

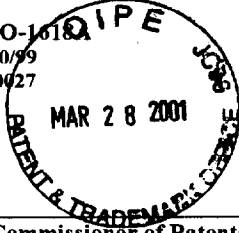
MURD  
3-28-01

04-05-2001



101668934

FORM PTO-1018  
Expires 06/30/99  
OMB 0651-0027



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

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
- 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  Change of Name
- Other

Effective Date  
Month Day Year  
06/01/2000

Conveying Party

Mark if additional names of conveying parties attached

Name 3767825 Canada Inc.

Execution Date  
Month Day Year  
06/01/2000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization Canada

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Smurfit-Stone Container Canada Inc./Emballages Smurfit-Stone Canada Inc.

DBA/AKA/TA \_\_\_\_\_

Address (line 1) 630 Rene-Levesque Blvd. West

Address (line 2) Suite 3000

Address (line 3) Montreal Canada H3B 5C7

- Individual  General Partnership  Limited Partnership  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.
- Corporation  Association
- Other:

(Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization Canada

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

04/03/2001 TPIAZ1 00000027 2303333

01 FC:481  
02 FC:482  
002.433909.1

40.00 OP  
75.00 OP

TRADEMARK  
REEL: 002263 FRAME: 0348

**Domestic Representative Name and Address** Enter for the first Receiving Party Only.  
Name Foley & Lardner  
Address (line 1) 3000 K Street, N.W., Suite 500  
Address (line 2) Washington, D.C. 20007-5109  
Address (line 3) \_\_\_\_\_  
Address (line 4) \_\_\_\_\_

**Correspondent Name and Address**  
Name Peter G. Mack Area Code and Telephone Number (202) 672-5300  
Address (line 1) Foley & Lardner  
Address (line 2) 3000 K Street, N.W., Suite 500  
Address (line 3) Washington, D.C. 20007-5109  
Address (line 4) \_\_\_\_\_

**Pages** Enter the total number of pages of the attached conveyance document  
Including any attachments. # 23

**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"/>	<input type="text"/>	<input type="text"/>	2.303.333	2.138.226	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	2.376.414	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	2.036.325	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. # 4

**Fee Amount**  
Fee Amount for Properties Listed (37 CFR 3.41); \$ 115.00  
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: # 19-0741  
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.

Norman J. Rich, Esq.  March 26, 2001  
Name of Person Signing Signature Date

In re Trademark Registrations of:

Smurfit-Stone Container Canada Inc./  
Emballages Smurfit-Stone Canada Inc.  
(by merger)

Marks: PRINTERS' SELECT; GRAFXFLÜT (Stylized);  
ECOWRAP; SNO-TOP PLUS

Reg. Nos.: 2,303,333; 2,376,414; 2,036,325; 2,138,226

Registration Dates: December 28, 1999; August 15, 2000;  
February 11, 1997; February 24, 1998

**REVOCATION AND NEW POWER OF ATTORNEY AND  
APPOINTMENT OF DOMESTIC REPRESENTATIVE**

**BOX ASSIGNMENT - FEE**  
Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202

Sir:

The above-named Registrant in the above registrations hereby revokes all previous powers of attorney and appoints the firm of Foley & Lardner and all its attorneys as the attorneys of record to transact all business in the U.S. Patent and Trademark Office in connection therewith.

It is requested that all future correspondence be sent to:


Peter G. Mack, Esq.  
Foley & Lardner  
Suite 500  
3000 K Street, N.W.  
Washington, D.C. 20007

APPOINTMENT OF DOMESTIC REPRESENTATIVE

FOLEY & LARDNER, whose postal address is 3000 K Street, N.W., Suite 500, Washington, D.C. 20007, is hereby designated applicant's representative upon whom notices of process in proceedings affecting the mark may be served.

Smurfit-Stone Container Canada Inc./  
Emballages Smurfit-Stone Canada Inc.

Date: March 26, 2001

By: 

Peter G. Mack, Esq.  
Norman J. Rich, Esq.

Attorneys for Registrant



Industry Canada

Industrie Canada

**Certificate  
of Amalgamation**

**Canada Business  
Corporations Act**

**Certificat  
de fusion**

**Loi canadienne sur  
les sociétés par actions**

SMURFIT-STONE CONTAINER CANADA INC.

EMBALLAGES SMURFIT-STONE CANADA INC.

376784-1

\_\_\_\_\_  
Name of corporation-Dénomination de la société

\_\_\_\_\_  
Corporation number-Numéro de la société

I hereby certify that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

Je certifie que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Director - Directeur

June 1, 2000 / le 1 juin 2000

Date of Amalgamation - Date de fusion

Canada

TRADEMARK  
REEL: 002263 FRAME: 0352

**CANADA BUSINESS  
CORPORATIONS ACT  
FORM 9  
ARTICLES OF AMALGAMATION  
(SECTION 185)**

---

**1 - Name of amalgamated corporation**

SMURFIT-STONE CONTAINER CANADA INC.  
EMBALLAGES SMURFIT-STONE CANADA INC.

**2 - The place in Canada where the registered office is to be situated**

Territory of Greater Montreal, Province of Quebec.

**3 - The classes and any maximum number of shares that the Corporation is authorized to issue**

- (a) Unlimited number of class A shares;
- (b) Unlimited number of class B shares;
- (c) Unlimited number of class C shares;
- (d) Unlimited number of class D shares; and
- (e) Unlimited number of class E shares.

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

- (a) **Voting Rights.** Unless any class B share is issued and outstanding, 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")).

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.

- (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, class C shares, class D shares and the class E 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, class C shares, class D shares and class E 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) **Issuance.** No class B shares shall be issued unless an Event of Default (as defined in paragraph 2(b)) shall have occurred.
- (b) **Event of Default.** For the purposes of the foregoing paragraph 2(a) an "Event of Default" shall be deemed to have occurred should either of the Corporation or Stone Container Corporation make an assignment for the benefit of creditors, or file or consent to the filing of a petition in bankruptcy, a proposal or a notice of intention under the *Bankruptcy and Insolvency Act* (Canada) or any other equivalent law of any other jurisdiction or be adjudicated insolvent or bankrupt, or petition or apply to any tribunal for any receiver, trustee, liquidator or sequestrator of or for all or substantially all of its property; or should either of the Corporation or Stone Container Corporation commence any proceeding relating to it or all or substantially all of its property under any reorganization, arrangement, readjustment, composition or liquidation law of any jurisdiction; or should there be commenced against either of the Corporation or Stone Container Corporation any such proceeding and it remains undismissed for a period of sixty (60) days; or should any receiver, trustee, liquidator or sequestrator of or for either of the Corporation or Stone Container Corporation or all or substantially all of its property be appointed or should either of the Corporation or Stone Container Corporation consent to or approve or accept any such proceeding or the

appointment of any receiver, trustee, liquidator or sequestrator of or for either of the Corporation or Stone Container Corporation or all or substantially all of its property.

- (c) **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).
- (d) **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, the class D shares, the class E shares and the class A shares or any other shares ranking junior to the class B shares, cumulative dividends at a fixed rate of eight percent (8%) per annum calculated on the Class B Amount (as defined in paragraph 2(g)) 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.
- (e) **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, the class D shares, the class E shares and the class A shares, or any other shares ranking junior to the class B shares, an amount equal to the Class B 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.
- (f) **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 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.

- (g) **Class B Amount.** For the purposes of the foregoing paragraphs 2(d), (e) and (f), the "**Class B Amount**" of each class B share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Corporation upon the issuance of such share (denominated in the currency in which such consideration was paid to the Corporation), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Corporation (including, without limitation, shares of another class of the Corporation) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of stated capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Corporation upon the issuance of such class B share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Corporation or the holder of such class B share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class B share or the consideration received by the Corporation upon the issuance of such class B share from which no appeal may be taken or the period during which an appeal may be taken has expired.

- (h) **Amendments.** No change to any of the provisions of paragraphs 2(a) to (g) 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.** Unless any class B share is issued and outstanding, each class C 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).

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 C shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Corporation.

- (b) **Dividends.** 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 D shares, the class E shares and 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 per annum, determined in accordance with the provisions of this paragraph 3(b), calculated on the Class C Amount (as defined in paragraph 3(e)) of each such share and payable in money, property or by the issue 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 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;

- (ii) 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 six percent (6%);

- (iii) 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;

- (iv) 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,
- (v) 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 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. The holders of the class C 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 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 D shares, the class E shares and 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 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.
- (d) **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 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.

- (e) **Class C Amount.** For the purposes of the foregoing paragraphs 3(b), (c) and (d), the "Class C Amount" of each class C share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Corporation upon the issuance of such share (denominated in the currency in which such consideration was paid to the Corporation), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Corporation (including, without limitation, shares of another class of the Corporation) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of stated capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Corporation upon the issuance of such class C share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Corporation or the holder of such class C share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class C share or the consideration received by the Corporation upon the issuance of such class C share from which no appeal may be taken or the period during which an appeal may be taken has expired.

- (f) **Amendments.** No change to any of the provisions of the Articles of the Corporation 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 C 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 C shares, in addition to any other approval required by the Act; and no issuance of class C shares shall be made without the consent in writing of all the holders of issued and outstanding class C shares, if any.

4. **The class D shares shall have attached thereto the following rights, privileges, restrictions and conditions:**
- (a) **Voting Rights.** Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class D shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Corporation.
  - (b) **Dividends.** The holders of the class D 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 E shares and the class A shares or any other shares ranking junior to the class D shares, but after payment of dividends to the holders of the class B shares and the class C shares, non-cumulative dividends at a fixed rate of two-thirds of one percent (2/3%) per month calculated on the Class D Amount (as hereinafter in paragraph 4(h) defined) 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 D 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 D shares shall be entitled to receive for each class D share, in preference and priority to any distribution of the property or assets of the Corporation to the holders of the class E shares and the class A shares or to any other shares ranking junior to the class D shares, but after distribution to the holders of the class B shares and the class C shares, an amount equal to the Class D Amount plus all declared 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) **Redemption by Corporation.** The Corporation may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding class D shares on payment for each class D share to be redeemed of the Class D Amount plus all declared and unpaid dividends thereon (in paragraphs 4(e), (f) and (g) called the "Class D Redemption Price").

- (e) **Redemption Procedure.** Before redeeming any class D shares, the Corporation shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of class D shares to be redeemed, notice of the intention of the Corporation to redeem such shares held by such registered holder; such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Corporation, or in the event of the address of any such holder not appearing on the records of the Corporation, then to the last address of such holder known to the Corporation, at least one (1) day before the date specified for redemption; such notice shall set out the Class D Redemption Price, the date on which the redemption is to take place and, if part only of the class D shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Corporation shall pay or cause to be paid the Class D Redemption Price to the registered holders of the class D shares to be redeemed on presentation and surrender of the certificates for the class D shares so called for redemption at the registered office of the Corporation or at such other place or places as may be specified in such notice, and the certificates for such class D shares shall thereupon be cancelled, and the class D shares represented thereby shall thereupon be redeemed; from and after the date specified for redemption in such notice, the holders of the class D shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Class D Redemption Price, unless payment of the Class D Redemption Price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected; on or before the date specified for redemption, the Corporation shall have the right to deposit the Class D Redemption Price for the class D shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such class D shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the class D shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Class D Redemption Price applicable to their respective class D shares against presentation and surrender of the certificates representing such class D shares. If less than all of the class D shares are to be redeemed the shares to be redeemed shall be redeemed *pro rata*, disregarding fractions, unless the holders of the class D shares unanimously agree to the adoption of another method of selection of the class D shares to be redeemed. If less than all of

the class D shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

- (f) **Retraction by Holder.** A holder of class D shares shall be entitled to require the Corporation to redeem at any time all, or from time to time any part, of the class D shares registered in the name of such holder by tendering to the Corporation at its registered office the share certificate(s) representing the class D share(s) which the registered holder desires to have the Corporation redeem together with a request in writing specifying (i) the number of class D shares which the registered holder desires to have redeemed by the Corporation and (ii) the business day (in this paragraph referred to as the "**Class D Redemption Date**") on which the holder desires to have the Corporation redeem such class D share(s), which Class D Redemption Date shall not be less than five (5) days after the day on which the request in writing is given to the Corporation. Upon receipt of the share certificate(s) representing the class D share(s) which the registered holder desires to have the Corporation redeem together with such a request, the Corporation shall on, or at its option, before, the Class D Redemption Date redeem such class D shares by paying to the registered holder thereof, for each share to be redeemed, an amount equal to the Class D Redemption Price in respect thereof; such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. The said class D shares shall be deemed to be redeemed on the date of payment of the Class D Redemption Price and from and after such date such class D shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the holders of class D shares in respect thereof. Notwithstanding the foregoing, the Corporation shall only be obliged to redeem class D shares so tendered for redemption to the extent that such redemption would not be contrary to any applicable law, and if such redemption of any such class D shares would be contrary to any applicable law, the Corporation shall only be obliged to redeem such class D shares to the extent that the moneys applied thereto shall be such amount (rounded to the next lower multiple of one hundred Canadian dollars ( \$100.00)) as would not be contrary to such law, in which case the Corporation shall pay to each holder his *pro rata* share of the purchase moneys allocable. If less than all of the class D shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.
- (g) **Purchase by Corporation.** The Corporation may purchase for cancellation at any time all, or from time to time any part, of the class D shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class D shares then outstanding, or by invitation for tenders addressed to all the holders of the class D shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class D Redemption Price of each such share to be purchased. 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 D shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

- (h) **Class D Amount.** For the purposes of the foregoing paragraphs 4(b), (c) and (d), the "**Class D Amount**" of each class D share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Corporation upon the issuance of such share (denominated in the currency in which such consideration was paid to the Corporation), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Corporation (including, without limitation, shares of another class of the Corporation) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of stated capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Corporation upon the issuance of such class D share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Corporation or the holder of such class D share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class D share or the consideration received by the Corporation upon the issuance of such class D share from which no appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to a redemption of any class D share, the Class D Redemption Price of such class D share is adjusted pursuant to a revision of fair market value as aforementioned, either the Corporation shall pay out to the former holder of such redeemed



class D share or the said former holder of the redeemed class D share will reimburse the Corporation, as the case may be, the difference between the Class D Redemption Price of the said class D share as adjusted and the amount paid by the Corporation upon redemption, within sixty (60) days from the date of adjustment of the Class D Redemption Price.

- (i) **Amendments.** No change to any of the provisions of paragraphs 4(a) to (h) of this paragraph (i) 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 D 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 D shares, in addition to any other approval required by the Act.

**5. The class E shares shall have attached thereto the following rights, privileges, restrictions and conditions:**

- (a) **Voting Rights.** Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class E shares shall not be entitled to receive notice of, nor to attend or vote at meetings of the shareholders of the Corporation.
- (b) **Dividends.** The holders of the class E 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 E shares, but after payment of dividends to the holders of the class B shares, the class C and the class D shares, non-cumulative dividends at a fixed rate per month or per annum, to be determined by resolution of the board of directors of the Corporation upon the first issuance of any such class E share, calculated on the Class E Amount (as hereinafter in paragraph 5(h) defined) 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 E 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 E shares shall be entitled to receive for each class E 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 E shares, but after distribution to the holders of the class B shares, the class C shares and class D shares, an amount equal to the Class E Amount plus all declared 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) **Redemption by Corporation.** The Corporation may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding class E shares on payment for each class E share to be redeemed of the Class E Amount plus all declared and unpaid dividends thereon (in paragraphs 5(e), (f) and (g) called the "Class E Redemption Price").
- (e) **Redemption Procedure.** Before redeeming any class E shares, the Corporation shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of class E shares to be redeemed, notice of the intention of the Corporation to redeem such shares held by such registered holder; such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Corporation, or in the event of the address of any such holder not appearing on the records of the Corporation, then to the last address of such holder known to the Corporation, at least one (1) day before the date specified for redemption; such notice shall set out the Class E Redemption Price, the date on which the redemption is to take place and, if part only of the class E shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Corporation shall pay or cause to be paid the Class E Redemption Price to the registered holders of the class E shares to be redeemed on presentation and surrender of the certificates for the class E shares so called for redemption at the registered office of the Corporation or at such other place or places as may be specified in such notice, and the certificates for such class E shares shall thereupon be cancelled, and the class E shares represented thereby shall thereupon be redeemed; from and after the date specified for redemption in such notice, the holders of the class E shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Class E Redemption Price, unless payment of the Class E Redemption Price shall not be made by the Corporation in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected; on or before the date specified for redemption, the Corporation shall have the right to deposit the Class E Redemption Price of the class E shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such class E shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the class E shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Class E Redemption Price applicable to their

respective class E shares against presentation and surrender of the certificates representing such class E shares. If less than all of the class E shares are to be redeemed the shares to be redeemed shall be redeemed *pro rata*, disregarding fractions, unless the holders of the class E shares unanimously agree to the adoption of another method of selection of the class E shares to be redeemed. If less than all of the class E shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

- (f) **Retraction by Holder.** A holder of class E shares shall be entitled to require the Corporation to redeem at any time all, or from time to time any part, of the class E shares registered in the name of such holder by tendering to the Corporation at its registered office the share certificate(s) representing the class E share(s) which the registered holder desires to have the Corporation redeem together with a request in writing specifying (i) the number of class E shares which the registered holder desires to have redeemed by the Corporation and (ii) the business day (in this paragraph referred to as the "**Class E Redemption Date**") on which the holder desires to have the Corporation redeem such class E share(s), which Class E Redemption Date shall not be less than five (5) days after the day on which the request in writing is given to the Corporation. Upon receipt of the share certificate(s) representing the class E share(s) which the registered holder desires to have the Corporation redeem together with such a request, the Corporation shall on, or at its option, before, the Class E Redemption Date redeem such class E shares by paying to the registered holder thereof, for each share to be redeemed, an amount equal to the Class E Redemption Price in respect thereof; such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. The said class E shares shall be deemed to be redeemed on the date of payment of the Class E Redemption Price and from and after such date such class E shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the holders of class E shares in respect thereof. Notwithstanding the foregoing, the Corporation shall only be obliged to redeem class E shares so tendered for redemption to the extent that such redemption would not be contrary to any applicable law, and if such redemption of any such class E shares would be contrary to any applicable law, the Corporation shall only be obliged to redeem such class E shares to the extent that the moneys applied thereto shall be such amount (rounded to the next lower multiple of one hundred Canadian dollars (\$100.00)) as would not be contrary to such law, in which case the Corporation shall pay to each holder his *pro rata* share of the purchase moneys allocable. If less than all of the class E shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.
- (g) **Purchase by Corporation.** The Corporation may purchase for cancellation at any time all, or from time to time any part, of the class E shares outstanding, by private contract at any price, with the

unanimous consent of the holders of the class E shares then outstanding, or by invitation for tenders addressed to all the holders of the class E shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class E Redemption Price of each such share to be purchased. 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 E shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

- (h) **Class E Amount.** For the purposes of the foregoing paragraphs 5(b), (c) and (d), the "Class E Amount" of each class E share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Corporation upon the issuance of such share (denominated in the currency in which such consideration was paid to the Corporation), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Corporation (including, without limitation, shares of another class of the Corporation) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of stated capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Corporation upon the issuance of such class E share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Corporation or the holder of such class E share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class E share or the consideration received by the Corporation upon the issuance of such class E share from which no

appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to a redemption of any class E share, the Class E Redemption Price of such class E share is adjusted pursuant to a revision of fair market value as aforementioned, either the Corporation shall pay out to the former holder of such redeemed class E share or the said former holder of the redeemed class E share will reimburse the Corporation, as the case may be, the difference between the Class E Redemption Price of the said class E share as adjusted and the amount paid by the Corporation upon redemption, within sixty (60) days from the date of adjustment of the Class E Redemption Price.

- (i) **Amendments.** No change to any of the provisions of paragraphs 5(a) to (h) of this paragraph (i) 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 E 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 E shares, in addition to any other approval required by the Act.

**4 - Restrictions, if any, on share transfers**

No share in the share capital of the Corporation shall be transferred nor shall it be assigned without the approval of the directors certified by a resolution of the board of directors. Approval of such transfer or assignment of shares may be given as aforesaid, after the said transfer or assignment has been recorded in the books of the Corporation, in which case, unless the said resolution otherwise provides, the said transfer or assignment shall be valid and shall have effect as at the date it has been recorded in the books of the Corporation.

**5 - Number (or minimum and maximum number) of directors**

A minimum number of one (1) and a maximum number of twenty (20).

**6 - Restrictions, if any, on business the Corporation may carry on**

None.

**7 - Other provisions, if any**

- (1) the number of the shareholders of the Corporation is limited to fifty (50) exclusive of present or former employees of the Corporation or of a subsidiary of the Corporation, two or more persons holding one or more shares jointly being counted as a single shareholder;

- (2) any distribution of securities to the public or invitation to the public to subscribe for the Corporation's securities is prohibited; and
- (3) 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.

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:

  X          183  
             184(1)  
             184(2)

9 - Name of the amalgamating corporations

- (a) 3767809 CANADA INC.
- (b) 3767817 CANADA INC.
- (c) 3767825 CANADA INC.

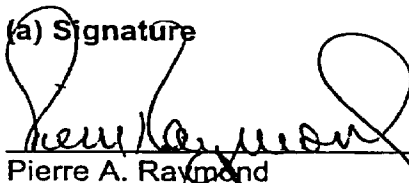
Corporation No.

- (a) 376780-9
- (b) 376781-7
- (c) 376782-5

Date

June 1, 2000

(a) Signature

  
\_\_\_\_\_  
Pierre A. Raymond

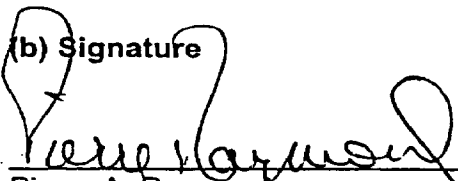
Title

Assistant Secretary

Date

June 1, 2000

(b) Signature

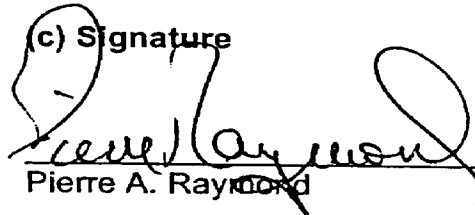
  
\_\_\_\_\_  
Pierre A. Raymond

**Title**

Assistant Secretary

**Date**

June 1, 2000

(c) Signature  
  
Pierre A. Raymond

**Title**

Assistant Secretary

---

FOR DEPARTMENTAL USE ONLY

Corporation No.

376 784-1

Filed

JUN 1 2000