

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	03/01/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Honeywell Silent Witness Inc.		03/01/2006	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Honeywell Limited Honeywell Limitee
Street Address:	800 Aerospace Blvd.
Internal Address:	Hangar 8, Slemon Park
City:	Prince Edward Island
State/Country:	CANADA
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2749028	EXITVIEW
Registration Number:	2679639	FAREVIEW
Registration Number:	1180964	GYR
Registration Number:	2774543	MAGNAVIEW
Registration Number:	2728635	NIGHT HAWK
Registration Number:	2767935	PRIMAVIEW
Registration Number:	2143819	SILENT WITNESS
Registration Number:	3000727	VIFI

CORRESPONDENCE DATA

Fax Number: (973)455-5904
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (973) 455-2000
 Email: trademarks@honeywell.com

CH \$215.00 2749028

900145788

**TRADEMARK
 REEL: 004081 FRAME: 0864**

Correspondent Name: Honeywell International Inc.
Address Line 1: 101 Columbia Road
Address Line 4: Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER: 0555

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Susan R. Giniger

Signature: /susan.giniger/

Date: 10/21/2009

Total Attachments: 14

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Industry Canada

Industrie Canada

**Certificate
of Amalgamation**

**Canada Business
Corporations Act**

**Certificat
de fusion**

**Loi canadienne sur
les sociétés par actions**

HONEYWELL LIMITED

HONEYWELL LIMITÉE

435152-5

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.

Richard G. Shaw
Director - Directeur

March 1, 2006 / le 1 mars 2006

Date of Amalgamation - Date de fusion

Canada



Industry Canada Industrie Canada
 Canada Business Corporations Act Loi canadienne sur les sociétés par actions

FORM 9
 ARTICLES OF AMALGAMATION
 (SECTION 185)

FORMULAIRE 9
 STATUTS DE FUSION
 (ARTICLE 185)

1 -- Name of the Amalgamated Corporation Dénomination sociale de la société issue de la fusion
 HONEYWELL LIMITED
 HONEYWELL LIMITÉE

2 -- The province or territory in Canada where the registered office is to be situated La province ou le territoire au Canada où se situera le siège social
 Ontario

3 -- The classes and any maximum number of shares that the corporation is authorized to issue Catégories et tout nombre maximal d'actions que la société est autorisée à émettre
 An unlimited number of Common shares, an unlimited number of Class A Preferred shares, an unlimited number of Class B Preferred shares and an unlimited number of Class C Preferred shares.
 The annexed Schedule I is incorporated in this form.

4 -- Restrictions, if any, on share transfers Restrictions sur le transfert des actions, s'il y a lieu
 The annexed Schedule II is incorporated in this form.

5 -- Number (or minimum and maximum number) of directors Nombre (ou nombre minimal et maximal) d'administrateurs
 Not less than one (1) nor more than ten (10) as the directors may from time to time determine.

6 -- Restrictions, if any, on business the corporation may carry on Limites imposées à l'activité commerciale de la société, s'il y a lieu
 No restrictions.

7 -- Other provisions, if any Autres dispositions, s'il y a lieu
 The annexed Schedule III is incorporated in this form.

8 -- The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows: La fusion a été approuvée en accord avec l'article ou le paragraphe de la Loi indiqué ci-après

183
 184(1)
 184(2)

9 -- Name of the amalgamating corporations Dénomination sociale des sociétés fusionnantes	Corporation No. N° de la société	Signature	Date	Title Titre	Tel. No. N° de tél.
Honeywell Limited Honeywell Limitée	399218-7	<i>D. Van Damme</i>	Feb. 15/06	Director, Finance	(905) 608-6033
Honeywell Silent Witness Inc.	423072-8	<i>D. Van Damme</i>	Feb. 15/06	Asst. VP - Finance	(905) 608-6033

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435152-5

SCHEDULE I

The following are the rights, privileges, restrictions and conditions attaching to the Common Shares, the Class A Preferred Shares, the Class B Preferred Shares and the Class C Preferred Shares in the capital of the Corporation:

COMMON SHARES

1. Dividends

The holders of the Common Shares shall be entitled to receive, as and when declared by the board of directors of the Corporation, out of monies properly applicable to the payment of dividends, dividends on the Common Shares at any time outstanding which the directors may determine to declare and pay in any fiscal year of the Corporation.

2. 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.

3. Voting Rights

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

4. Antidilution

Any amendment to the articles of the Corporation to delete or vary any right, privilege, restriction or condition attaching to the Common Shares or to create shares ranking in priority to or on a parity with the Common Shares, in addition to the authorization by a special resolution, shall be authorized by at least two-thirds (2/3rds) of the votes cast at a meeting of the holders of the Common Shares duly called for that purpose.

CLASS A PREFERRED SHARES

1. Dividends

The holders of the Class A Preferred Shares shall be entitled to receive as and when declared by the board of directors of the Corporation, out of any or all profits or surplus properly applicable to the payment of dividends, non-cumulative dividends on the Class A Preferred Shares at the time outstanding which the directors may determine to declare and pay in any fiscal year of the Corporation.

2. Redemption at the Option of the Corporation

The Corporation may, upon giving notice as hereinafter provided, redeem the whole or any part of the Class A Preferred Shares on payment for each share to be redeemed of the amount paid thereon, together with all dividends declared thereon and unpaid. Not less than thirty (30) days' notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares to be redeemed, specifying the date and place or places of redemption. If notice of any such redemption be given by the Corporation in the manner aforesaid and an amount sufficient to redeem the shares be deposited with any trust company or chartered bank in Canada, as specified in the notice, on or before the date fixed for redemption, dividends on the Class A Preferred Shares to be redeemed shall cease after the date so fixed for redemption and the holders thereof shall thereafter have no rights against the Corporation in respect thereof except, upon the surrender of certificates for such shares, to receive payment therefor out of the monies so deposited. Notice of such redemption may be waived by the holders of the Class A Preferred Shares to be redeemed.

3. Redemption at the Option of the Holder

The holder of Class A Preferred Shares shall be entitled to require the Corporation to redeem at any time or times, all or any of the Class A Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office share certificates representing the Class A Preferred Shares which the registered holder desires to have the Corporation redeem together with a request in writing specifying that the registered holder desires to have the Class A Preferred Shares represented by such certificate redeemed by the Corporation, the price per share to be paid upon such redemption to be the amount paid up thereon, together with all dividends declared thereon and unpaid. The Corporation shall tender payment in full for such Class A Preferred Shares within thirty (30) days of receipt of notice from the registered holder of the Class A Preferred Shares. Upon payment in full such Class A Preferred Shares shall cease to be entitled to dividends and the holders thereof shall have no rights against the Corporation in respect thereof.

4. Non-Voting Rights

Except as otherwise provided in the *Canada Business Corporations Act* (the "Act"), the holders of the Class A Preferred Shares shall not be entitled to receive notice of, or to attend or to vote at any meeting of the shareholders of the Corporation.

5. 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 Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares, the Class B Preferred Shares, the Class C Preferred Shares and any other class of shares of the Corporation ranking junior to the Class A Preferred Shares, an amount equal to the amount paid up thereon, and any dividends declared thereon and unpaid and no more.

6. Antidilution

Any amendment to the articles of the Corporation to delete or vary any right, privilege, restriction or condition attaching to the Class A Preferred Shares or to create shares ranking in priority to or on a parity with the Class A Preferred Shares, in addition to the authorization by a special resolution, shall be authorized by at least two-thirds (2/3rds) of the votes cast at a meeting of the holders of the Class A Preferred Shares duly called for that purpose.

CLASS B PREFERRED SHARES

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

1. Definitions

With respect to the Class B Preferred Shares, the following terms shall have the meanings ascribed to them below:

- (a) "Redemption Amount" in respect of each Class B Preferred Share means the quotient obtained by dividing the fair market value as of January 1, 2002 of 101 Common Shares of Pittway Corporation of Canada (the "Pittway Shares") by the number of Class B Preferred Shares issued in exchange for the Pittway Shares, provided that if subsequent to any determination of the fair market value of the Pittway Shares, the Corporation determines, or the Canada Customs and Revenue Agency, or any other taxing authority, shall assert by assessment, reassessment or otherwise, within the time period prescribed by the *Income Tax Act* (Canada) or any applicable provincial legislation for such action, that the fair market value of the Pittway Shares was greater or less than the amount determined, then the Redemption Amount of each Class B Preferred Share shall be and shall be deemed always to have been the amount that is determined in the manner described above, provided the fair market value of the Pittway Shares shall be deemed to be such amount as may be finally determined by the Corporation or by agreement among the particular taxing authority and the Corporation to have been the fair market value of the Pittway Shares, or in the absence of such agreement, such amount as shall be finally determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to have been such amount on January 1, 2002.

The Redemption Amount of each Class B Preferred Share so adjusted shall be deemed retroactively to the time of issuance of such shares to have been its Redemption Amount; and in the event that any of such Class B Preferred Shares have been redeemed prior to the date the fair market value of the Pittway Shares is ultimately determined as provided herein, a cash settlement in the amount of any such adjustment shall be made by the holder of Class B Preferred Shares, or the Corporation, as the case may be.

- (b) "Redemption Price" in respect of each Class B Preferred Share means the Redemption Amount together with all dividends declared thereon and unpaid up

to the date of liquidation, dissolution or winding up or the date of redemption, as the case may be.

2. **Dividends**

The holders of the Class B Preferred Shares shall be entitled to receive as and when declared by the board of directors of the Corporation, out of any or all profits or surplus properly applicable to the payment of dividends, non-cumulative dividends on the Class B Preferred Shares at the time outstanding which the directors may determine to declare and pay in any fiscal year of the Corporation.

3. **Non-Voting Rights**

Except as otherwise provided in the Act, the holders of the Class B Preferred Shares shall not be entitled to receive notice of, or to attend or to vote at any meeting of the shareholders of the Corporation.

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

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of the Class B Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares, the Class C Preferred Shares and any other class of shares of the Corporation ranking junior to the Class B Preferred Shares, an amount equal to the Redemption Price. After payment to the holders of the Class B Preferred Shares of the amount so payable to such holders as herein provided, the holders shall not be entitled to share in any further distribution of the property or assets of the Corporation.

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

- (a) 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 B Preferred Shares registered in the name of any holder of any such Class B Preferred Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder specifying:
 - (i) that the Corporation desires to redeem all or any part of the Class B Preferred Shares registered in the name of such holder;
 - (ii) if part only of the Class B Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed;
 - (iii) the business day (in this paragraph referred to as the "Redemption Date") on which the Corporation desires to redeem such Class B Preferred Shares. Such notice shall specify a Redemption Date which shall not be less than 2 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 B Preferred Shares may agree; and
 - (iv) the place of redemption.

- (b) The Corporation shall, on the Redemption Date, redeem such Class B Preferred Shares by paying to such holder an amount equal to the Redemption Price on presentation and surrender of the certificate(s) for the Class B Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class B Preferred Shares shall thereupon be cancelled and the Class B Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque payable in the amount of, or at the option of the Corporation, a demand note with a principal amount equal to the aggregate Redemption Price for the Class B Preferred Shares 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 B Preferred Shares in respect thereof unless payment of the Redemption Price is not made on the Redemption Date, or on presentation and surrender of the certificate(s) for the Class B Preferred Shares so called for redemption, whichever is later in which case the rights of the holder of the Class B Preferred Shares shall remain unaffected until payment in full of the Redemption Price.
- (c) Where at any time some but not all of such Class B Preferred Shares are to be redeemed, the Class B Preferred Shares to be redeemed shall be selected by lot in such manner as the board of directors determines, or as nearly as may be in proportion to the number of Class B Preferred Shares registered in the name of each holder, or in such other manner as the board of directors determines.

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

- (a) Subject to the Act, a holder of any Class B Preferred Shares shall be entitled to require the Corporation to redeem at any time or times any Class B Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Class B Preferred Shares which the holder desires to have the Corporation redeem together with a request in writing (in this paragraph referred to as a "Redemption Demand") specifying:
- (i) that the holder desires to have the Class B Preferred Share represented by such certificate redeemed by the Corporation;
 - (ii) if part only of the Class B Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed; and
 - (iii) the business day (in this paragraph referred to as the "Redemption Date") on which the holder desires to have the Corporation redeem such Class B Preferred Shares. The Redemption Demand shall specify a Redemption Date which shall not be less than 2 days after the date on which the Redemption Demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.
- (b) The Corporation shall, on such Redemption Date, subject to paragraph 7 below, redeem all Class B Preferred Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price therefor on

presentation and surrender of the certificate(s) for the Class B Preferred Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Class B Preferred Shares shall thereupon be cancelled and the Class B Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque in the amount of, or at the option of the Corporation, a demand note with a principal amount equal to the aggregate Redemption Price for the Class B Preferred Shares to be redeemed. From and after the Redemption Date, such Class B Preferred Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Class B Preferred Shares in respect thereof unless payment of the said Redemption Price is not made on the Redemption Date, in which case the rights of the holder of the Class B Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

7. **Partial Repayment**

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

8. **Antidilution**

Any amendment to the articles of the Corporation to delete or vary any right, privilege, restriction or condition attaching to the Class B Preferred Shares or to create shares ranking in priority to or on a parity with the Class B Preferred Shares, in addition to the authorization by a special resolution, shall be authorized by at least two-thirds (2/3rds) of the votes cast at a meeting of the holders of the Class B Preferred Shares duly called for that purpose.

CLASS C PREFERRED SHARES

1. **Definitions**

With respect to the Class C Preferred Shares, the following terms shall have the meanings ascribed to them below:

- (i) "Assumed Liabilities" means any liabilities assumed by the Corporation in partial consideration for the transfer of the Purchased Assets to the Corporation.
- (ii) "Net Fair Market Value" with respect to Purchased Assets shall mean the fair market value, as at the date of transfer (the "Transfer Date") of such Purchased Assets less the fair market value, as at the Transfer Date, of the rights in respect of such Assumed Liabilities of the person to whom such Assumed Liabilities are owed, as agreed to by the Corporation and the transferor of the Purchased Assets (collectively the "Parties") within 90 days following the Transfer Date or such longer period as the Parties may determine.

- (iii) "Purchased Assets" means any assets transferred to the Corporation in consideration for the assumption by the Corporation of the Assumed Liabilities and the issuance of Class C Preferred Shares.
- (iv) "Redemption Amount" means the quotient obtained by dividing (i) the Net Fair Market Value of the Purchased Assets by (ii) the number of Class C Preferred Shares issued as partial consideration for the Purchased Assets, provided that if subsequent to any determination of the Net Fair Market Value of the Purchased Assets, the Parties shall agree, or the Canada Customs and Revenue Agency, or any other taxing authority, shall assert by assessment, reassessment or otherwise, within the time period prescribed by the *Income Tax Act* (Canada) or applicable provincial legislation, for such action, that the Net Fair Market Value of such Purchased Assets on the Transfer Date was greater or less than the amount determined, then the Redemption Amount of each Class C Preferred Share shall be deemed to be and always to have been the amount that is determined in the manner described above, provided the Net Fair Market Value of the Purchased Assets shall be deemed to be such amount as may be finally determined by agreement of the Parties or by agreement among the particular taxing authority and the Parties to have been the Net Fair Market Value of the Purchased Assets on the Transfer Date, or in the absence of such determination, such amount as shall be finally determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all time periods for appeal have expired without appeals having been taken) to have been the Net Fair Market Value on the Transfer Date.

The Redemption Amount of each Class C Preferred Share so adjusted shall be deemed retroactively to the Transfer Date to have been its Redemption Amount; and in the event that any of such Class C Preferred Shares have been redeemed prior to the date the Net Fair Market Value of the Purchased Assets is ultimately determined as provided herein, a cash settlement in the amount of any such adjustment shall be made by the holder of Class C Preferred Shares, or the Corporation, as the case may be or, if a demand note was issued pursuant to either paragraph 5 or 6, as the case may be, the principal amount outstanding thereunder shall be deemed to have been retroactively adjusted.

- (v) "Redemption Price" in respect of each Class C Preferred Share means the Redemption Amount together with all dividends declared thereon and unpaid up to the date of liquidation, dissolution or winding up or the date of redemption, as the case may be.

2. Dividends

The holders of the Class C Preferred Shares shall be entitled to receive as and when declared by the board of directors of the Corporation, out of any or all profits or surplus properly applicable to the payment of dividends, non-cumulative dividends on the Class C Preferred Shares at the

time outstanding which the directors may determine to declare and pay in any fiscal year of the Corporation.

3. Non- Voting Rights

Except as otherwise provided in the Act, the holders of the Class C Preferred Shares shall not be entitled to receive notice of, or to attend or to vote at any meeting of the shareholders of the Corporation.

4. Liquidation, Dissolution or Winding-up

In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of the Class C Preferred Shares shall be entitled to receive in respect of each such share, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other class of shares of the Corporation ranking junior to the Class C Preferred Shares, an amount equal to the Redemption Price. After payment to the holders of the Class C Preferred Shares of the amount so payable to such holders as herein provided, the holders shall not be entitled to share in any further distribution of the property or assets of the Corporation.

5. Redemption at the Option of the Corporation

- (a) 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 C Preferred Shares registered in the name of any holder of any such Class C Preferred Shares on the books of the Corporation with or without the consent of such holder by giving notice in writing to such holder specifying:
 - (i) that the Corporation desires to redeem all or any part of the Class C Preferred Shares registered in the name of such holder;
 - (ii) if part only of the Class C Preferred Shares registered in the name of such holder is to be redeemed, the number thereof to be so redeemed;
 - (iii) the business day (in this paragraph referred to as the "Redemption Date") on which the Corporation desires to redeem such Class C Preferred Shares. Such notice shall specify a Redemption Date which shall not be less than 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 C Preferred Shares may agree; and
 - (iv) the place of redemption.
- (b) The Corporation shall, on the Redemption Date, redeem such Class C Preferred Shares by paying to such holder an amount equal to the Redemption Price on presentation and surrender of the certificate(s) for the Class C Preferred Shares so called for redemption at such place as may be specified in such notice. The certificate(s) for such Class C Preferred Shares shall thereupon be cancelled and the Class C Preferred Shares represented thereby shall thereupon be redeemed.

Such payment shall be made by delivery to such holder of a cheque payable in the amount of, or at the option of the Corporation, a demand note with a principal amount equal to the aggregate Redemption Price for the Class C Preferred Shares 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 C Preferred Shares in respect thereof unless payment of the Redemption Price is not made on the Redemption Date, or on presentation and surrender of the certificate(s) for the Class C Preferred Shares so called for redemption, whichever is later in which case the rights of the holder of the Class C Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

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

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

- (a) Subject to the Act, a holder of any Class C Preferred Shares shall be entitled to require the Corporation to redeem at any time or times any Class C Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate representing the Class C Preferred Shares which the holder desires to have the Corporation redeem together with a request in writing (in this paragraph referred to as a "Redemption Demand") specifying:
 - (i) that the holder desires to have the Class C Preferred Share represented by such certificate redeemed by the Corporation;
 - (ii) if part only of the Class C Preferred Shares registered in the name of such holder is to be redeemed, that number thereof to be so redeemed; and
 - (iii) the business day (in this paragraph referred to as the "Redemption Date") on which the holder desires to have the Corporation redeem such Class C Preferred Shares. The Redemption Demand shall specify a Redemption Date which shall not be less than 30 days after the date on which the Redemption Demand is tendered to the Corporation or such other date as the holder and the Corporation may agree.
- (b) The Corporation shall, on such Redemption Date, subject to paragraph 7 below, redeem all Class C Preferred Shares required to be redeemed by paying to such holder an amount equal to the aggregate Redemption Price therefor on presentation and surrender of the certificate(s) for the Class C Preferred Shares to be so redeemed at the registered office of the Corporation. The certificate(s) for such Class C Preferred Shares shall thereupon be cancelled and the Class C Preferred Shares represented thereby shall thereupon be redeemed. Such payment shall be made by delivery to such holder of a cheque in the amount of, or at the option of the Corporation, a demand note with a principal amount equal to the

aggregate Redemption Price for the Class C Preferred Shares to be redeemed. From and after the Redemption Date, such Class C Preferred Shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Class C Preferred Shares in respect thereof unless payment of the said Redemption Price is not made on the Redemption Date, in which case the rights of the holder of the Class C Preferred Shares shall remain unaffected until payment in full of the Redemption Price.

7. Partial Repayment

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

8. Antidilution

Any amendment to the articles of the Corporation to delete or vary any right, privilege, restriction or condition attaching to the Class C Preferred Shares or to create shares ranking in priority to or on a parity with the Class C Preferred Shares, in addition to the authorization by a special resolution, shall be authorized by at least two-thirds (2/3rds) of the votes cast at a meeting of the holders of the Class C Preferred Shares duly called for that purpose.

SCHEDULE II

The right to transfer shares of the Corporation shall be restricted in that no shares shall be transferred without the approval of:

(a) the directors of the Corporation, expressed by a resolution of the board of directors;

or

(b) the shareholders of the Corporation, expressed by a resolution of the shareholders.

SCHEDULE III

- (a) The number of shareholders of the Corporation exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (b) Any invitation to the public to subscribe for any securities of the Corporation shall be prohibited.
- (c) The directors may appoint from time to time one or more additional directors within the limits provided in the *Canada Business Corporations Act*.