

11-27-2002

Attorney Docket No. 038644.02384US
U.S DEPARTMENT OF COMMERCE
Patent and Trademark Office

Form PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)



102294864
TRADEMARK

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Oxford Development Group Inc. <i>11-21-02</i></p> <p><input type="checkbox"/> Individuals(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporate (Canadian Corporation) <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: OPGI Management GP Inc./Gestion OPGI GP Inc., as general partner for OPGI Management Limited Partnership</p> <p>Street Address: 130 Adelaide Street West Suite 1100, Oxford Tower Toronto, Ontario CANADA M5H 3P5</p> <p><input type="checkbox"/> Individuals(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporate (Canadian Corporation) <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designated is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (no longer required)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Merger/ Assignment / Name Change</p> <p>Effective Date: October 15, 2001</p>	

<p>4. Application number(s) or trademarks number(s):</p> <p>A. Trademark Application No.(s) 76/050,010; 76/050,009; 76/342,633; 76/097,252; 76/092,188; 76/295,920; 76/090,582; 76/092,189; 76/092,190; 76/096,552; 76/090,580; 76/105,443</p>	<p>B. Trademark Registration(s):</p> <p>2,590,629</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>CROWELL & MORING LLP P.O. BOX 14300 Washington, D.C. 2004-4300 Phone: 202-624-2500 Facsimile: 202-628-8844</p>	<p>6. Total number of applications and registrations involved: 13</p> <p>7. Total Fee (37 CFR 3.41): \$ 340.00 <input checked="" type="checkbox"/> Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323 <input type="checkbox"/> Authorized to be charged to Deposit Account</p> <p>8. Deposit Account No. 05-1323</p> <p>(Attach dupl. copy of this page if paying by Deposit Account)</p>
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DO NOT WRITE IN THIS SPACE

9. 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.

[Signature]
Jeffrey D. Sanok

November 21, 2002
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS, AND DOCUMENT: 36

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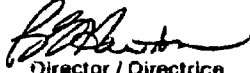
<p>01 FC-8521 40.00 CP 02 FC-8522 300.00 CP</p>	<p>Do not detach this portion</p> <p>Mail documents to be recorded with required cover sheet information to: Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p>
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TRADEMARK
REEL: 002624 FRAME: 0096

This is to certify that these articles
are effective on

1496633

OCTOBER 15 OCTOBRE, 2001



Director / Directrice

Business Corporations Act / Loi sur les sociétés par actions

Trans Code 18	Line No. 20	Stat. 28	Comp Type 29	Method Incorp. 30	Share 31
A	0	0	A	3	S
Notice Req'd 32	Jurisdiction 33			A 57	
N	ONTARIO				

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

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

O	X	F	O	R	D		P	R	O	P	E	R	T	I	E	S		G	R	O	U	P		I	N	C	.	/	G	
R	O	U	P	E			I	M	M	O	B	I	L	I	E	R		O	X	F	O	R	D		I	N	C	.		

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

130 Adelaide Street West, Suite 1100, Oxford Tower

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

Toronto, Ontario

M 5 H 3 P 5

(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:

Such number not less than nine (9) and not more than twelve (12) as the board of directors may from time to time determine.

4. The director(s) is/are: Administrateur(s):
- | First name, initials and last name
Prénom, initiales et nom de famille | 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 | Resident Canadian State
Yes or No
Résident Canadien
Oui/Non |
|---|--|--|
|---|--|--|

See attached page 1A

4. The director(s) is/are:

First name, initials and surname	Address for service, giving Street & No. or R.R. No., Municipality and Postal Code	Resident Canadian State Yes or No
Rosanna Mei-Wah-Chau	45 Hankow Road, Flat AB 8F Hankow Road, Kowloon, Hong Kong	No
Louis D. Hyndman	10416 Connaught Drive Edmonton, AB T5N 3J4	Yes
Allan Yap	1919 West 57 th Avenue Vancouver, B.C. V6P 1S6	Yes
Brian A. Johnson	3726 Currie Bay Regina, SK S4S 7C7	Yes
Jon E. Love	93 Dunvegan Road Toronto, ON M4V 2P8	Yes
Ernest C. Mercier	77 Strathallan Boulevard Toronto, ON M5N 1S8	Yes
John F. Schucht	132 Chantry Place London, ON N6G 5A5	Yes
Francis Tin Fan Yuen	43 Repulse Bay Road Suite 9B, Twin Brook Hong Kong	No
George Tomlinson Gunn	67 Ridge Drive Toronto, ON M4T 1B6	Yes
H. Roger Garland	120 Park Road Toronto, ON M4W 2N7	Yes
Craig Underwood	517 Hammond Street Chestnut Hill, MA USA 02467	No

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

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

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

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

OXFORD PROPERTIES GROUP INC./GROUPE IMMOBILIER OXFORD INC.

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des compagnies qui fusionnent	Ontario Corporation Number Numéro de la compagnie en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation
Oxford Properties Group Inc./Groupe Immobilier Inc.	1297932	October 15, 2001
Oxford Development Group Inc./Groupe de Développement Oxford Inc.	1143759	October 15, 2001
Oxford Properties Canada Limited	67919	October 15, 2001
Data Centres Management Services Inc./Services de Gestion de Centres de Données Inc.	1379229	October 15, 2001
1391335 Ontario Inc.	1391335	October 15, 2001
EMPORI.COM Inc.	1437777	October 15, 2001

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

None

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

An unlimited number of common shares

An unlimited number of Class A Preference Shares, issuable in series.

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: 4

see attached pages 4A to 4E

A. COMMON SHARES

The common shares, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

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 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 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.

B. CLASS A PREFERENCE SHARES

The Class A Preference Shares, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Issuance in Series

The Class A Preference Shares may from time to time be issued in one or more series and subject to the following provisions, and subject to the sending of articles of amendment in prescribed form, and the endorsement thereon of a certificate of amendment in respect thereof, the directors may fix from time to time before such issue the number of shares that is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of Class A Preference Shares including, without limiting the generality of the foregoing, the issue price per share of the shares of such series, the rate or amount of any dividends or the method of calculating any dividends, the dates of payment thereof, any redemption, purchase and/or conversion prices and terms and conditions of any redemption, purchase and/or conversion, and any sinking fund or other provisions.

2. Ranking

The Class A Preference Shares of each series shall, with respect to the payment of any dividends and any distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, rank on a parity with the Class A Preference Shares of every other series and be entitled to preference over the common shares and any other shares of the Corporation ranking junior to the Class A Preference Shares. The Class A Preference Shares of any series may also be given such other preferences, not inconsistent with these articles, over the common shares and any other shares in the Corporation ranking junior to such Class A Preference Shares as may be fixed in accordance with clause B.1.

3. Dividends

If any cumulative dividends or amounts payable on the return of capital in respect of a series of Class A Preference Shares are not paid in full, all series of Class A Preference Shares shall participate rateably in respect of such dividends and return of capital.

4. Conversion

The Class A Preference Shares of any series may be made convertible into common shares.

5. Voting

Unless the directors otherwise determine in the articles of amendment designating series, and subject to the provisions of the *Business Corporations Act* (Ontario) (the "Act"), the Class A 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.

C. CLASS A PREFERENCE SHARES SERIES 1

The first series of Class A Preference Shares shall consist of 10,000 Class A Preference Shares which shall be designated "Class A Preference Shares, Series 1". The Class A Preference Shares, Series 1 shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Ranking

The Class A Preference Shares, Series 1 shall rank *pari passu* with all other series of Class A Preference Shares and senior to all other shares of the Corporation with respect to the payment of dividends and with respect to repayment of capital.

2. Dividends

The holders of the Class A Preference Shares, Series 1 shall be entitled to receive and the Corporation shall pay thereon as and when declared by the board of directors out of the monies of the Corporation properly applicable to the payment of dividends, cumulative

dividends at a rate of 5% per share of the Series 1 Redemption Amount (as hereinafter defined) per annum; such dividends shall accrue and be cumulative from the respective dates of issue of the said Class A Preference Shares, Series 1 or from such other date, not later than six months after the respective dates of issue of Class A Preference Shares, Series 1, as may be fixed by the directors; such dividends shall be payable in arrears in quarterly instalments on the first days of January, April, July and October in each year at par at any branch in Canada of the Corporation's bankers for the time being; if on any dividend payment date the Corporation shall not have paid the said dividends in full on all Class A Preference Shares, Series 1 then issued and outstanding, such dividends or the unpaid part thereof shall be paid on a subsequent date or dates in priority to dividends on the common shares and any other shares of any other class ranking junior to the Class A Preference Shares, Series 1 with respect to the priority of payment of dividends.

3. Non-Voting Rights

Except as otherwise provided in the Act, the holders of the Class A Preference Shares, Series 1 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 Class A Preference Shares, Series 1 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 Class A Preference Shares, Series 1, an amount equal to the Series 1 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 Class A Preference Shares, Series 1 registered in the name of any holder of any such Class A Preference Shares, Series 1 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 Class A Preference Shares, Series 1 registered in the name of such holder;
- (b) if part only of the Class A Preference Shares, Series 1 registered in the name of such holder is to be redeemed, the number thereof to be so redeemed;
- (c) the business day (in this paragraph referred to as the "redemption date") on which the Corporation desires to redeem such Class A Preference Shares, Series 1. 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 Class A Preference Shares, Series 1 may agree; and

(d) the place of redemption.

The Corporation shall, on the redemption date, redeem such Class A Preference Shares, Series 1 by paying to such holder an amount equal to the Series 1 Redemption Price on presentation and surrender of the certificate(s) for the Class A Preference Shares, Series 1 shall thereupon be cancelled and the Class A Preference Shares, Series 1 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 Series 1 Redemption Price for the Class A Preference Shares, Series 1 to be redeemed. From and after the redemption date, the holder thereof shall not be entitled to exercise any of the rights of holders of Class A Preference Shares, Series 1 in respect thereof unless payment of the said Series 1 Redemption Price is not made on the redemption date, in which case the rights of the holder of the said Class A Preference Shares, Series 1 shall remain unaffected until payment in full of the Series 1 Redemption Price.

Where at any time some but not all of such Class A Preference Shares, Series 1 are to be redeemed the Class A Preference Shares, Series 1 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 Class A Preference Shares, Series 1 registered in the name of each holder, or in such other manner as the board of directors determines.

If less than all of the Class A Preference Shares, Series 1 represented by a certificate are redeemed, the holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the Class A Preference Shares, Series 1 of such holder which have not been redeemed.

6. Periodic Redemptions

Subject to the Act, the Corporation shall redeem quarterly on the first day of July, October, January and April, commencing July 1, 2000, that number of Class A Preference Shares, Series 1 having a Redemption Amount equal to:

- (i) in the 12 month period ended June 30, 2001: \$1,500,000 less any amount required to be paid as a reduction of principal in respect of the subordinated debentures, Series C of the Corporation in the original principal amount of \$5,922,000;
- (ii) in the 12 month period ended June 30, 2002: \$1,600,000 less any amount required to be paid as a reduction of principal in respect of the subordinated debentures, Series C of the Corporation in the original principal amount of \$5,922,000;
- (iii) in the 12 month period ended June 30, 2003: \$1,700,000;
- (iv) in the 12 month period ended June 30, 2004: \$1,800,000;
- (v) in the 12 month period ended June 30, 2005: \$1,900,000

and the Corporation shall redeem the balance of the issued and outstanding Class A Preference Shares, Series 1 on July 1, 2005, in each case in accordance with the provisions of Section 5.

7. Definitions

With respect to the Class A Preference Shares, Series 1, the following terms shall have the meanings ascribed to them below:

- (a) "Series 1 Redemption Amount" in respect of each Class A Preference Shares, Series 1 means the amount paid up thereon.
- (b) "Series 1 Redemption Price" in respect of each Class A Preference Shares, Series 1 means the Series 1 Redemption amount together with all unpaid cumulative dividends, whether or not declared which shall have accrued thereon and which, for such purposes, shall be treated as accruing up to the date of redemption of such Class A Preference Share, Series 1.

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

None

10. Other provisions (if any):

Autres dispositions, s'il y a lieu:

see page 5A

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".

- (a) Without limit to the powers of the Board of Directors as set out in the Business Corporations Act (Ontario) (the "Act"), the Board of Directors may from time to time on behalf of the Corporation:
- (i) borrow money upon the credit of the Corporation;
 - (ii) issue, re-issue, sell or pledge debt obligations of the Corporation;
 - (iii) to the extent permitted by the Act, give, directly or indirectly, financial assistance to any person by means of a loan, a guarantee to secure the performance of an obligation or otherwise; and
 - (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

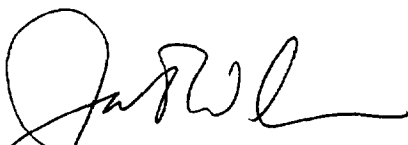
The Board of Directors may from time to time delegate to such one or more of the directors and officers of the Corporation as may be designated by the Board of Directors all or any of the powers conferred on the board of directors in relation to the foregoing by this paragraph or by the Act to such extent and in such manner as the Board of Directors shall determine at the time of each such delegation. Nothing in this paragraph limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

- (b) The directors of the Corporation 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 the Corporation, 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 the Corporation.

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.

Oxford Properties Group Inc.
Groupe Immobilier Oxford Inc.

By: 


John H. Wallace
Senior Vice President, Legal and
Corporate Secretary

Data Centres Mangement Services
Inc.
Services de Gestion de Centres de
Données Inc.

By: 

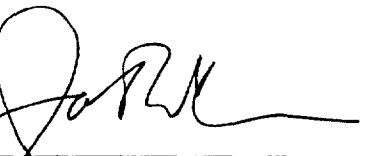
John H. Wallace
Secretary

Oxford Development Group Inc.
Groupe de Développement Oxford Inc.

By: 

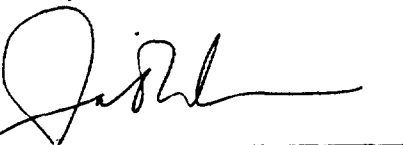
John H. Wallace
Senior Vice President, Legal and
Secretary

1391335 Ontario Inc.

By: 

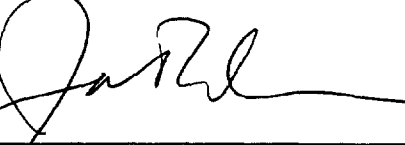
John H. Wallace
Senior Vice President, Legal and
Secretary

Oxford Properties Canada Limited

By: 

John H. Wallace
Senior Vice President, Legal and
Corporate Secretary

EMPORI.COM Inc.

By: 

John H. Wallace
Senior Vice President, Legal and
Corporate Secretary

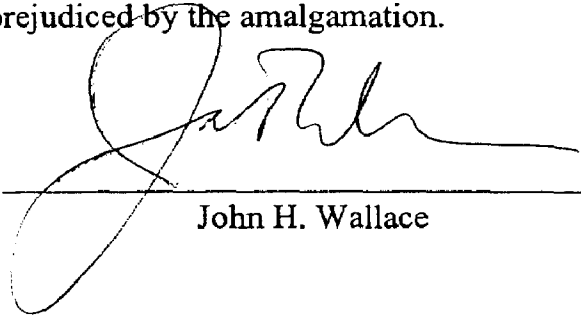
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

I, John H. Wallace, of the City of Toronto, in the Province of Ontario, solemnly state on behalf of the Corporation (as defined below) and without personal liability, that:

1. I am the Senior Vice President, Legal and Corporate Secretary of **OXFORD PROPERTIES GROUP INC./GROUPE IMMOBILIER OXFORD INC.**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED October 15, 2001.



John H. Wallace

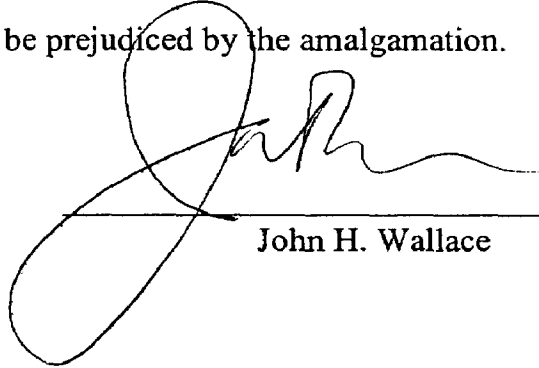
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

I, John H. Wallace, of the City of Toronto, in the Province of Ontario, solemnly state on behalf of the Corporation (as defined below) and without personal liability, that:

1. I am the Senior Vice President, Legal and Secretary of **OXFORD DEVELOPMENT GROUP INC./GROUPE DE DÉVELOPPEMENT OXFORD INC.**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED October 15, 2001.



John H. Wallace

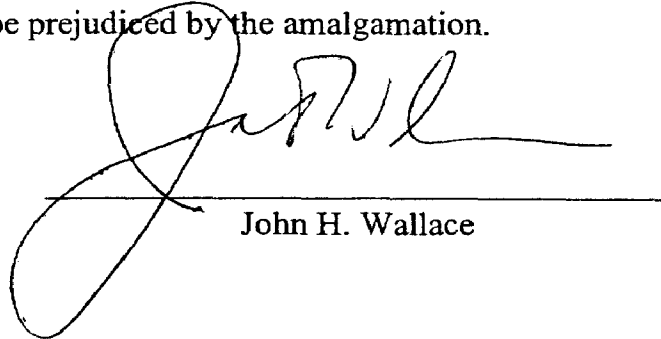
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

I, John H. Wallace, of the City of Toronto, in the Province of Ontario, solemnly state on behalf of the Corporation (as defined below) and without personal liability, that:

1. I am the Senior Vice President, Legal and Corporate Secretary of **OXFORD PROPERTIES CANADA LIMITED**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED October 15, 2001.



John H. Wallace

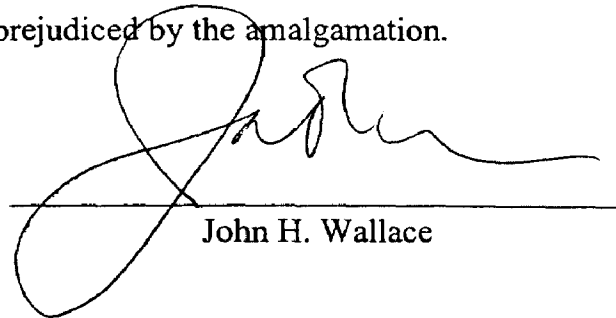
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

I, John H. Wallace, of the City of Toronto, in the Province of Ontario, solemnly state on behalf of the Corporation (as defined below) and without personal liability, that:

1. I am the Secretary of **DATA CENTRES MANAGEMENT SERVICES INC./SERVICES DE GESTION DE CENTRES DE DONNÉES INC.**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED October 15, 2001.



John H. Wallace

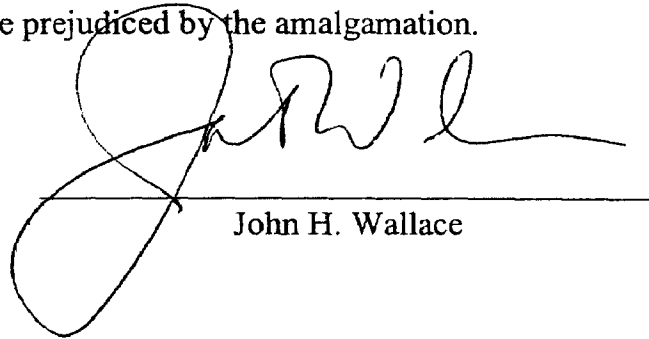
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

I, John H. Wallace, of the City of Toronto, in the Province of Ontario, solemnly state on behalf of the Corporation (as defined below) and without personal liability, that:

1. I am the Senior Vice President, Legal and Secretary of **1391335 ONTARIO INC.**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED October 15, 2001.



John H. Wallace

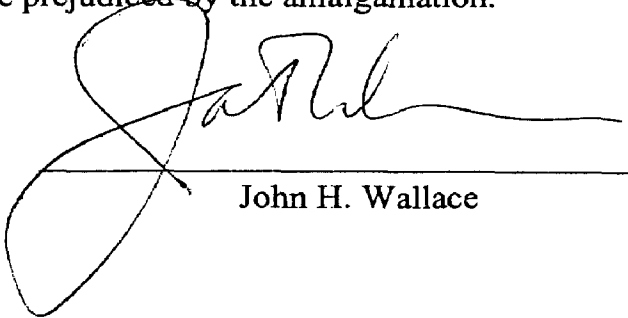
SCHEDULE "A"

STATEMENT OF DIRECTOR OR OFFICER

I, John H. Wallace, of the City of Toronto, in the Province of Ontario, solemnly state on behalf of the Corporation (as defined below) and without personal liability, that:

1. I am the Senior Vice President, Legal and Corporate Secretary of **EMPORI.COM INC.**, one of the amalgamating corporations (hereinafter called the "Corporation") and as such have personal knowledge of the matters herein deposed to.
2. There are reasonable grounds for believing that:
 - (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED October 15, 2001.



John H. Wallace

SCHEDULE "B"

**OXFORD PROPERTIES GROUP INC.
(the "Corporation")**

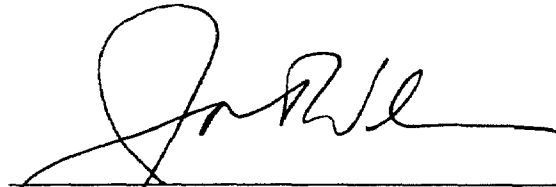
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

"RESOLVED THAT:

1. The amalgamation of the Corporation, Oxford Development Group Inc./Group de Développement Oxford Inc. ("ODGI"), Oxford Properties Canada Limited ("OPCL"), Data Centres Management Services Inc./Services de Gestion de Centres de Données Inc. ("Data Centres"), 1391335 Ontario Inc. ("1391335") and EMPORI.COM Inc. ("Empori") under the *Business Corporations Act* (Ontario) effective October 15, 2001, pursuant to subsection 177(1) thereof, is approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of ODGI, OPCL, Data Centres, 1391335 and Empori under its articles of incorporation and of any act done thereunder, all shares of the authorized capital of ODGI, OPCL, Data Centres, 1391335 and Empori, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of the Corporation.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of the Corporation.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing."

The undersigned, the Senior Vice-President, Legal and Corporate Secretary of Oxford Properties Group Inc./Groupe Immobilier Oxford Inc. (the "Corporation") certifies, on behalf of the Corporation and without personal liability, that the foregoing is a true and correct copy of a resolution passed at a meeting of the board of the directors of the Corporation held on October 15, 2001, which resolution is still in full force and effect, unamended.

DATED October 15, 2001.



John H. Wallace, Senior Vice-President,
Legal and Corporate Secretary

SCHEDULE "B"

**OXFORD DEVELOPMENT GROUP INC.
(the "Corporation")**

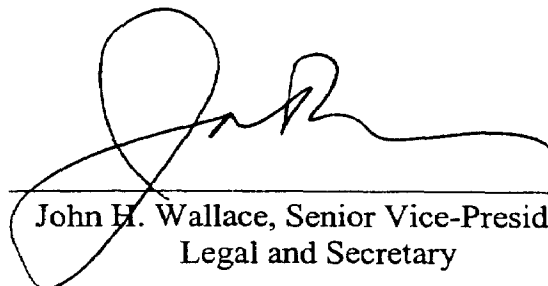
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

“RESOLVED THAT:

1. The amalgamation of the Corporation, Oxford Properties Group Inc./Groupe Immobilier Oxford Inc. (“OPGI”), Oxford Properties Canada Limited, Data Centres Management Services Inc./Services de Gestion de Centres de Données, 1391335 Ontario Inc. and EMPORI.COM Inc. under the *Business Corporations Act* (Ontario) effective October 15, 2001, pursuant to subsection 177(1) thereof, is approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of the Corporation under its articles of incorporation and of any act done thereunder, all shares of the capital of the Corporation, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of OPGI.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of OPGI.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing.”

The undersigned, the Senior Vice-President, Legal and Secretary of Oxford Development Group Inc./Groupe de Développement Oxford Inc. (the “Corporation”) certifies, on behalf of the Corporation and without personal liability, that the foregoing is a true and correct copy of a resolution passed by the directors of the Corporation on October 15, 2001, which resolution is still in full force and effect, unamended.

DATED October 15, 2001.



John H. Wallace, Senior Vice-President,
Legal and Secretary

SCHEDULE "B"

**OXFORD PROPERTIES CANADA LIMITED
(the "Corporation")**

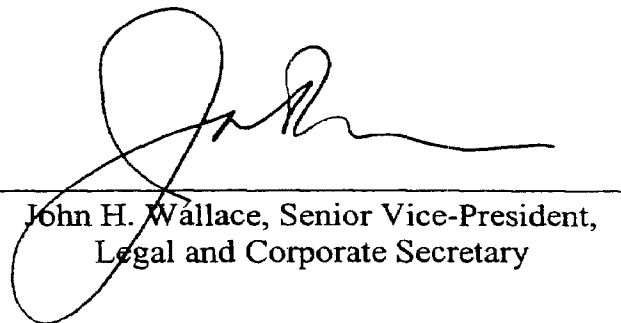
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

“RESOLVED THAT:

1. The amalgamation of the Corporation, Oxford Properties Group Inc./Groupe Immobilier Oxford Inc. (“OPGI”), Oxford Development Group Inc./Groupe de Développement Oxford Inc., Data Centres Management Services Inc./Services de Gestion de Centres de Données Inc., 1391335 Ontario Inc. and EMPORI.COM Inc. under the *Business Corporations Act* (Ontario) effective October 15, 2001, pursuant to subsection 177(1) thereof, is approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of the Corporation under its articles of incorporation and of any act done thereunder, all shares of the capital of the Corporation, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of OPGI.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of OPGI.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing.”

The undersigned, the Senior Vice-President, Legal and Corporate Secretary of Oxford Properties Canada Limited (the “Corporation”) certifies, on behalf of the Corporation and without personal liability, that the foregoing is a true and correct copy of a resolution passed by the directors of the Corporation on October 15, 2001, which resolution is still in full force and effect, unamended.

DATED October 15, 2001.



John H. Wallace, Senior Vice-President,
Legal and Corporate Secretary

SCHEDULE "B"

**DATA CENTRES MANAGEMENT SERVICES INC.
(the "Corporation")**

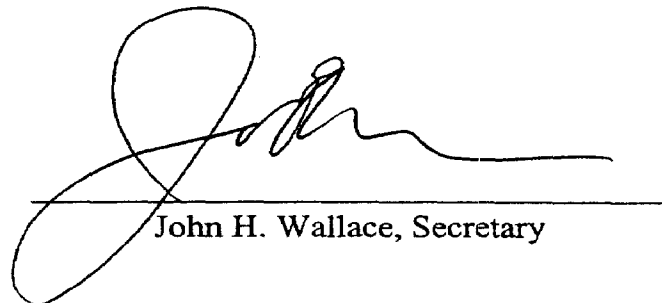
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

"RESOLVED THAT:

1. The amalgamation of the Corporation, Oxford Properties Group Inc./Groupe Immobilier Oxford Inc. ("OPGI"), Oxford Development Group Inc./Groupe de Développement Oxford Inc., Oxford Properties Canada Limited, 1391335 Ontario Inc. and EMPORI.COM Inc. under the *Business Corporations Act* (Ontario) effective October 15, 2001, pursuant to subsection 177(1) thereof, is approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of the Corporation under its articles of incorporation and of any act done thereunder, all shares of the capital of the Corporation, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of OPGI.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of OPGI.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing."

The undersigned, the Secretary of Data Centres Management Services Inc./Services de Gestion de Centres de Données Inc. (the "Corporation") certifies, on behalf of the Corporation and without personal liability, that the foregoing is a true and correct copy of a resolution passed by the directors of the Corporation on October 15, 2001, which resolution is still in full force and effect, unamended.

DATED October 15, 2001.



John H. Wallace, Secretary

SCHEDULE "B"

**1391335 ONTARIO INC.
(the "Corporation")**

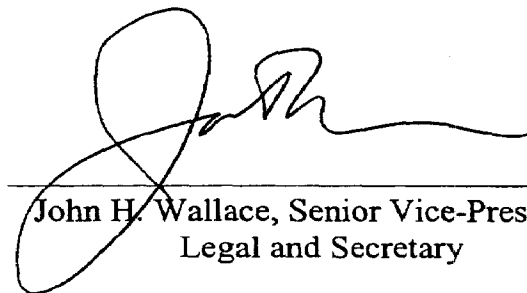
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

“RESOLVED THAT:

1. The amalgamation of the Corporation, Oxford Properties Group Inc./Groupe Immobilier Oxford Inc. (“OPGI”), Oxford Development Group Inc./Groupe de Développement Oxford Inc., Oxford Properties Canada Limited, Data Centres Management Services Inc./Services de Gestion de Centres de Données Inc. and EMPORI.COM Inc. under the *Business Corporations Act* (Ontario) effective October 15, 2001, pursuant to subsection 177(1) thereof, is approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of the Corporation under its articles of incorporation and of any act done thereunder, all shares of the capital of the Corporation, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of OPGI.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of OPGI.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing.”

The undersigned, the Senior Vice-President, Legal and Secretary of 1391335 Ontario Inc. (the “Corporation”) certifies, on behalf of the Corporation and without personal liability, that the foregoing is a true and correct copy of a resolution passed by the directors of the Corporation on October 15, 2001, which resolution is still in full force and effect, unamended.

DATED October 15, 2001.



John H. Wallace, Senior Vice-President,
Legal and Secretary

SCHEDULE "B"

EMPORI.COM INC.
(the "Corporation")

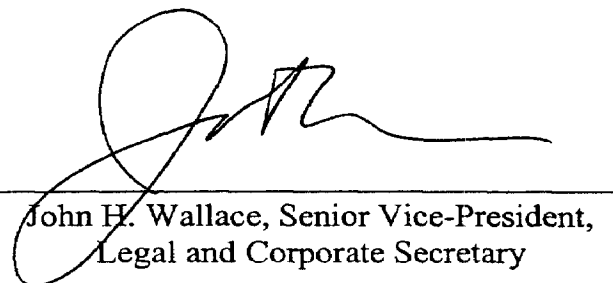
CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS

"RESOLVED THAT:

1. The amalgamation of the Corporation, Oxford Properties Group Inc./Groupe Immobilier Oxford Inc. ("OPGI"), Oxford Development Group Inc./Groupe de Développement Oxford Inc., Oxford Properties Canada Limited, Data Centres Management Services Inc./ Services de Gestion de Centres de Données Inc. and 1391335 Ontario Inc. under the *Business Corporations Act* (Ontario) effective October 15, 2001, pursuant to subsection 177(1) thereof, is approved.
2. Subject to the issuance of a Certificate of Amalgamation pursuant to the *Business Corporations Act* (Ontario) and without affecting the validity of the incorporation and existence of the Corporation under its articles of incorporation and of any act done thereunder, all shares of the capital of the Corporation, including all such shares which have been issued and are outstanding, shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the amalgamated corporation shall be the same as the articles of OPGI.
4. The by-laws of the amalgamated corporation, until repealed, amended, altered or added to, shall be the same as the by-laws of OPGI.
5. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation.
6. Any director or officer of the Corporation is authorized and directed to do all things and execute all instruments and documents necessary or desirable to carry out the foregoing.

The undersigned, the Senior Vice-President, Legal and Corporate Secretary of EMPORI.COM Inc. (the "Corporation") certifies, on behalf of the Corporation and without personal liability, that the foregoing is a true and correct copy of a resolution passed by the directors of the Corporation on October 15, 2001, which resolution is still in full force and effect, unamended.

DATED October 15, 2001.



John H. Wallace, Senior Vice-President,
Legal and Corporate Secretary

This Agreement is made as of October 15, 2001

BETWEEN:

OXFORD PROPERTIES GROUP INC.

("Oxford")

- and -

GP CO 9 INC.

("GP Co")

- and -

**GP CO 9 INC., as general partner for OPGI Management
Limited Partnership**

RECITALS

- A. Oxford is a corporation continuing from the amalgamation (the "Amalgamation") of, among others, Oxford Properties Group Inc., Oxford Development Group Inc. ("ODGI") and Data Centres Management Services Inc. ("Data Centres").
- B. Oxford and GP Co have entered into a limited partnership agreement made as of even date to govern their relationship in respect of OPGI Management Limited Partnership (the "Limited Partnership").
- C. Oxford is the sole limited partner and GP Co is the sole general partner of the Limited Partnership.
- D. Prior to this Agreement, the interests in the Limited Partnership were as follows:
 - (a) Oxford: 50%; and
 - (b) GP Co: 50%.

FOR VALUE RECEIVED, the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement:

- (a) **"Assumed Liabilities"** means the liabilities of Oxford relating to the Business, including those in respect of the Contracts and in respect of its capacity as Manager under the Management Agreements on the date hereof.
- (b) **"Business"** means the business of managing and operating real property and the business of providing other management services (including asset and facilities management), which business was carried on by one or more predecessors to the Amalgamation, including ODGI (including without limitation the businesses carried on under the names of MTEC, Perimis, Perimis Facilities Management and Fencorp Realty) and Data Centres.
- (c) **"Contracts"** means all existing contracts and agreements with third parties with respect to (without limiting the generality of the foregoing) the management, maintenance, repair, operation, cleaning, security, fire protection, insurance, servicing and other aspects of any property entered into by Oxford, as manager, or by any previous manager, on behalf of any current or previous owner of any property, in each case as amended, renewed or otherwise varied to the date hereof.
- (d) **"Cost Amount"** in respect of a Purchased Asset means the cost amount of such Purchased Asset for the purposes of the Tax Act.
- (e) **"ETA"** means the *Excise Tax Act* (Canada), as amended from time to time.
- (f) **"GST"** means tax imposed under Part IX of the ETA.
- (g) **"Intellectual Property"** means all trade-marks, trade-names, brands, business names, uniform resource locators, domain names, tag lines, graphics, logos and other commercial symbols and indicia of origin, goodwill, patents and inventions, copyrights, industrial designs, and other intellectual property rights, whether registered or not or the subject of a pending application for registration owned by or licensed to Oxford.
- (h) **"Licenses and Permits"** means any elevating devices permits and any other licenses, permits, business names and approvals, if any, pertaining to any property.
- (i) **"Management Agreements"** means all property management agreements between Oxford, as manager, and owners of any property.
- (j) **"Oxford"** has the meaning set out in the recitals and, for greater certainty, includes any predecessors thereof by way of the Amalgamation.
- (k) **"PST"** means tax imposed under the *Retail Sales Tax Act* (Ontario), as amended from time to time, and any similar tax imposed under comparable legislation in any province or territory in Canada, in each case as amended from time to time.
- (l) **"Purchased Assets"** means the Business, the Contracts, Oxford's interest as Manager under the Management Agreements, the Licenses and Permits, Intellectual Property and all other personal or movable property and assets, tangible and intangible, howsoever connected with the Business, including, without limiting the generality of the foregoing, cash on hand in the bank, accounts receivable, refunds and rebates.

- (m) "QST" means tax imposed under the QSTA.
- (n) "QSTA" means the *Quebec Sales Tax Act*, as amended from time to time.
- (o) "Tax Act" means the *Income Tax Act* (Canada), as amended from time to time.

ARTICLE 2 TRANSFER

- 2.1 GP Co hereby contributes to the Partnership cash or cheque of \$6,750.00 in return for an increase in its partnership interest (as determined in Article 4) and GP Co subscribes for additional interests in the Limited Partnership.
- 2.2 Subject to the terms and conditions of this Agreement, Oxford hereby transfers to GP Co in its capacity as general partner of the Limited Partnership, as of the date hereof, all of Oxford's right, title and interest in and to the Purchased Assets, together with all rents, incomes, benefits and other advantages to be derived from the Purchased Assets, in return for an increase in its partnership interest (as determined in Article 4) and the assumption of Assumed Liabilities, all as set forth in Article 4 below and Oxford subscribes for additional interests in the Limited Partnership.

ARTICLE 3 VALUE

- 3.1 The parties agree that the fair market value of the Purchased Assets net of Assumed Liabilities ("Business Net Asset Value") will be determined by Oxford and GP Co within 90 days of the transfer or such other time period as agreed to by the Parties.

ARTICLE 4 ASSUMPTION OF LIABILITIES

- 4.1 GP Co in its capacity as general partner of the Limited Partnership hereby assumes the Assumed Liabilities.
- 4.2 Oxford and GP Co agree that Oxford's interest in the Limited Partnership is hereby increased by an amount equal to the Business Net Asset Value.
- 4.3 Oxford and GP Co acknowledge and agree that, as a result of the transfer, their interests in the Limited Partnership will be as follows:
 - (a) Oxford – the proportion that (i) the sum of the Business Net Asset Value plus \$10 is of (ii) the aggregate of the amount in (i) plus \$6,760.00; and
 - (b) GP Co – the proportion equal to one minus the proportion determined in paragraph 4.3(a).

ARTICLE 5 NOMINEE INTEREST AND AUTHORIZATION

- 5.1 Oxford acknowledges that, to the extent it continues to have any legal interest in Purchased Assets following the transfer in section 2.2, it holds such legal interest in the

Purchased Assets, including all Contracts, bank accounts and other ancillary administrative assets relating to the Purchased Assets as bare trustee, agent and nominee for GP Co in its capacity as general partner of the Limited Partnership as and from the date hereof. In consideration therefor, GP Co in its capacity as general partner of the Limited Partnership for itself, its successors and assigns, hereby covenants and agrees to indemnify and save harmless Oxford, its successors and assigns in its capacity as bare trustee, agent and nominee of, from and against any and all losses, obligations, responsibilities, damages, costs, liabilities, claims, charges, expenses, actions, causes of actions and demands whatsoever attributable to, or arising out of, or in connection with Oxford in its capacity as bare trustee, agent and nominee holding such interest for GP Co in its capacity as general partner of the Limited Partnership as aforesaid.

- 5.2 GP Co is hereby authorized to enter into any and all agreements related to the Purchased Assets with third parties (including without limitation co-owners, lenders and others) whereby, *inter alia*, GP Co assumes the obligations of Oxford with respect to the Purchased Assets.

ARTICLE 6 TAX ELECTION

- 6.1 Oxford and GP Co shall jointly execute, and Oxford and GP Co shall file in the manner and within the time period prescribed by the Tax Act, an election under subsection 97(2) of the Tax Act and the corresponding provisions of any applicable provincial or territorial tax legislation electing to transfer the Purchased Assets to GP Co in its capacity as general partner of the Limited Partnership at an agreed amount determined by Oxford. GP Co authorizes Oxford to act for GP Co in connection with the foregoing. Oxford and GP Co hereby irrevocably authorize and direct KPMG to prepare the said election, and covenant and agree to provide access to all books and records pertaining to the Purchased Assets for such purpose.
- 6.2 If available, GP Co in its capacity as general partner of the Limited Partnership and Oxford shall jointly make the election provided for under, respectively, section 167 of the ETA, section 75 of the QSTA and the corresponding provisions of any other applicable provincial or territorial legislation, so that no GST, QST or any other similar value added or multi-staged tax will be payable in respect of the transactions contemplated by this Agreement. Alternatively, if available, Oxford and GP Co in its capacity as general partner of the Limited Partnership may enter into a joint election under section 156 of the ETA, section 334 of the QSTA, and the corresponding provisions of any other applicable provincial or territorial legislation to relieve Oxford from charging and collecting GST, QST or any other similar value added or multi-staged tax payable in respect of the transactions contemplated by this Agreement as described below. Subject to all of the foregoing, to the extent required, GP Co in its capacity as general partner of the Limited Partnership shall be liable for and shall pay to Oxford an amount equal to all applicable GST, QST or any other similar value added or multi-staged tax payable by the Limited Partnership and collectible by Oxford in respect of the transactions contemplated by this Agreement. Oxford shall include the amount of any GST, QST or any other similar value added or multi-staged tax collected on the sale of the Purchased Assets in the calculation of its GST, QST or any other similar value added or multi-staged tax return for the reporting period which includes the date hereof.

- 6.3 GP Co in its capacity as general partner of the Limited Partnership shall pay in accordance with the *Retail Sales Tax Act* (Ontario) (and any other comparable applicable legislation in any province or territory in Canada, as amended from time to time), directly to the Ministry of Finance (Ontario) or any other applicable provincial revenue authority, the amount of any PST in respect of the transactions contemplated by this Agreement promptly upon the determination of such amount in accordance with Section 6.4.
- 6.4 Oxford and GP Co in its capacity as general partner of the Limited Partnership agree to reasonably allocate the purchase price of the Purchased Assets among the various asset classes, as applicable, to comply with their obligations under the ETA, *Retail Sales Tax Act* (Ontario), the Tax Act, the QSTA, the *Taxation Act* (Quebec), and in each case, any comparable legislation in any province or territory in Canada, as amended from time to time, and the terms of this Agreement.

**ARTICLE 7
FEES AND TAXES**

- 7.1 All fees, transfer taxes and similar payments arising out of the completion of the transaction contemplated by this Agreement shall be paid by the parties in accordance with applicable law or custom.

**ARTICLE 8
BULK SALES/SALE OF AN ENTERPRISE**

- 8.1 The parties waive compliance with the provisions of all applicable bulk sales legislation and Articles 1767 and following of the *Civil Code of Quebec* relating to the sale of an enterprise and Oxford shall indemnify GP Co in its capacity as general partner of the Limited Partnership for all loss, liability and expense incurred by virtue of such non-compliance.

**ARTICLE 9
EMPLOYEES**

- 9.1 The parties hereby agree that all employees relating to the Purchased Assets will be transferred to GP Co in its capacity as general partner for the Limited Partnership within 90 days following the transfer herein or such other time period as agreed to by the parties. Prior to such transfer of employees, GP Co in its capacity as general partner for the Limited Partnership hereby agrees that it will reimburse Oxford for all costs associated therewith, including without limitation, salaries, benefits, and remittances relating to such employment.

**ARTICLE 10
OXFORD'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

- 10.1 Oxford represents and warrants to GP Co in its capacity as general partner of the Limited Partnership, with respect to the Purchased Assets as follows:
- (a) Oxford owns and controls all of the Purchased Assets;

- (b) Oxford is a corporation validly subsisting under the laws of Ontario and has the corporate capacity to own the Purchased Assets and to transfer the Purchased Assets and to enter into, execute and deliver this Agreement and any agreements and other instruments contemplated by this Agreement;
- (c) subject to Oxford obtaining any necessary consents, there is not any order, injunction, decree, statute, rule, regulation, agreement or other instrument binding upon Oxford that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by Oxford of any term or condition of this Agreement;
- (d) subject to Oxford obtaining any necessary consents, all governmental, regulatory, corporate and other consents and approvals necessary or appropriate in respect of the transfer of the Purchased Assets by Oxford to GP Co in its capacity as general partner of the Limited Partnership have been obtained; and
- (e) Oxford is not a non-resident of Canada for the purposes of the Tax Act.

10.2 Oxford hereby further covenants and warrants to GP Co in its capacity as general partner of the Limited Partnership with respect to the Purchased Assets, the following:

- (a) that Oxford has the right to convey the Purchased Assets to GP Co in its capacity as general partner of the Limited Partnership;
- (b) Oxford is not in default under any of the Contracts or the Management Agreements and hereby indemnifies and holds harmless GP Co in its capacity as general partner of the Limited Partnership from any and all actions, suits, costs, losses, charges and expenses arising or occasioned as a result of any act or omission of Oxford under any of the Contracts or the Management Agreements up to and including the effective date of this Agreement.

ARTICLE 11

GENERAL PARTNER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

11.1 With respect to the Contracts and the Management Agreements, GP Co in its capacity as general partner of the Limited Partnership hereby assumes and agrees to perform all of the obligations of Oxford pursuant to the Contracts and all of the obligations of Oxford as Manager pursuant to the Management Agreements, from the date hereof and agrees to indemnify and save Oxford harmless from all actions, suits, costs, losses, charges, damages and expenses arising from or occasioned as a result of any act or omission of GP Co in its capacity as general partner of the Limited Partnership or its successors and assigns under any of the Contracts or the Management Agreements, as the case may be, from and after the effective date of this Agreement.

ARTICLE 12

GENERAL

12.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, undertakings,

representations, warranties and understandings, whether written or verbal. There are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement.

12.2 Time of the Essence

For every term of this Agreement, time is of the essence.

12.3 Assignment and Benefit

No party may assign this Agreement or any portion hereof without the prior written consent of the other party. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

12.4 Governing Law

This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario.

12.5 Further Assurances

Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the terms and intent of this Agreement.

12.6 Severability

If any provision contained in this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

ARTICLE 13 NON-ASSIGNABLE CONTRACTS

13.1 Non-Assignable Contracts

Notwithstanding any other provision of this Agreement, Section 2.2 of this Agreement is subject to the condition precedent that if a consent from a third party is required for such transfer or if certain conditions must be met before such transfer and the failure to obtain such consent or to fulfil such conditions would result in the right of a third party to terminate any Management Agreement, then such transfer in respect of such Purchased Asset is not effective, until all such consents and such conditions with respect to such Purchased Asset have been obtained and/or met, and any proceeds in respect of or other income derived from such Purchased Asset shall be held in trust by Oxford for GP Co in its capacity as general partner of the Limited Partnership.

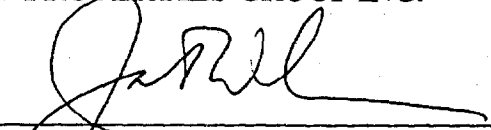
**ARTICLE 14
LANGUAGE**

14.1 Language

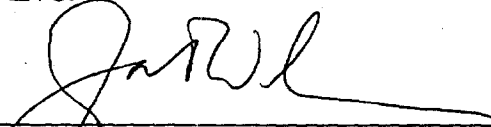
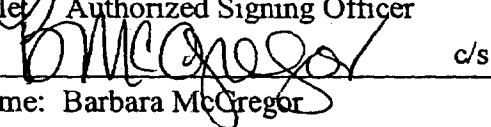
The Parties expressly request and require that this Agreement and any related documents be drawn up solely in the English language. *Les parties aux présentes conviennent et exigent que cette entente et tous les documents qui s'y rattachent soient rédigés seulement en anglais.*

The parties have executed this Agreement as of the date first written above.

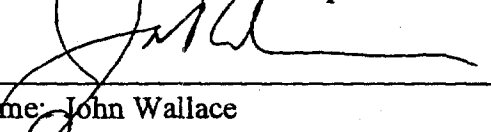
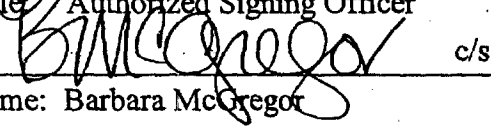
OXFORD PROPERTIES GROUP INC.

By: 
Name: John Wallace c/s
Title: Authorized Signing Officer

GP CO 9 INC.

By: 
Name: John Wallace
Title: Authorized Signing Officer
By: 
Name: Barbara McGregor c/s
Title: Authorized Signing Officer

**GP CO 9 INC., as general partner for OPGI
Management Limited Partnership**

By: 
Name: John Wallace
Title: Authorized Signing Officer
By: 
Name: Barbara McGregor c/s
Title: Authorized Signing Officer

5. The amendment has been duly authorized as required by Sections 168 & 170 (as applicable) of the Business Corporations Act.

La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.

6. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on

La actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2002 January 28

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

These articles are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

GP CO 9 INC.

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

By:/Par:

(Signature)
(Signature)

Corporate Secretary

(Description of Office)
(Fonction)