. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF SHAREHOLDERS

72. Subject to the Act and to any provisions attached to any class or series of shares concerning or restricting voting rights:
- (1) on a show of hands every shareholder to vote present in person, every duly authorized representative of a corporate shareholder, and, if not prevented from voting by the Act, every proxyholder, shall have one vote; and
 - (2) on a poll every shareholder present in person, every duly authorized representative of a corporate shareholder, and every proxyholder, shall have one vote for every share held;

whether or not such representative or proxyholder is a shareholder.

73. Any person entitled to transfer shares upon the death or bankruptcy of any shareholder or in any way other than by allotment or transfer may vote at any general meeting in respect thereof in the same manner as if such person were the registered holder of such shares so long as the directors are satisfied at least 48 hours before the time of holding the meeting of such person's right to transfer such shares.
74. Where there are joint registered holders of any share, any of such holders may vote such share at any meeting, either personally or by proxy, as if solely entitled to it. If more than one joint holder is present at any meeting, personally or by proxy, the one whose name stands first on the Register in respect of such share shall alone be entitled to vote it. Several executors or administrators of a deceased shareholder in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.
75. Votes may be cast either personally or by proxy or, in the case of a corporate shareholder by a representative duly authorized under the Act.
76. A proxy shall be in writing and executed in the manner provided in the Act. A proxy or other authority of a corporate shareholder does not require its seal.
77. A shareholder of unsound mind in respect of whom an order has been made by any court of competent jurisdiction may vote by guardian or other person in the nature of a guardian appointed by that court, and any such guardian or other person may vote by proxy.

78. A proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office of the Company or at such other place as the directors may direct. The directors may, by resolution, fix a time not exceeding 48 hours excluding Saturdays and holidays preceding any meeting or adjourned meeting before which time proxies to be used at that meeting must be deposited with the Company at its Office or with an agent of the Company. Notice of the requirement for depositing proxies shall be given in the notice calling the meeting. The chairman of the meeting shall determine all questions as to validity of proxies and other instruments of authority.
79. A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death of the principal, the revocation of the proxy, or the transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer is received at the Office of the Company before the meeting or by the chairman of the meeting before the vote is given.
80. Every form of proxy shall comply with the Act and its regulations and subject thereto may be in the following form:

I, _____ of _____
being a shareholder of _____ hereby
appoint _____ of _____
_____(or failing him/her _____ of
_____) as my proxyholder to attend and to
vote for me and on my behalf at the
ordinary/special general meeting of the Company, to
be held on the day of _____ and at any
adjournment thereof, or at any meeting of the
Company which may be held prior to [insert
specified date or event].

[If the proxy is solicited by or behalf of the management of the Company, insert a statement to that effect.]

Dated this ____ day of _____.

Shareholder

81. Subject to the Act, no shareholder shall be entitled to be present or to vote on any question, either personally or by proxy, at any general meeting or be reckoned in a quorum while any call is due and payable to the Company in respect of any of the shares of such shareholder.

82. Any resolution passed by the directors, notice of which has been given to the shareholders in the manner in which notices are hereinafter directed to be given and which is, within one month after it has been passed, ratified and confirmed in writing by shareholders entitled on a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a general meeting. This Article shall not apply to a resolution for winding up the Company or to a resolution dealing with any matter that by statute or these Articles ought to be dealt with by a special resolution or other method prescribed by statute.
83. A resolution, including a special resolution, in writing and signed by every shareholder who would be entitled to vote on the resolution at a meeting is as valid as if it were passed by such shareholders at a meeting and satisfies all of the requirements of the Act respecting meetings of shareholders.

DIRECTORS

84. Unless otherwise determined by resolution of shareholders, the number of directors shall not be less than one or more than ten.
85. Notwithstanding anything herein contained the persons name in the Amalgamation Agreement pursuant to which the Company was formed shall be the first directors of the Company..
86. The directors may be paid out of the funds of the Company as remuneration for their service such sums, if any, as the Company may by resolution of its shareholders determine, and such remuneration shall be divided among them in such proportions and manner as the directors determine. The directors may also be paid their reasonable travelling, hotel and other expenses incurred in attending meetings of directors and otherwise in the execution of their duties as directors.
87. The continuing directors may act notwithstanding any vacancy in their body, but if their number falls below the minimum permitted, the directors shall not, except in emergencies or for the purpose of filling vacancies, act so long as their number is below the minimum.
88. A director may, in conjunction with the office of director, and on such terms as to remuneration and otherwise as the directors arrange or determine, hold any other office or place of profit under the Company or under any company in which the Company is a shareholder or is otherwise interested.
89. The office of a director shall *ipso facto* be vacated, if the director:
- (1) becomes bankrupt or makes an assignment for the benefit of creditors;
 - (2) is, or is found by a court of competent jurisdiction to be, of unsound mind;

- (3) by notice in writing to the Company, resigns the office of director; or
- (4) is removed in the manner provided by these Articles.
90. No director shall be disqualified by holding the office of director from contracting with the Company, either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into or proposed to be entered into by or on behalf of the Company in which any director is in any way interested, either directly or indirectly, be avoided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such director holding that office or of the fiduciary relations thereby established, provided the director makes a declaration or gives a general notice in accordance with the Act. No director shall, as a director, vote in respect of any contract or arrangement in which the director is so interested, and if the director does so vote, such vote shall not be counted. This prohibition may at any time or times be suspended or relaxed to any extent by a resolution of the shareholders and shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security for advances or by way of indemnity.

ELECTION OF DIRECTORS

91. At the dissolution of every ordinary general meeting at which their successors are elected, all the directors shall retire from office and be succeeded by the directors elected at such meeting. Retiring directors shall be eligible for re-election.
92. If at any ordinary general meeting at which an election of directors ought to take place no such election takes place, or if no ordinary general meeting is held in any year or period of years, the retiring directors shall continue in office until their successors are elected.
93. The Company may by resolution of its shareholders elect any number of directors permitted by these Articles and may determine or alter their qualification.
94. The Company may, by special resolution or in any other manner permitted by statute, remove any director before the expiration of such director's period of office and may, if desired, appoint a replacement to hold office during such time only as the director so removed would have held office.
95. The directors may appoint any other person as a director so long as the total number of directors does not at any time exceed the maximum number permitted. No such appointment, except to fill a casual vacancy, shall be effective unless two-thirds of the directors concur in it. Any casual vacancy occurring among the directors may be filled by the directors, but any person so chosen shall retain office only so long as the vacating director would have retained it if the vacating director had continued as director.

MANAGING DIRECTOR

96. The directors may appoint one or more of their body to be managing directors of the Company, either for a fixed term or otherwise, and may remove or dismiss them from office and appoint replacements.
97. Subject to the provisions of any contract between a managing director and the Company, a managing director shall be subject to the same provisions as to resignation and removal as the other directors of the Company. A managing director who for any reason ceases to hold the office of director shall ipso facto immediately cease to be a managing director.
98. The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of any or all of salary, commission and participation in profits.
99. The directors may from time to time entrust to and confer upon a managing director such of the powers exercisable under these Articles by the directors as they think fit, and may confer such powers for such time, and to be exercised for such objects and purposes and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

CHAIRMAN OF THE BOARD

100. The directors may elect one of their number to be Chairman and may determine the period during which the Chairman is to hold office. The Chairman shall perform such duties and receive such special remuneration as the directors may provide.

PRESIDENT AND VICE-PRESIDENTS

101. The directors shall elect the President of the Company, who need not be a director, and may determine the period for which the President is to hold office. The President shall have general supervision of the business of the Company and shall perform such duties as may be assigned from time to time by the directors.
102. The directors may also elect vice-presidents, who need not be directors, and may determine the periods for which they are to hold office. A vice-president shall, at the request of the President or the directors and subject to the directions of the directors, perform the duties of the President during the absence, illness or incapacity of the President, and shall also perform such duties as may be assigned by the President or the directors.

SECRETARY AND TREASURER

103. The directors shall appoint a Secretary of the Company to keep minutes of shareholders' and directors' meetings and perform such other duties as may be assigned by the directors. The directors may also appoint a temporary substitute for the Secretary who shall, for the purposes of these Articles, be deemed to be the Secretary.
104. The directors may appoint a treasurer of the Company to carry out such duties as the directors may assign.

OFFICERS

105. The directors may elect or appoint such other officers of the Company, having such powers and duties, as they think fit.
106. If the directors so decide the same person may hold more than one of the offices provided for in these Articles.

PROCEEDINGS OF DIRECTORS

107. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined, one director shall constitute a quorum and may hold a meeting.
108. If all directors of the Company entitled to attend a meeting either generally or specifically consent, a director may participate in a meeting of directors or of a committee of directors by means of such telephone or other communications 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 that meeting for purposes of these Articles.
109. Meetings of directors may be held either within or without the Province of Nova Scotia and the directors may from time to time make arrangements relating to the time and place of holding directors' meetings, the notices to be given for such meetings and what meetings may be held without notice. Unless otherwise provided by such arrangements:
- (1) A meeting of directors may be held at the close of every ordinary general meeting of the Company without notice.
 - (2) Notice of every other directors' meeting may be given as permitted by these Articles to each director at least 48 hours before the time fixed for the meeting.

- (3) A meeting of directors may be held without formal notice if all the directors are present or if those absent have signified their assent to such meeting or their consent to the business transacted at such meeting.
110. The President or any director may at any time, and the Secretary, upon the request of the President or any director, shall summon a meeting of the directors to be held at the Office of the Company. The President, the Chairman or a majority of the directors may at any time, and the Secretary, upon the request of the President, the Chairman or a majority of the directors, shall summon a meeting to be held elsewhere.
111. (1) Questions arising at any meeting of directors shall be decided by a majority of votes. The chairman of the meeting may vote as a director but shall not have a second or casting vote.
- (2) At any meeting of directors the chairman shall receive and count the vote of any director not present in person at such meeting on any question or matter arising at such meeting whenever such absent director has indicated by telegram, letter or other writing lodged with the chairman of such meeting the manner in which the absent director desires to vote on such question or matter and such question or matter has been specifically mentioned in the notice calling the meeting as a question or matter to be discussed or decided thereat. In respect of any such question or matter so mentioned in such notice any director may give to any other director a proxy authorizing such other director to vote for such first named director at such meeting, and the chairman of such meeting, after such proxy has been so lodged, shall receive and count any vote given in pursuance thereof notwithstanding the absence of the director giving such proxy.
112. If no Chairman is elected, or if at any meeting of directors the Chairman is not present within five minutes after the time appointed for holding the meeting, or declines to take the chair, the President, if a director, shall preside. If the President is not a director, is not present at such time or declines to take the chair, a vice-president who is also a director shall preside. If no person described above is present at such time and willing to take the chair, the directors present shall choose some one of their number to be chairman of the meeting.
113. A meeting of the directors at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the directors generally.
114. The directors may delegate any of their powers to committees consisting of such number of directors as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the directors.

115. The meetings and proceedings of any committee of directors shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the directors insofar as they are applicable and are not superseded by any regulations made by the directors.
116. All acts done at any meeting of the directors or of a committee of directors or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the director or person so acting, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.
117. A resolution in writing and signed by every director who would be entitled to vote on the resolution at a meeting is as valid as if it were passed by such directors at a meeting.
118. If any one or more of the directors is called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company or the business thereof, the Company may remunerate the director or directors so doing, either by a fixed sum or by a percentage of profits or otherwise. Such remuneration shall be determined by the directors and may be either in addition to or in substitution for remuneration otherwise authorized by these Articles.

REGISTERS

119. The directors shall cause to be kept at the Company's Office in accordance with the provisions of the Act a Register of the shareholders of the Company, a register of the holders of bonds, debentures and other securities of the Company and a register of its directors. Branch registers of the shareholders and of the holders of bonds, debentures and other securities may be kept elsewhere, either within or without the Province of Nova Scotia, in accordance with the Act.

MINUTES

120. The directors shall cause minutes to be entered in books designated for the purpose:
- (1) of all appointments of officers;
 - (2) of the names of directors present at each meeting of directors and of any committees of directors;
 - (3) of all orders made by the directors and committees of directors; and
 - (4) of all resolutions and proceedings of meetings of shareholders and of directors.

Any such minutes of any meeting of directors or of any committee of directors or of shareholders, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWERS OF DIRECTORS

121. The management of the business of the Company is vested in the directors who, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the shareholders, but subject nevertheless to the provisions of any statute, the Memorandum or these Articles. No modification of the Memorandum or these Articles shall invalidate any prior act of the directors that would have been valid if such modification had not been made.
122. Without restricting the generality of the terms of any of these Articles and without prejudice to the powers conferred thereby, the directors may:
- (1) take such steps as they think fit to carry out any agreement or contract made by or on behalf of the Company;
 - (2) pay costs, charges and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company;
 - (3) purchase or otherwise acquire for the Company any property, rights or privileges that the Company is authorized to acquire, at such price and generally on such terms and conditions as they think fit;
 - (4) pay for any property, rights or privileges acquired by, or services rendered to the Company either wholly or partially in cash or in shares (fully paid-up or otherwise), bonds, debentures or other securities of the Company;
 - (5) subject to the Act, secure the fulfilment of any contracts or engagements entered into by the Company by mortgaging or charging all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit;
 - (6) appoint, remove or suspend at their discretion such experts, managers, secretaries, treasurers, officers, clerks, agents and servants for permanent, temporary or special services, as they from time to time think fit, and determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amounts as they think fit;

- (7) accept a surrender of shares from any shareholder insofar as the law permits and on such terms and conditions as may be agreed;
- (8) appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, execute and do all such deeds and things as may be required in relation to such trust, and provide for the remuneration of such trustee or trustees;
- (9) institute, conduct, defend, compound or abandon any legal proceedings by and against the Company, its directors or its officers or otherwise concerning the affairs of the Company, and also compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company;
- (10) refer any claims or demands by or against the Company to arbitration and observe and perform the awards;
- (11) make and give receipts, releases and other discharges for amounts payable to the Company and for claims and demands of the Company;
- (12) determine who may exercise the borrowing powers of the Company and sign on the Company's behalf bonds, debentures or other securities, bills, notes, receipts, acceptances, assignments, transfers, hypothecations, pledges, endorsements, cheques, drafts, releases, contracts, agreements and all other instruments and documents;
- (13) provide for the management of the affairs of the Company abroad in such manner as they think fit, and in particular appoint any person to be the attorney or agent of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit;
- (14) invest and deal with any funds of the Company in such securities and in such manner as they think fit; and vary or realize such investments;
- (15) subject to the Act, execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property, present and future, as they think fit;
- (16) give any officer or employee of the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company;
- (17) set aside out of the profits of the Company before declaring any dividend such amounts as they think proper as a reserve fund to meet contingencies or provide

for dividends, depreciation, repairing, improving and maintaining any of the property of the Company and such other purposes as the directors may in their absolute discretion think in the interests of the Company; and invest such amounts in such investments as they think fit, and deal with and vary such investments, and dispose of all or any part of them for the benefit of the Company, and divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company without being bound to keep them separate from the other assets;

- (18) make, vary and repeal rules respecting the business of the Company, its officers and employees, the shareholders of the Company or any section or class of them;
- (19) enter into all such negotiations and contracts, rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company;
- (20) provide for the management of the affairs of the Company in such manner as they think fit.

SOLICITORS

- 123. The Company may employ or retain solicitors any of whom may, at the request or on the instruction of the directors, the Chairman, the President or a managing director, attend meetings of the directors or shareholders, whether or not the solicitor is a shareholder or a director of the Company. A solicitor who is also a director may nevertheless charge for services rendered to the Company as a solicitor.

THE SEAL

- 124. The directors shall arrange for the safe custody of the common seal of the Company (the "Seal"). The Seal may be affixed to any instrument in the presence of and contemporaneously with the attesting signature of (i) any director or officer acting within such person's authority or (ii) any person under the authority of a resolution of the directors or a committee thereof. For the purpose of certifying documents or proceedings the Seal may be affixed by any director or the President, a vice-president, the Secretary, an assistant secretary or any other officer of the Company without the authorization of a resolution of the directors.
- 125. The Company may have facsimiles of the Seal which may be used interchangeably with the Seal.

126. The Company may have for use at any place outside the Province of Nova Scotia, as to all matters to which the corporate existence and capacity of the Company extends, an official seal that is a facsimile of the Seal of the Company with the addition on its face of the name of the place where it is to be used; and the Company may by writing under its Seal authorize any person to affix such official seal at such place to any document to which the Company is a party.

DIVIDENDS

127. The directors may from time to time declare such dividend as they deem proper upon shares of the Company according to the rights and restrictions attached to any class or series of shares, and may determine the date upon which such dividend will be payable and that it will be payable to the persons registered as the holders of the shares on which it is declared at the close of business upon a record date. No transfer of such shares registered after the record date shall pass any right to the dividend so declared.
128. Dividends may be paid as permitted by law and, without limitation, may be paid out of the profits, retained earnings or contributed surplus of the Company. No interest shall be payable on any dividend except insofar as the rights attached to any class or series of shares provide otherwise.
129. The declaration of the directors as to the amount of the profits, retained earnings or contributed surplus of the Company shall be conclusive.
130. The directors may from time to time pay to the shareholders such interim dividends as in their judgment the position of the Company justifies.
131. Subject to these Articles and the rights and restrictions attached to any class or series of shares, dividends may be declared and paid to the shareholders in proportion to the amount of capital paid-up on the shares (not including any capital paid-up bearing interest) held by them respectively.
132. The directors may deduct from the dividends payable to any shareholder amounts due and payable by the shareholder to the Company on account of calls, instalments or otherwise, and may apply the same in or towards satisfaction of such amounts so due and payable.
133. The directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
134. The directors may retain the dividends payable upon shares to which a person is entitled or entitled to transfer upon the death or bankruptcy of a shareholder or in any way other than by allotment or transfer, until such person has become registered as the holder of such shares or has duly transferred such shares.

135. When the directors declare a dividend on a class or series of shares and also make a call on such shares payable on or before the date on which the dividend is payable, the directors may retain all or part of the dividend and set off the amount retained against the call.
136. The directors may declare that a dividend be paid by the distribution of cash, paid-up shares (at par or at a premium), debentures, bonds or other securities of the Company or of any other company or any other specific assets held or to be acquired by the Company or in any one or more of such ways.
137. The directors may settle any difficulty that may arise in regard to the distribution of a dividend as they think expedient, and in particular without restricting the generality of the foregoing may issue fractional certificates, may fix the value for distribution of any specific assets, may determine that cash payments will be made to any shareholders upon the footing of the value so fixed or that fractions may be disregarded in order to adjust the rights of all parties, and may vest cash or specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the directors.
138. Any person registered as a joint holder of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.
139. Unless otherwise determined by the directors, any dividend may be paid by a cheque or warrant delivered to or sent through the post to the registered address of the shareholder entitled, or, when there are joint holders, to the registered address of that one whose name stands first on the register for the shares jointly held. Every cheque or warrant so delivered or sent shall be made payable to the order of the person to whom it is delivered or sent. The mailing or other transmission to a shareholder at the shareholder's registered address (or, in the case of joint shareholders at the address of the holder whose name stands first on the register) of a cheque payable to the order of the person to whom it is addressed for the amount of any dividend payable in cash after the deduction of any tax which the Company has properly withheld, shall discharge the Company's liability for the dividend unless the cheque is not paid on due presentation. If any cheque for a dividend payable in cash is not received, the Company shall issue to the shareholder a replacement cheque for the same amount on such terms as to indemnity and evidence of non-receipt as the directors may impose. No shareholder may recover by action or other legal process against the Company any dividend represented by a cheque that has not been duly presented to a banker of the Company for payment or that otherwise remains unclaimed for 6 years from the date on which it was payable.

ACCOUNTS

140. The directors shall cause proper books of account to be kept of the amounts received and expended by the Company, the matters in respect of which such receipts and

expenditures take place, all sales and purchases of goods by the Company, and the assets, credits and liabilities of the Company.

141. The books of account shall be kept at the head office of the Company or at such other place or places as the directors may direct.
142. The directors shall from time to time determine whether and to what extent and at what times and places and under what conditions the accounts and books of the Company or any of them shall be open to inspection of the shareholders, and no shareholder shall have any right to inspect any account or book or document of the Company except as conferred by statute or authorized by the directors or a resolution of the shareholders.
143. At the ordinary general meeting in every year the directors shall lay before the Company such financial statements and reports in connection therewith as may be required by the Act or other applicable statute or regulation thereunder and shall distribute copies thereof at such times and to such persons as may be required by statute or regulation.

AUDITORS AND AUDIT

144. Except in respect of a financial year for which the Company is exempt from audit requirements in the Act, the Company shall at each ordinary general meeting appoint an auditor or auditors to hold office until the next ordinary general meeting. If at any general meeting at which the appointment of an auditor or auditors is to take place and no such appointment takes place, or if no ordinary general meeting is held in any year or period of years, the directors shall appoint an auditor or auditors to hold office until the next ordinary general meeting.
145. The first auditors of the Company may be appointed by the directors at any time before the first ordinary general meeting and the auditors so appointed shall hold office until such meeting unless previously removed by a resolution of the shareholders, in which event the shareholders may appoint auditors.
146. The directors may fill any casual vacancy in the office of the auditor but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.
147. The Company may appoint as auditor any person, including a shareholder, not disqualified by statute.
148. An auditor may be removed or replaced in the circumstances and in the manner specified in the Act.
149. The remuneration of the auditors shall be fixed by the shareholders, or by the directors pursuant to authorization given by the shareholders, except that the remuneration of an auditor appointed to fill a casual vacancy may be fixed by the directors.

150. The auditors shall conduct such audit as may be required by the Act and their report, if any, shall be dealt with by the Company as required by the Act.

NOTICES

151. A notice (including any communication or document) shall be sufficiently given, delivered or served by the Company upon a shareholder, director, officer or auditor by personal delivery at such person's registered address (or, in the case of a director, officer or auditor, last known address) or by prepaid mail, telegraph, telex, facsimile machine or other electronic means of communication addressed to such person at such address.
152. Shareholders having no registered address shall not be entitled to receive notice.
153. All notices with respect to registered shares to which persons are jointly entitled may be sufficiently given to all joint holders thereof by notice given to whichever of such persons is named first in the Register for such shares.
154. Any notice sent by mail shall be deemed to be given, delivered or served on the earlier of actual receipt and the third business day following that upon which it is mailed, and in proving such service it shall be sufficient to prove that the notice was properly addressed and mailed with the postage prepaid thereon. Any notice given by electronic means of communication shall be deemed to be given when entered into the appropriate transmitting device for transmission. A certificate in writing signed on behalf of the Company that the notice was so addressed and mailed or transmitted shall be conclusive evidence thereof.
155. Every person who by operation of law, transfer or other means whatsoever becomes entitled to any share shall be bound by every notice in respect of such share that prior to such person's name and address being entered on the Register was duly served in the manner hereinbefore provided upon the person from whom such person derived title to such share.
156. Any notice delivered, sent or transmitted to the registered address of any shareholder pursuant to these Articles, shall, notwithstanding that such shareholder is then deceased and that the Company has notice thereof, be deemed to have been served in respect of any registered shares, whether held by such deceased shareholder solely or jointly with other persons, until some other person is registered as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice on the heirs, executors or administrators of the deceased shareholder and all joint holders of such shares.
157. Any notice may bear the name or signature, manual or reproduced, of the person giving the notice written or printed.

158. When a given number of days' notice or notice extending over any other period is required to be given, the day of service and the day upon which such notice expires shall not, unless it is otherwise provided, be counted in such number of days or other period.

INDEMNITY

159. Every director or officer, former director or officer, or person who acts or acted at the Company's request, as a director or officer of the Company, a body corporate, partnership or other association of which the Company is or was a shareholder, partner, member or creditor, and the heirs and legal representatives of such person, in the absence of any dishonesty on the part of such person, shall be indemnified by the Company against, and it shall be the duty of the directors out of the funds of the Company to pay, all costs, losses and expenses, including an amount paid to settle an action or claim or satisfy a judgment, that such director, officer or person may incur or become liable to pay in respect of any claim made against such person or 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 Company or such body corporate, partnership or other association, whether the Company is a claimant or party to such action or proceeding or otherwise; and the amount for which such indemnity is proved shall immediately attach as a lien on the property of the Company and have priority as against the shareholders over all other claims.
160. No director or officer, former director or officer, or person who acts or acted at the Company's request, as a director or officer of the Company, a body corporate, partnership or other association of which the Company is or was a shareholder, partner, member or creditor, in the absence of any dishonesty on such person's part, shall be liable for the acts, receipts, neglects or defaults of any other director, officer or such person, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Company through the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or through the insufficiency or deficiency of any security in or upon which any of the funds of the Company are invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any funds, securities or effects are deposited, or for any loss occasioned by error of judgment or oversight on the part of such person, or for any other loss, damage or misfortune whatsoever which happens in the execution of the duties of such person or in relation thereto.

REMINDERS

161. The directors shall comply with the following provisions of the Act or the *Corporations Registration Act* (Nova Scotia) where indicated:
- (1) Keep a current register of shareholders (Section 42).

- (2) Keep a current register of directors, officers and managers, send to the Registrar a copy thereof and notice of all changes therein (Section 98).
- (3) Keep a current register of holders of bonds, debentures and other securities (Section 111 and Third Schedule).
- (4) Call a general meeting every year within the proper time (Section 83). Meetings must be held not later than 15 months after the preceding general meeting.
- (5) Send to the Registrar copies of all special resolutions (Section 88).
- (6) When shares are issued for a consideration other than cash; file a copy of the contract with the Registrar on or before the date on which the shares are issued (Section 109).
- (7) Send to the Registrar notice of the address of the Company's Office and of all changes in such address (Section 79).
- (8) Keep proper minutes of all shareholders' meetings and directors' meetings in the Company's minute book kept at the Company's Office (Sections 89 and 90).
- (9) Obtain a certificate under the *Corporations Registration Act* (Nova Scotia) as soon as business is commenced.
- (10) Send notice of recognized agent to the Registrar under the *Corporations Registration Act* (Nova Scotia).

ANNEX 1

SHL SYSTEMHOUSE CO. (the "Corporation")

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 such holder.

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. Liquidation, Dissolution or Winding-Up

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.

PREFERENCE SHARES

1. Ranking

The Preference Shares shall rank senior to any other shares of the Corporation with respect to the payment of dividends and repayment of capital.

2. Dividends

The holder of the Preference Shares shall be entitled to receive as and when declared by the directors out of the moneys of the Corporation properly applicable to the payment of dividends fixed preferential non-cumulative dividends at a rate determined by the directors

from time to time in their absolute discretion, such dividends not to exceed eight percent (8%) of the Redemption Amount (as hereinafter defined) per annum per share and no more.

3. Non-Voting Rights

Except as otherwise provided in the *Companies Act* (the "Act"), the holders of the Preference Shares shall not be entitled to receive notice of, or to attend or to vote at any meeting of the shareholders of the Corporation.

4. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation whether voluntary or involuntary, the holders of the Preference Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other class of shares of the Corporation ranking junior to the Preference Shares, an amount equal to the Redemption Price (as hereinafter defined).

5. Redemption at the Option of the Corporation

Subject to the Act, the Corporation shall, at its option, be entitled to redeem at any time or times all or any part of the Preference Shares registered in the name of any holder of any such Preference Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder specifying:

- (a) that the corporation desires to redeem all or any part of the Preference Shares registered in the name of such holder; and
- (b) if part only of the Preference Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and
- (c) the business day (in this paragraph referred to as the "redemption date") on which the Corporation desires to redeem such Preference Shares. Such notice shall specify a redemption date which shall not be less than thirty (30) days after the date on which the notice is given by the Corporation or such shorter period of time as the Corporation and the holder of any such Preference Shares may agree; and
- (d) the place of redemption.

The Corporation shall, on the redemption date, redeem such Preference Shares by paying to such holder an amount equal to the Redemption Price on presentation and surrender of the

certificate(s) for the Preference Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque payable in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price, is not made on the redemption date, or on presentation and surrender of the certificate(s) for the Preference Shares so called for redemption, whichever is later in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of such Preference Shares are to be redeemed the Preference Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Preference Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. Redemption at the Option of the Holder

(a) Subject to the Act, a holder of any Preference Shares shall be entitled to require the Corporation to redeem at any time or times any Preference Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Preference Shares which the holder desires to have the Corporation redeem together with a request in writing (in this paragraph referred to as a "redemption demand") specifying:

- (i) that the holder desires to have the Preference Shares represented by such certificate redeemed by the Corporation; and,
- (ii) the business day (in this paragraph referred to as the "redemption date") on which the holder desires to have the Corporation redeem such Preference Shares. The redemption demand shall specify a redemption date which shall not be less than thirty (30) days after the date on which the redemption demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.

The Corporation shall, on such redemption date, subject to paragraph 6(b) below, redeem all Preference Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price therefor on presentation and surrender of the certificate(s) for the Preference Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference

Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date, such Preference Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price is not made on the redemption date, in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

7. Partial Redemption

If less than all Preference Shares represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Preference Shares which have not been redeemed.

8. Definitions

With respect to the Preference Shares, the following terms shall have the meaning ascribed to it below:

- (i) "Redemption Amount" in respect of each Preference Share means Cdn. \$1.00;
- (ii) "Redemption Price" in respect of each Preference Share means the Redemption Amount together with all dividends declared thereon and unpaid to the date of liquidation, dissolution or winding up of the Corporation or date of redemption of such Preference Share, as the case may be.



Nova Scotia

CERTIFICATE OF AMENDMENT

Companies Act

Registry Number

3012443

I Hereby Certify that

SHL SYSTEMHOUSE LIMITED

(formerly SHL SYSTEMHOUSE CO.) has by Special Resolution filed April 22, 1999, terminated the status of the Company as an unlimited liability company so that the Company be registered as a limited liability company pursuant to Section 68 of the Companies Act (Nova Scotia).

I Further Certify that by the said Special Resolution, the objects of the Company are amended as set out in the attached Schedule "A".

N M Homans

Deputy Registrar of Joint Stock Companies

April 22, 1999

Date of Amendment

SHL SYSTEMHOUSE CO.
(the "Company")

SPECIAL RESOLUTION OF SHAREHOLDERS



BE IT RESOLVED THAT:

1. The status of the Company as an unlimited Company be terminated and that the Company be registered as a limited company pursuant to section 68 of the Nova Scotia *Companies Act* (the "Act").
2. The Memorandum of Association of the Company be repealed and that a new Memorandum of Association in the form attached hereto as Schedule "A" is hereby adopted effective upon the registration of the Company as a limited company pursuant to section 68 of the Act.
3. The Articles of Association of the Company be repealed and that new Articles of Association in the form attached hereto as Schedule "B" are hereby adopted effective upon the registration of the Company as a limited company pursuant to section 68 of the Act.

CERTIFICATE

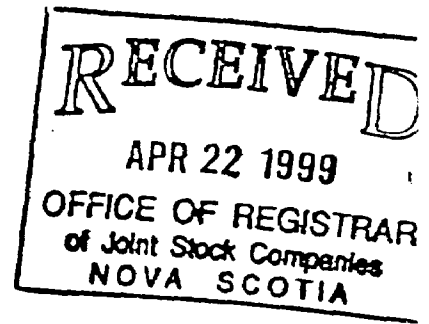
I hereby certify that the foregoing is a true copy of a special resolution dated the 22nd day of April, 1999 signed by all the shareholders of the Company in the manner authorized by law and that such special resolution is now in full force and effect.

DATED this 22nd day of April, 1999.

A handwritten signature in cursive script, appearing to be "W. L. L.", written in black ink.

Secretary, SHL Systemhouse Co.

SCHEDULE "A"



MEMORANDUM OF ASSOCIATION

OF

SHL SYSTEMHOUSE LIMITED

1. The name of the Company in all its language forms is:

SHL Systemhouse Limited

2. The Company shall have all the powers, capacity, rights and privileges of a natural person including the capacity, without the confirmation of the Supreme Court of Nova Scotia, or a Judge thereof, to:

- (a) sell or dispose of its undertaking, or a substantial part thereof;
- (b) distribute any of its property in specie among its members; or
- (c) amalgamate with any company or other body of persons.

3. The liability of the members is limited.

4. The capital of the company shall consist of:

100,000 common shares without nominal or par value and 2,000,000,000 preferred shares without nominal or par value each having the rights, restrictions, conditions and limitations set forth in Annex I hereto with power to divide the shares in the capital for the time being into several classes and/or to attach thereto respectively any preferential, deferred or qualified rights, privileges or conditions, including restrictions on voting rights and including redemption and purchase of such shares, subject however to the provisions of the Companies Act.

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 such holder.

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. Liquidation, Dissolution or Winding-Up

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.

PREFERENCE SHARES**1. Ranking**

The Preference Shares shall rank senior to any other shares of the Corporation with respect to the payment of dividends and repayment of capital.

2. Dividends

The holder of the Preference Shares shall be entitled to receive as and when declared by the directors out of the moneys of the Corporation properly applicable to the payment of dividends fixed preferential non-cumulative dividends at a rate determined by the directors

from time to time in their absolute discretion, such dividends not to exceed eight percent (8%) of the Redemption Amount (as hereinafter defined) per annum per share and no more.

3. Non-Voting Rights

Except as otherwise provided in the *Companies Act* (the "Act"), the holders of the Preference Shares shall not be entitled to receive notice of, or to attend or to vote at any meeting of the shareholders of the Corporation.

4. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Corporation whether voluntary or involuntary, the holders of the Preference Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other class of shares of the Corporation ranking junior to the Preference Shares, an amount equal to the Redemption Price (as hereinafter defined).

5. Redemption at the Option of the Corporation

Subject to the Act, the Corporation shall, at its option, be entitled to redeem at any time or times all or any part of the Preference Shares registered in the name of any holder of any such Preference Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder specifying:

- (a) that the corporation desires to redeem all or any part of the Preference Shares registered in the name of such holder; and
- (b) if part only of the Preference Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and
- (c) the business day (in this paragraph referred to as the "redemption date") on which the Corporation desires to redeem such Preference Shares. Such notice shall specify a redemption date which shall not be less than thirty (30) days after the date on which the notice is given by the Corporation or such shorter period of time as the Corporation and the holder of any such Preference Shares may agree; and
- (d) the place of redemption.

The Corporation shall, on the redemption date, redeem such Preference Shares by paying to such holder an amount equal to the Redemption Price on presentation and surrender of the

certificate(s) for the Preference Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque payable in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price, is not made on the redemption date, or on presentation and surrender of the certificate(s) for the Preference Shares so-called for redemption, whichever is later in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of such Preference Shares are to be redeemed the Preference Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Preference Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. Redemption at the Option of the Holder

(a) Subject to the Act, a holder of any Preference Shares shall be entitled to require the Corporation to redeem at any time or times any Preference Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Preference Shares which the holder desires to have the Corporation redeem together with a request in writing (in this paragraph referred to as a "redemption demand") specifying:

- (i) that the holder desires to have the Preference Shares represented by such certificate redeemed by the Corporation; and,
- (ii) the business day (in this paragraph referred to as the "redemption date") on which the holder desires to have the Corporation redeem such Preference Shares. The redemption demand shall specify a redemption date which shall not be less than thirty (30) days after the date on which the redemption demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.

The Corporation shall, on such redemption date, subject to paragraph 6(b) below, redeem all Preference Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price therefor on presentation and surrender of the certificate(s) for the Preference Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference

Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date, such Preference Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price is not made on the redemption date, in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

7. **Partial Redemption**

If less than all Preference Shares represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Preference Shares which have not been redeemed.

8. **Definitions**

With respect to the Preference Shares, the following terms shall have the meaning ascribed to it below:

- (i) "Redemption Amount" in respect of each Preference Share means Cdn. \$1.00;
- (ii) "Redemption Price" in respect of each Preference Share means the Redemption Amount together with all dividends declared thereon and unpaid to the date of liquidation, dissolution or winding up of the Corporation or date of redemption of such Preference Share, as the case may be.



Ministry of
Consumer and
Ontario Commercial Relations

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

1261957

CERTIFICATE
This is to certify that these
articles are effective on

APRIL 22 AVRIL, 1999

[Signature]

Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

ARTICLES OF CONTINUANCE
STATUTS DE PROROGATION

Form 6
Business
Corporations
Act

Formule
numéro 6
Loi sur les
compagnies

1. The name of the corporation is: *Dénomination sociale de la compagnie:*

S H L S Y S T E M H O U S E L I M I T E D

2. The corporation is to be continued under the name *Nouvelle dénomination sociale de la compagnie (si elle*
(if different from 1): *différente de celle inscrite ci-dessus):*

E D S S Y S T E M H O U S E I N C .

3. Name of jurisdiction the corporation is leaving: *Nom de l'état que quitte la compagnie:*

Nova Scotia

(Name of jurisdiction) *(Nom de l'état)*

4. Date of incorporation/amalgamation: *Date de la constitution ou de la fusion:*

27 September 1997

(Day, Month, Year) *(jour, mois, année)*

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

33 Yonge Street, Suite 500

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

Toronto

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

M | 5 | E | 1 | G | 4

(Postal Code/Code postal)

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

Minimum of one (1) and maximum of ten (10)

7. The director(s) is/are: *Administrateur(s):*

<i>First name, initials and surname Prénom, initiales et nom de famille</i>	<i>Address for service, giving Street & No. or R.R. No., Municipality and Postal Code Domicile élu, y compris la rue et le numéro, le numéro de la R.R. ou le nom de la municipalité et le code postal</i>	<i>Resident Canadian State Yes or No Résident Canadien Oui/Non</i>
Richard B. Austin	33 Yonge Street, Suite 500 Toronto, Ontario M5E 1G4	Yes

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

None.

9. 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 société est autorisée à émettre:

100,000 Common Shares and 2,000,000,000 Preference Shares.

10. 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:

The Common Shares and the Preference Shares shall have attached thereto the respective rights, privileges, restrictions and conditions hereinafter set forth, that is to say:

COMMON SHARES

1. Voting Rights

The holders of the Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of the shareholders of the Corporation, except where the holders of a specified class of shares are entitled to vote separately as a class as provided in the *Business Corporations Act* (Ontario) (the "Act") and each Common Share shall confer the right to 1 vote in person or by proxy at all meetings of the shareholders of the Corporation.

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. Liquidation, Dissolution or Winding-Up

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.

PREFERENCE SHARES

1. Ranking

The Preference Shares shall rank senior to any other shares of the Corporation with respect to the payment of dividends and repayment of capital.

2. Dividends

The holders of the Preference Shares shall be entitled to receive, as and when declared by the directors out of the moneys of the Corporation properly applicable to the payment of dividends, fixed preferential non-cumulative dividends at a rate determined by the directors from time to time in their absolute discretion, such dividends not to exceed eight percent (8%) of the Redemption Amount (as hereinafter defined) per annum per share and no more.

3. Non-Voting Rights

The holders of the Preference Shares shall not, as such, be entitled to receive notice of or to attend at any meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings (except where the holders of a specified class of shares are entitled to vote separately as a class as provided in the Act). Notwithstanding the aforesaid restrictions, conditions or prohibitions on the right to vote, the holders of the Preference Shares are entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation under subsection 184(3) of the Act, as such subsection may be amended from time to time.

4. Liquidation, Dissolution or Winding-Up

In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of the Preference Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other class of shares of the Corporation ranking junior to the Preference Shares, an amount equal to the Redemption Amount (as hereinafter defined).

5. Redemption at the Option of the Corporation

Subject to the Act, the Corporation shall, at its option, be entitled to redeem at any time or times all or any part of the Preference Shares registered in the name of any holder of any such Preference Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder specifying:

- (a) that the Corporation desires to redeem all or any part of the Preference Shares registered in the name of such holder; and

- (b) if part only of the Preference Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and
- (c) the business day (in this paragraph referred to as the "redemption date") on which the Corporation desires to redeem such Preference Shares. Such notice shall specify a redemption date which shall not be less than thirty (30) days after the date on which the notice is given by the Corporation or such shorter period of time as the Corporation and the holder of any such Preference Shares may agree; and
- (d) the place of redemption.

The Corporation shall, on the redemption date, redeem such Preference Shares by paying to such holder an amount equal to the Redemption Price on presentation and surrender of the certificate(s) for the Preference Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque payable in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date, the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price is not made on the redemption date, or on presentation and surrender of the certificate(s) for the Preference Shares so called for redemption, whichever is later, in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

Where at any time some but not all of such Preference Shares are to be redeemed, the Preference Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Preference Shares registered in the name of each holder, or in such other manner as the board of directors determines.

6. Redemption at the Option of the Holder

- (a) Subject to the Act, a holder of any Preference Shares shall be entitled to require the Corporation to redeem at any time or times any Preference Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Preference Shares which the holder desires to have the Corporation redeem together with a request in writing (in this paragraph referred to as a "redemption demand") specifying:

- (i) that the holder desires to have the Preference Shares represented by such certificate redeemed by the Corporation; and
- (ii) the business day (in this paragraph referred to as the "redemption date") on which the holder desires to have the Corporation redeem such Preference Shares. The redemption demand shall specify a redemption date which shall not be less than thirty (30) days after the date on which the redemption demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.

The Corporation shall, on such redemption date, redeem all Preference Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price thereof on presentation and surrender of the certificate(s) for the Preference Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Preference Shares shall thereupon be cancelled and the Preference Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque in the amount of the aggregate Redemption Price for the Preference Shares to be redeemed or such other form as the holder and the Corporation may agree. From and after the redemption date, such Preference Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preference Shares in respect thereof unless payment of the said Redemption Price is not made on the redemption date, in which case the rights of the holder of the said Preference Shares shall remain unaffected until payment in full of the Redemption Price.

7. Partial Redemption

If less than all Preference Shares represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Preference Shares which have not been redeemed.

8. Definitions

With respect to the Preference Shares, the following terms shall have the meaning ascribed to it below:

- (a) "Redemption Amount" in respect of each Preference Share means Cdn. \$1.00;
- (b) "Redemption Price" in respect of each Preference Share means the Redemption Amount together with all dividends declared thereon and unpaid to the date of liquidation, dissolution or winding up of the Corporation or date of redemption of such Preference Share, as the case may be.

11. 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 restreint. Les restrictions, s'il y a lieu, sont les suivantes:

The transfer of shares is restricted in that no share shall be transferred without either (a) the consent of the directors of the Corporation expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all of such directors, or (b) the consent of the holders of shares to which are attached more than 50% of the voting rights attaching to all shares for the time being outstanding entitled to vote at such time expressed by a resolution passed by such shareholders at a meeting duly called and constituted for that purpose or by an instrument or instruments in writing signed by all of such shareholders.

12. Other provisions, if any, are:

Autres dispositions, s'il y a lieu:

- 12.1 The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- 12.2 Any invitation to the public to subscribe for any securities of the Corporation is prohibited.

13. The corporation has complied with subsection 180(3) of the Business Corporations Act.

La compagnie s'est conformée aux dispositions du paragraphe 180(3) de la Loi sur les compagnies.

14. The continuation of the corporation under the laws of the Province of Ontario has been properly authorized under the laws of the jurisdiction in which the corporation was incorporated/amalgamated or previously continued on

La prorogation de la compagnie en vertu des lois de la province de l'Ontario a été dûment autorisée en vertu des lois de l'autorité législative sous le régime de laquelle la compagnie a été constituée ou fusionnée ou prorogée.

22 April 1999

(Day, Month, Year)
(jour, mois, année)

15. The corporation is to be continued under the Business Corporations Act to the same extent as if it had been incorporated thereunder.

La prorogation de la compagnie en vertu de la Loi sur les compagnies a le même effet que si la compagnie avait été constituée en vertu de cette Loi.

These articles are signed in duplicate.

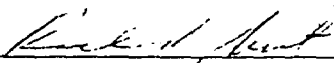
Les présents statuts sont signés en double exemplaire.

SHL SYSTEMHOUSE LIMITED

(Name of Corporation)

(Dénomination sociale de la compagnie)

By/Par:



Vice-President

(Signature)

(Description of Office)

(Signature)

(Fonction)

Richard B. Austin

1347164



Ministry of
Consumer and
Commercial Relations
Ontario

Ministère de
la Consommation
et du Commerce

CERTIFICATE
This is to certify that those
articles are effective on

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

APRIL 22 AVRIL, 1999

Paul D. Hill

Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

Form 4
Business
Corporations
Act

Formule
numero 4
Loi sur les
compagnies

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

1. The name of the amalgamated corporation is: *Dénomination sociale de la compagnie issue de la fusion:*
E D S S Y S T E M H O U S E I N C .

2. The address of the registered office is: *Adresse du siège social:*
33 Yonge Street, Suite 500

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

Toronto

M 5 E 1 G 4

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

(Postal Code/Code postal)

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

Minimum of one (1) and maximum of ten (10).

4. The director(s) is/are: *Administrateur(s):*

First name, initials and surname <i>Prénom, initiales et nom de famille</i>	Address for service, giving Street & No. or R.R. No., Municipality and Postal Code <i>Domicile élu, y compris la rue et le numéro, le numéro de la R.R. ou le nom de la municipalité et le code postal</i>	Resident Canadian State Yes or No <i>Résident Canadien Oui/Non</i>
Paul J. Chiapparone	5400 Legacy Drive, H3-GE-S7 Plano, Texas 75024-3105	No
Sheelagh D. Whittaker	33 Yonge Street, Suite 500 Toronto, Ontario M5E 1G4	Yes
Allan G. Hurd	33 Yonge Street, Suite 500 Toronto, Ontario M5E 1G4	Yes
Richard B. Austin	33 Yonge Street, Suite 500 Toronto, Ontario M5E 1G4	Yes

G. Stuart Reeves

5400 Legacy Drive, H3-GE-S7
Plano, Texas 75024-3105

TRADEMARK
REEL: 002253 FRAME: 0390

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.

Check Cocher
A or B A ou B

(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 constitutifs de

E.D.S. OF CANADA, LTD.

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts

Names of amalgamating corporations <i>Dénomination sociale des compagnies qui fusionnent</i>	Ontario Corporation Number <i>Numero de la compagnie en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>
E.D.S. OF CANADA, LTD.	1111215	April 22, 1999
EDS SYSTEMHOUSE INC.	1261957	April 22, 1999

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.

No restrictions.

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.

- (a) Unlimited number of class A shares;
- (b) Unlimited number of class B shares; and
- (c) Unlimited number of class C 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:

1. The class A shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) **Voting Rights.** Subject to the proviso below, each class A share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Corporation (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Ontario Business Corporations Act (hereinafter referred to as the "Act")); provided, however, that for so long as any Class B share is issued and outstanding, subject to the provisions of the Act or as otherwise expressly provided herein, the holders of Class A shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Corporation and provided further that if a meeting of shareholders has been called but not yet held on a date which a Class B Share is issued and outstanding, then the holders of the Class A shares shall not, subject to the provisions of the Act or as otherwise expressly provided herein, be entitled to attend or vote at such meeting, but rather the holders of the Class B shares shall be entitled to receive notice of, attend and vote at such meeting.
- (b) **Dividends.** The holders of the class A shares shall be entitled to receive, as and when declared by the board of directors, subject to the rights, privileges, restrictions and conditions attaching to the class B shares and the class C shares, dividends payable in money, property or by the issue of fully paid shares of any class of the capital of the Corporation.
- (c) **Liquidation, Dissolution or Winding-up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, subject to the rights, privileges, restrictions and conditions attaching to the class B shares and the class C shares, the holders of the class A shares shall be entitled to receive the remaining property of the Corporation.

(d) **Purchase by Corporation.** Subject to the provisions of the Act, the Corporation may purchase for cancellation at any time all, or from time to time any number, of the outstanding class A shares in the open market or pursuant to private contract with one or more holders of class A shares or tenders received by the Corporation upon invitation for tenders addressed to all holders of the class A shares at the lowest price or prices at which, in the opinion of the directors, the shares are obtainable. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class A shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

2. The class B shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) **Voting Rights.** Each class B share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Corporation (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Act).

(b) **Dividends.** The holders of the class B shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class C shares and the class A shares or any other shares ranking junior to the class B shares, cumulative dividends at a fixed rate of seven percent (7%) per annum calculated on the Class B Liquidation Amount (as defined in paragraph 2(e)) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Corporation. The holders of the class B shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of the class B shares shall be entitled to receive for each class B share, in preference and priority to any distribution of the property or assets of the Corporation to the holders of the class C

shares and the class A shares, or any other shares ranking junior to the class B shares, an amount equal to the Class B Liquidation Amount of each such share plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Corporation.

(d) **Purchase by Corporation.** The Corporation may purchase for cancellation at any time all, or from time to time any part, of the class B shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class B shares then outstanding, or by invitation for tenders addressed to all the holders of the class B shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class B Liquidation Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class B shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(e) **Class B Liquidation Amount.** For the purposes of the foregoing paragraphs 2 (b), (c) and (d), the "Class B Liquidation Amount" of each class B share shall be an amount equal to one dollar in the lawful currency of the United States of America (USD 1.00).

(f) **Amendments.** No change to any of the provisions of paragraphs 2 (a) to e) or of this paragraph (h) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class B shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class B shares, in addition to any other approval required by the Act.

3. The class C shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) **Voting Rights.** The holders of the class C shares shall not be entitled as such to receive notice of, nor to attend or to vote at, any meetings of the shareholders of the Corporation (except meetings at which the holders of the class C shares are entitled to vote pursuant to the provisions of the Act).

(b) **Dividends.** Subject to paragraph 3(c), the holders of the class C shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class A shares or any other shares ranking junior to the class C shares, but after payment of dividends to the holders of the class B shares, cumulative dividends at a rate determined in accordance with the provisions of this paragraph 3(b), calculated on the Class C Liquidation Amount (as defined in paragraph 3(f)), and such dividends shall be payable in money, property or by the issuance of fully paid shares of any class of the capital of the Corporation. The rate at which the holders of the class C shares shall be entitled to receive dividends as aforesaid for each period beginning with a particular Dividend Rate Date and ending immediately prior to the following Dividend Rate Date (a "Dividend Period") shall be set or reset, as the case may be, on each such particular Dividend Rate Date to the rate determined in accordance with the Dividend Rate Formula in respect of that particular Dividend Rate Date. For the purposes of this paragraph 3(b):

- (i) a "Dividend Rate Date" shall mean any date which is:
 - (A) the date of the issuance from time to time of any class C share; or,
 - (B) the anniversary date of a Dividend Rate Date following which no class C share is issued during the period of twelve (12) months ending immediately before such anniversary date;

the "Dividend Rate Formula" in respect of any particular Dividend Rate Date shall mean the Thirty-Year U.S. Treasury Maturity Rate in respect of that Dividend Rate Date plus eighty-five one hundredths of one percent (0.85%);

the "Thirty-Year U.S. Treasury Maturity Rate" in respect of any particular Dividend Rate Date shall mean the arithmetic average, rounded to the nearest five hundredths of one percent (0.05%), of the two most recent weekly per annum Thirty Year Average Yields as published by the U.S. Federal Reserve Board during the preceding fourteen (14) calendar days before that Dividend Rate Date; and

a "Thirty Year Average Yield" shall mean the average yield to maturity for actively traded marketable United States Treasury fixed-interest-rate securities (adjusted to constant maturities of thirty years); and,

the "U.S. Federal Reserve Board" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

The Secretary of the Corporation shall no later than fifteen (15) days after each Dividend Rate Date file a certificate signed by him in the minute book of the Corporation, which certificate shall set out the dividend rate of the class C shares as set for the relevant Dividend Period after such Dividend Rate Date. The Secretary of the Corporation shall cause a copy of the certificate to be delivered to all registered holders of class C shares; such certificate shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of each such holder, as it appears on the records of the Corporation, or in the event that the address of any such holder does not appear on the records of the Corporation, then to the last address of such holder known to the Corporation. Subject to paragraph 3(c), the holders of the class C shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

- (c) Class A Dividend Amount. Notwithstanding paragraph 3(b), the holders of the class C shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class A shares or any other shares ranking junior to the class C shares, but after payment of dividends to the holders of the class B shares, cumulative dividends in an amount per class C share in respect of a particular Dividend Period equal to fourteen ten thousandths of one percent (0.0014%) of the amount, if any, declared as a dividend on any class A share during that Dividend Period.
- (d) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of the class C shares shall be entitled to receive for each class C share, in preference and priority to any distribution of the property or assets of the Corporation to the holders of the class A shares or to any other shares ranking junior to the class C shares, but after distribution to the holders of the class B shares, an amount equal to the Class C Liquidation Amount plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Corporation.
- (e) Purchase by Corporation. The Corporation may purchase for cancellation at any time all, or from time to time any part, of the class C shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class C shares then

outstanding, or by invitation for tenders addressed to all the holders of the class C shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class C Liquidation Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class C shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(f) **Class C Liquidation Amount.** For the purposes of the foregoing paragraphs 3 (b), (c), (d) and (e), the "Class C Liquidation Amount" of each class C share shall be an amount equal to one dollar in the lawful currency of the United States of America (USD 1.00).

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 restreint. Les restrictions, s'il y a lieu, sont les suivantes:

None

10. Other provisions, if any, are:

Autres dispositions, s'il y a lieu:

10.1 Without in any way limiting the powers conferred upon the Corporation and its directors by the *Business Corporations Act* (Ontario), or any successor statute, the board of directors may from time to time, in such amounts and on such terms as it deems expedient charge, mortgage, hypothecate or pledge all or any of the currently owned or subsequently acquired real or personal, movable or immovable, property of the Corporation, including book debts, rights, powers, franchises and undertaking, to secure any debt obligations or any money borrowed, or other debt or liability of the Corporation.

The board of directors may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the board all or any of the powers conferred on the board above to such extent and in such manner as the board shall determine at the time of each such delegation.

10.2 The Corporation may use and be legally designated by the following name:

E.D.S. DU CANADA, LTEE

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.*

E.D.S. OF CANADA, LTD.

By: Sheelagh D. Whittaker

Name: Sheelagh D. Whittaker

Title: President

EDS SYSTEMHOUSE INC.

By: Sheelagh D. Whittaker

Name: Sheelagh D. Whittaker

Title: President

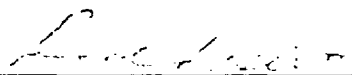
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

I, Richard B. Austin, of the City of Toronto, in the Province of Ontario, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act").
2. I am an Assistant Secretary of E.D.S. of Canada, Ltd. and as such have knowledge of its affairs.
3. I am the Vice-President of EDS Systemhouse Inc. and as such have knowledge of its affairs.
4. I have conducted such examinations of the books and records of E.D.S. of Canada, Ltd. and EDS Systemhouse Inc. (the "Amalgamating Corporations") as are necessary to enable me to make the statements hereinafter set forth.
5. There are reasonable grounds for believing that:
 - (a) Each of the Amalgamating Corporations is and EDS Systemhouse Inc., the corporation continuing from the amalgamation of the Amalgamating Corporations (the "Corporation"), will be able to pay its liabilities as they become due, and
 - (b) The realizable value of the Corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
6. There are reasonable grounds for believing that no creditor of either of the Amalgamating Corporations will be prejudiced by the amalgamation.
7. Based on the statements made above, neither of the Amalgamating Corporations is obligated to give notice to any creditor.

DATED this 22ND day of April, 1999.



Richard B. Austin

SCHEDULE "B-1"

E.D.S. OF CANADA, LTD.
(the "Corporation")

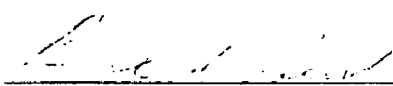
"WHEREAS the Corporation has decided to amalgamate with its subsidiary, EDS Systemhouse Inc., pursuant to subsection 177(1) of the *Business Corporations Act* (Ontario):

NOW THEREFORE BE IT RESOLVED THAT:

1. The amalgamation of the Corporation and EDS Systemhouse Inc. under the *Business Corporations Act* (Ontario) pursuant to subsection 177(1) thereof, be and the same is hereby approved;
2. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of incorporation, as amended, of the Corporation, except that the name of the amalgamated corporation shall be "EDS Systemhouse Inc.";
3. The by-laws of the amalgamated corporation shall be the same as the by-laws of the Corporation;
4. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation; and
5. The amalgamation shall be effective upon the date on which the articles of amalgamation are filed with the Companies Branch of the Ministry of Consumer and Commercial Relations (Ontario), with such date being requested to be the date of issuance of the Certificate of Amalgamation; and
6. Any officer or director of the Corporation be and is hereby authorized to do all things and execute all instruments and documents necessary or desirable to carry out and give effect to the foregoing."

CERTIFIED to be a true and accurate copy of a resolution of the directors of the Corporation, passed by or consented to in accordance with the provisions of the *Business Corporations Act* (Ontario), on the 22ND day of April, 1999, which resolution is still in full force and effect unamended, as of the date hereof.

DATED this 22ND day of April, 1999.



Richard B. Austin
Assistant Secretary

SCHEDULE "B-2"

EDS SYSTEMHOUSE INC.
(the "Corporation")

"WHEREAS the Corporation is a subsidiary of and has agreed to amalgamate with E.D.S. of Canada, Ltd. pursuant to subsection 177(1) of the *Business Corporations Act* (Ontario);


NOW THEREFORE BE IT RESOLVED THAT:

1. The amalgamation of the Corporation and E.D.S. of Canada, Ltd. under the *Business Corporations Act* (Ontario) pursuant to subsection 177(1) thereof, be and the same is hereby approved;
2. Subject to the endorsement of a Certificate of Amalgamation pursuant to subsection 178(4) of the *Business Corporations Act* (Ontario), and without affecting the validity of the incorporation and existence of the Corporation under its articles of continuance and of any act thereunder, all shares of the capital of the Corporation, including all shares which have been issued and are outstanding at the date hereof, be and the same are hereby 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 incorporation, as amended, of E.D.S. of Canada, Ltd., except that the name of the amalgamated corporation shall be "EDS Systemhouse Inc.";
4. The by-laws of the amalgamated corporation shall be the same as the by-laws of E.D.S. of Canada, Ltd.;
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation; and
6. The amalgamation shall be effective upon the date on which the articles of amalgamation are filed with the Companies Branch of the Ministry of Consumer and Commercial Relations (Ontario), with such date being requested to be the date of issuance of the Certificate of Amalgamation; and
7. Any officer or director of the Corporation is hereby authorized to do all things and execute all instruments and documents necessary or desirable to carry out and give effect to the foregoing."

CERTIFIED to be a true and accurate copy of a resolution of the sole director of the Corporation, passed by or consented to in accordance with the provisions of

the *Business Corporations Act* (Ontario), on the 22nd day of April, 1999, which resolution is still in full force and effect unamended, as of the date hereof.

DATED this 22nd day of April, 1999.



Richard B. Austin
Vice-President

5 The amendment has been duly authorized as required *La modification a été dûment autorisée conformément aux*
 by Sections 168 & 170 (as applicable) of the Business *articles 168 et 170 (selon le cas) de la Loi sur les sociétés*
 Corporations Act *par actions*

6 The resolution authorizing the amendment was *Les actionnaires ou les administrateurs (selon le cas) de*
 approved by the shareholders/directors (as applica- *la société ont approuvé la résolution autorisant la*
 ble) of the corporation on *modification le*

SEPTEMBER 27, 1999

(Year, Month, Day)
 (année, mois, jour)

These articles are signed in duplicate

Les présents statuts sont signés en double exemplaire

EDS SYSTEMHOUSE INC.

(Name of Corporation)
 (Dénomination sociale de la société)

By/Par *Richard B. Austin*
 (Signature)
 (Signature)

Richard B. Austin, Assistant Secretary
 (Description of Office)
 (Fonction)

Statutory Services Ltd.
 15 236-6986 04/1999



**Certificate
of Continuance**

**Canada Business
Corporations Act**

**Certificat
de prorogation**

**Loi canadienne sur
les sociétés par actions**

EDS CANADA INC.

373852-3

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the above-named corporation was continued under section 187 of the *Canada Business Corporations Act*, as set out in the attached articles of continuance.

Je certifie que la société susmentionnée a été prorogée en vertu de l'article 187 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de prorogation ci-jointes.

Director - Directeur

April 1, 2000 / le 1 avril 2000

Date of Continuance - Date de la prorogation

CANADA BUSINESS CORPORATIONS ACT

FORM 11
ARTICLES OF CONTINUANCE
(SECTION 187)

1. Name of corporation:

EDS CANADA INC.

2. The place in Canada where the registered office is to be situated:

City of Toronto

3. The classes and any maximum number of shares that the corporation is authorized to issue:

An unlimited number of class A shares;
An unlimited number of class B shares; and
An unlimited number of class C shares.

The class A shares, class B shares and class C shares shall have attached thereto the rights, privileges, restrictions and conditions as set out on Schedule A attached hereto.

4. Restrictions, if any, on share transfers:

None

5. Number (or minimum and maximum number) of directors:

A minimum of one (1) and a maximum of ten (10).

6. Restrictions, if any, on business the corporation may carry on:

None.

7. (1) If change of name effected, previous name:

EDS Systemhouse Inc.

(2) Details of incorporation:

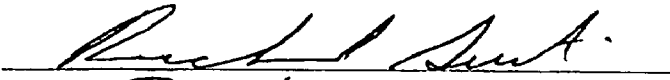
Formed by Certificate and Articles of Amalgamation dated April 22, 1999 under the Business Corporations Act (Ontario);

Certificate and Articles of Amendment dated November 10, 1999 removing French version of the name;

8. Other provisions, if any:

- (a) The directors may appoint one or more directors, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.

Date: March 27, 2000


Title: *Director*

373852-3

MAR 31 2000

SCHEDULE A

CONDITIONS ATTACHING TO THE SHARES OF EDS CANADA INC.

1. The class A shares shall have attached thereto the following rights, privileges, restrictions and conditions:
 - (a) **Voting Rights.** Subject to the proviso below, each class A share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Corporation (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Canada Business Corporations Act (hereinafter referred to as the "Act")); provided, however, that for so long as any class B share is issued and outstanding, subject to the provisions of the Act or as otherwise expressly provided herein, the holders of class A shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Corporation and provided further that if a meeting of shareholders has been called but not yet held on a date which a class B share is issued and outstanding, then the holders of the class A shares shall not, subject to the provisions of the Act or as otherwise expressly provided herein, be entitled to attend or vote at such meeting, but rather the holders of the class B shares shall be entitled to receive notice of, attend and vote at such meeting.
 - (b) **Dividends.** The holders of the class A shares shall be entitled to receive, as and when declared by the board of directors, subject to the rights, privileges, restrictions and conditions attaching to the class B shares and the class C shares, dividends payable in money, property or by the issue of fully paid shares of any class of the capital of the Corporation.
 - (c) **Liquidation, Dissolution or Winding-up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, subject to the rights, privileges, restrictions and conditions attaching to the class B shares and the class C shares, the holders of the class A shares shall be entitled to receive the remaining property of the Corporation.

(d) **Purchase by Corporation.** Subject to the provisions of the Act, the Corporation may purchase for cancellation at any time all, or from time to time any number, of the outstanding class A shares in the open market or pursuant to private contract with one or more holders of class A shares or tenders received by the Corporation upon invitation for tenders addressed to all holders of the class A shares at the lowest price or prices at which, in the opinion of the directors, the shares are obtainable. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class A shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

2. The class B shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) **Voting Rights.** Each class B share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Corporation (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Act).

(b) **Dividends.** The holders of the class B shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class C shares and the class A shares or any other shares ranking junior to the class B shares, cumulative dividends at a fixed rate of seven percent (7%) per annum calculated on the Class B Liquidation Amount (as defined in paragraph 2(e)) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Corporation. The holders of the class B shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of the class B shares shall be entitled to receive for each class B share, in preference and priority to any distribution of the property or assets of the Corporation to the holders of the class C

shares and the class A shares, or any other shares ranking junior to the class B shares, an amount equal to the Class B Liquidation Amount of each such share plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Corporation.

- (d) **Purchase by Corporation.** The Corporation may purchase for cancellation at any time all, or from time to time any part, of the class B shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class B shares then outstanding, or by invitation for tenders addressed to all the holders of the class B shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class B Liquidation Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class B shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.
- (e) **Class B Liquidation Amount.** For the purposes of the foregoing paragraphs 2 (b), (c) and (d), the "Class B Liquidation Amount" of each class B share shall be an amount equal to one dollar in the lawful currency of the United States of America (USD 1.00).
- (f) **Amendments.** No change to any of the provisions of paragraphs 2 (a) to (e) or of this paragraph (f) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class B shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class B shares, in addition to any other approval required by the Act.

3. The class C shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) **Voting Rights.** The holders of the class C shares shall not be entitled as such to receive notice of, nor to attend or to vote at, any meetings of the shareholders of the Corporation (except meetings at which the holders of the class C shares are entitled to vote pursuant to the provisions of the Act).

(b) **Dividends.** Subject to paragraph 3(c), the holders of the class C shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class A shares or any other shares ranking junior to the class C shares, but after payment of dividends to the holders of the class B shares, cumulative dividends at a rate determined in accordance with the provisions of this paragraph 3(b), calculated on the Class C Liquidation Amount (as defined in paragraph 3(f)), and such dividends shall be payable in money, property or by the issuance of fully paid shares of any class of the capital of the Corporation. The rate at which the holders of the class C shares shall be entitled to receive dividends as aforesaid for each period beginning with a particular Dividend Rate Date and ending immediately prior to the following Dividend Rate Date (a "Dividend Period") shall be set or reset, as the case may be, on each such particular Dividend Rate Date to the rate determined in accordance with the Dividend Rate Formula in respect of that particular Dividend Rate Date. For the purposes of this paragraph 3(b):

- (i) a "Dividend Rate Date" shall mean any date which is:
 - (A) the date of the issuance from time to time of any class C share; or,
 - (B) the anniversary date of a Dividend Rate Date following which no class C share is issued during the period of twelve (12) months ending immediately before such anniversary date;

the "Dividend Rate Formula" in respect of any particular Dividend Rate Date shall mean the Thirty-Year U.S. Treasury Maturity Rate in respect of that Dividend Rate Date plus eighty-five one hundredths of one percent (0.85%);

the "Thirty-Year U.S. Treasury Maturity Rate" in respect of any particular Dividend Rate Date shall mean the arithmetic average, rounded to the nearest five hundredths of one percent (0.05%), of the two most recent weekly per annum Thirty Year Average Yields as published by the U.S. Federal Reserve Board during the preceding fourteen (14) calendar days before that Dividend Rate Date; and

a "Thirty Year Average Yield" shall mean the average yield to maturity for actively traded marketable United States Treasury fixed-interest-rate securities (adjusted to constant maturities of thirty years); and,

the "U.S. Federal Reserve Board" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

The Secretary of the Corporation shall no later than fifteen (15) days after each Dividend Rate Date file a certificate signed by him in the minute book of the Corporation, which certificate shall set out the dividend rate of the class C shares as set for the relevant Dividend Period after such Dividend Rate Date. The Secretary of the Corporation shall cause a copy of the certificate to be delivered to all registered holders of class C shares; such certificate shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of each such holder, as it appears on the records of the Corporation, or in the event that the address of any such holder does not appear on the records of the Corporation, then to the last address of such holder known to the Corporation. Subject to paragraph 3(c), the holders of the class C shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

- (c) **Class A Dividend Amount.** Notwithstanding paragraph 3(b), the holders of the class C shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class A shares or any other shares ranking junior to the class C shares, but after payment of dividends to the holders of the class B shares, cumulative dividends in an amount per class C share in respect of a particular Dividend Period equal to fourteen ten thousandths of one percent (0.0014%) of the amount, if any, declared as a dividend on any class A share during that Dividend Period.
- (d) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of the class C shares shall be entitled to receive for each class C share, in preference and priority to any distribution of the property or assets of the Corporation to the holders of the class A shares or to any other shares ranking junior to the class C shares, but after distribution to the holders of the class B shares, an amount equal to the Class C Liquidation Amount plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Corporation.
- (e) **Purchase by Corporation.** The Corporation may purchase for cancellation at any time all, or from time to time any part, of the class C shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class C shares then outstanding, or by invitation for tenders addressed to all the holders of the class C shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class C

Liquidation Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Corporation in whole or in part, then unless the Corporation accepts all such tenders in whole, the Corporation shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class C shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(f) Class C Liquidation Amount. For the purposes of the foregoing paragraphs 3 (b), (c), (d) and (e), the "Class C Liquidation Amount" of each class C share shall be an amount equal to one dollar in the lawful currency of the United States of America (USD 1.00).