

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Articles of Amalgamation		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Validity Foodservice Canada Inc.		01/11/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Nestle Canada Inc.		
Street Address:	25 Sheppard Avenue West		
City:	North York, Toronto		
State/Country:	CANADA		
Postal Code:	M2N6S8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2229829	SUNSATIONAL	
Registration Number:	2231308	SUNSATIONAL	
CORRESPONDENCE DATA			
Fax Number:	(818)637-3311		
Phone:	818-549-6726		
Email:	ava.baffoni@us.nestle.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Nestle USA, Inc.		
Address Line 1:	800 N Brand Blvd		
Address Line 2:	Trademark Dept - 14th Floor		
Address Line 4:	Glendale, CALIFORNIA 91203		
DOMESTIC REPRESENTATIVE			
Name:	Nestle USA, Inc.		
Address Line 1:	800 N Brand Blvd		
Address Line 2:	Trademark Dept - 14th Floor		

OP \$65.00 2229829

900202649

**TRADEMARK
 REEL: 004627 FRAME: 0330**

Address Line 4: Glendale, CALIFORNIA 91203

NAME OF SUBMITTER: Robert Sanders

Signature: /Bob Sanders/

Date: 09/21/2011

Total Attachments: 23

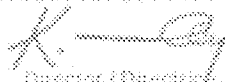
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**Ontario
 CERTIFICATE**
 This is to certify that these articles
 are effective on:

CERTIFICAT
 Ceci certifie que les présentes statuts
 ont pris en vigueur le:

1840744

JANUARY 01 JANVIER, 2011



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

**ARTICLES OF AMALGAMATION
 STATUTS DE FUSION**

Form 4
 Business
 Corporations
 Act

Formule 4
 Loi sur les
 sociétés par
 actions

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
 Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT)

NESTLÉ CANADA INC.

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

25 Sheppard Avenue West

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

North York

ONTARIO

M 2 N 6 S 8

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

Postal Code/Code postal

3. Number of directors is: / Nombre d'administrateurs: OR maximum and maximum
 OU minimum et maximum

3

12

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

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or P.R. No., Municipality Province, Country and Postal Code Adresse à la. y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State Yes or No Résident canadien Ouvrier
Terrence J. Ellwood	70 Angus Glen Blvd., Unionville, Ontario, Canada L6C 1Z4	Yes
William F. Broughton	353 Brooke Avenue, Toronto, Ontario, Canada M5M 2L4	Yes
Tim Brown	25 Sheppard Avenue West, North York, Ontario, Canada M2N 6S8	No

8. Method of amalgamation, check A or B
Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :

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

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :

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.
Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion représentent essentiellement les dispositions des statuts constitutifs de

Nestlé Canada Inc.

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations <i>Dénomination sociale des sociétés qui fusionnent</i>	Ontario Corporation Number <i>Numéro de la société en Ontario</i>	Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i>		
		Year <i>année</i>	Month <i>mois</i>	Day <i>jour</i>
Nestlé Canada Inc.	1758194	2010	12	29
Vitality Foodservice Canada Inc.	1399137	2010	12	29

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

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 société est autorisée à émettre.

An unlimited number of common shares, an unlimited number of Class A voting convertible preference shares and an unlimited number of Class B preference shares.

- » *Rights, privileges, restrictions and conditions (if any) affecting 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 devant être émise en série.

See attached pages 4A to 4K.

COMMON SHARES

1. The rights, privileges, restrictions and conditions attaching to the common shares are as follows:

- a) Payment of Dividends: The holders of the common shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amount and payable at such times and at such place or places in Canada as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or rateably with the common shares, the board of directors may in their sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Corporation.
- b) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the assets of the Corporation upon such a distribution in priority to the common shares, be entitled to participate rateably in any distribution of the assets of the Corporation.
- c) Voting Rights: The holders of the common shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to 1 vote in respect of each common share held at all such meetings.

CLASS A VOTING CONVERTIBLE PREFERENCE SHARES

2. The rights, privileges, restrictions and conditions attaching to the Class A voting convertible preference shares (the "Class A shares") are as follows:

- a) Non-Cumulative Dividends: The holders of the Class A shares, in priority to the common shares and all other shares ranking junior to the Class A shares, shall be entitled to receive and the Corporation shall pay thereon, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends, fixed preferential non-cumulative cash dividends at the rate of 4.41% per annum on the Redemption Price (as hereinafter defined) per share. The board of directors shall be entitled from time to time to declare part of the said preferential non-cumulative cash dividend for any financial year notwithstanding that such dividend for such financial year shall not be declared in full. If within 4 months after the expiration of any financial year of the Corporation the board of directors in its discretion has not declared the said dividend or any part thereof on the Class A shares for the financial year, then the rights of the holders of the Class A shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished.
- b) Dividends Preferential: Except with the consent in writing of the holders of all the Class A shares outstanding, no dividend shall at any time be declared and paid on or set apart

for payment on the common shares or on any other shares ranking junior to the Class A shares in any financial year unless and until the preferential non-cumulative cash dividends on all the Class A shares outstanding in respect of such financial year have been declared and paid or set apart for payment.

c) Match Dividend to Common Shares: The holders of the Class A shares shall be entitled until January 1, 2008 to receive dividends in excess of the preferential non-cumulative cash dividends hereinbefore provided if the board of directors of the Corporation declare a dividend on the common shares out of the assets of the Corporation properly applicable to the payment of dividends in excess of the preferential non-cumulative cash dividends hereinbefore provided (in the aggregate), such additional amount to be determined by the board of directors on a yearly basis in accordance with the following formula:

- (i) the aggregate dollar value of all dividends paid on the common shares in each year shall be divided by a factor of 10;
- (ii) the sum of (i) above shall have subtracted from it the aggregate dollar amount of all dividends paid on the Class A shares of the Corporation to the holders thereof in each such year; and
- (iii) the sum of (ii) above shall be divided by the aggregate number of Class A shares then outstanding, as determined by the board of directors on the date of such calculation, to yield the additional dollar amount of the dividend per Class A share, if any, payable to the holder thereof.

provided however that in no event shall the aggregate dollar amount of all additional dividends paid on the Class A shares to the holders thereof in any given year as determined in accordance with the formula set out in this paragraph 2(c) exceed \$US 15 million. The additional dividends, if any, to be paid on the Class A shares to the holders thereof shall be payable at such times and at such place or places in Canada as the board of directors may from time to time determine. For greater certainty, the board of directors of the Corporation shall not declare and pay dividends on the common shares in excess of the preferential non-cumulative cash dividends payable on the Class A shares as hereinbefore provided unless and until the board of directors of the Corporation declare and pay such additional amount, determined in accordance with the formula set out in this paragraph 2(c), to the holders of Class A shares in priority to or rateably with the common shares.

d) Participation upon Liquidation, Dissolution or Winding-Up: Subject to paragraphs (i) and (j) hereof, in the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs occurs after January 1, 2008, the holders of the Class A shares shall be entitled to receive from the assets of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of all Class A shares held by them respectively before any amount shall be paid or any assets of the Corporation distributed to the holders of any common shares or shares of any other class ranking junior to the

Class A shares. After payment to the holders of the Class A shares of the amount so payable to them as above provided they shall not be entitled to share in any further distribution of the assets of the Corporation.

- e) Redemption by Corporation: The Class A shares of the Corporation shall not be redeemable at the option of the Corporation on or prior to January 2, 2023. After January 2, 2023, but subject to the provisions hereof, the Corporation at its option may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Class A shares on payment of the Redemption Price (as hereinafter defined) for each share to be redeemed plus all declared and unpaid dividends thereon, the whole constituting and being herein referred to as the "Redemption Amount".

If the Corporation desires to redeem only part of the outstanding Class A shares, the Class A shares so to be redeemed shall be selected by lot or in such other manner as the directors of the Corporation may in their sole discretion determine to be equitable, including without limitation, if the directors so determine, pro rata (disregarding fractions) in proportion to the number of Class A shares held by each of the holders thereof.

- f) Idem: In the case of redemption of Class A shares under the provisions of paragraph 2(e) hereof, the Corporation shall at least 21 days before the date specified for redemption mail to each person who at the date of mailing is a registered holder of Class A shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Class A shares. Such notice shall be mailed by letter, postage prepaid, addressed to each such shareholder at his address as it appears on the records of the Corporation or in the event of the address of any such shareholder not so appearing then to the last known address of such shareholder; provided, however, that accidental failure to give any such notice to one or more of such shareholders shall not affect the validity of such redemption. Such notice shall set out the Redemption Amount and the date on which redemption is to take place and if part only of the shares held by the person to whom it is addressed is to be redeemed the number thereof so to be redeemed. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class A shares to be redeemed the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the Class A shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's banker in Canada. If a part only of the shares represented by any certificate be redeemed a new certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified for redemption in any such notice the Class A shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Amount shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the shareholders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Class A shares to deposit the

Redemption Amount of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or in any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Class A shares called for redemption upon the presentation and surrender to such bank or trust company of the certificates representing the same, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Class A shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest allowed on such deposit shall belong to the Corporation.

- g) Redemption Price: For the purposes hereof, the "Redemption Price" of a Class A share shall be \$4,000 Cdn. subject, however, to adjustment of such amount pursuant to the specific provisions of the articles of the Corporation in that regard.
- h) Voting Rights: The holders of the Class A shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each Class A share held at all such meetings provided that at no time, shall the holders of the Class A shares, as a class, receive less than 10% of the aggregate vote at all annual and special meetings of the shareholders of the Corporation.
- i) Conversion into Common Shares: Subject to the terms and conditions hereof, each Class A share shall have the right, at any time from the date of issuance up to and including January 1, 2008, to convert all or any part of their Class A shares into common shares of the Corporation. Each issued and outstanding Class A share is convertible into such number of fully paid and non-assessable common shares as is determined by the product of (a) the number of Class A shares to be converted divided by 125%, and (b) the value per Class A share as reasonably determined by the Corporation and the holders of Class A shares on the date of issuance divided by the value per common share as reasonably determined by the Corporation and the holders of Class A shares on the date of issuance (the "Conversion Price").
- j) Automatic Conversion: Subject to the terms and conditions hereof, each Class A share, from the date of issuance up to and including January 1, 2008, shall be deemed to be automatically converted into common shares at the then effective Conversion Price upon (i) the occurrence of the liquidation, winding-up or dissolution of the Corporation; or (ii) the sale of all or substantially all of the Corporation's assets.
- k) Mechanics of Conversion: No fractional shares of a common share shall be issued upon the conversion of a Class A share. In lieu of any fractional shares to which the holder would otherwise be entitled (after aggregating all Class A shares held by such holder such that the maximum number of whole common shares are issued to such holder upon conversion), the Corporation shall pay cash equal to such fraction multiplied by the then

effective Conversion Price. Before any holder of Class A shares shall be entitled to convert the same into common shares and receive certificates therefore such holder shall surrender the certificate or certificates representing such Class A shares duly endorsed, at the office of the Corporation and shall give written notice to the Corporation at its office that such holder elects to convert the same: provided, however, that in the event of an automatic conversion pursuant to paragraph 2(i) hereof, the issued and outstanding Class A shares shall be deemed to be converted automatically into common shares without any further action by the holders of such shares and whether or not the certificates representing such Class A shares are surrendered to the Corporation, and provided further that the Corporation shall not be obliged to issue share certificates representing the common shares issuable upon such automatic conversion unless the certificates representing such Class A shares are either delivered to the Corporation or the holder notifies the Corporation that such certificates have been lost, stolen or destroyed and executes an agreement satisfactory to the Corporation indemnifying the Corporation from any loss incurred by it in connection with such certificates.

The Corporation shall, as soon as practicable after such surrender of the Class A shares, or after receipt of such agreement and indemnification, issue and deliver to such holder of Class A shares a certificate or certificates for the number of common shares to which such holder shall be entitled as aforesaid and a cheque payable to the holder in the amount of any cash amounts payable as a result of the conversion of the Class A shares in respect of a fraction of a common share together with any declared but unpaid dividends on the Class A shares then converted, if applicable. Conversion pursuant to either paragraph 2(i) or 2(j) shall be deemed to have been made immediately prior to the close of business on the date of surrender of the Class A shares to be converted.

- b) Share Adjustments: The provisions of this paragraph 2 hereof with respect to the Class A Share Redemption Amount and the Class A Share Redemption Price (collectively the "Value") shall be subject to the provisions of this paragraph. The Value of the Class A shares was based on an estimate by the Corporation of the fair market value of the property which was exchanged for the Class A shares. In the event that Canada Customs and Revenue Agency, the United States Internal Revenue Service, or any other taxing authority, having jurisdiction (the "Taxing Authority") determines that the fair market value of the property transferred to the Corporation or the Class A shares of the Corporation issued by the Corporation in exchange therefore is other than as agreed and determined by the Corporation and the holders of the Class A shares, the amount finally determined as the fair market value hereof by agreement among the Taxing Authority, the Corporation and the holders of Class A shares, or in the absence of such agreement, such amount as shall be determined by a court having jurisdiction in the matter (after all appeal rights have been exhausted or all time for appeal has expired without any such appeal having been made) to be the fair market value of the property exchanged for such Class A shares, shall be adopted by the Corporation and the holders of Class A shares as the fair market value of the property transferred to the Corporation and the Class A shares issued by the Corporation in exchange therefore. In such event, depending on the circumstances, the Corporation shall issue and deliver to the holders of Class A shares additional Class A shares or the holders of Class A shares shall assign and transfer the

necessary, Class A shares to the Corporation for cancellation, in either case for a nominal consideration of \$1.00, so that after such adjustment the aggregate fair market value of the property transferred to the Corporation and the Class A shares of the Corporation issued by the Corporation in exchange therefore are equal. The number of Class A shares then issued and outstanding shall be deemed, retroactively to the date of first issuance, to have been the number so issued as determined. Subject to this paragraph 2, in the event that any of the Class A shares have been transferred or redeemed prior to the date of any such determination, cash settlements, if necessary, will be made by the holder of the said Class A shares to the Corporation to provide for the adjustment of Class A shares contemplated above.

CLASS B PREFERENCE SHARES

3. The rights, privileges, restrictions and conditions attaching to the Class B preference shares (the "Class B Preference Shares") are as follows:

- a) Definitions. In these Class B Preference Share conditions, the following words and phrases shall have the following meanings:
- (1) "Act" means the *Business Corporations Act* (Ontario).
 - (2) "Class B Redemption Amount" of each Class B Preference Share means, subject to the provisions of Clause (5) of this Article 1.1, the quotient obtained by dividing:
 - (i) the fair market value at the Issue Date of the Transferred Shares, which amount shall be determined by the Corporation
 - by
 - (ii) the number of Class B Preference Shares issued by the Corporation on the Issue Date in consideration for the transfer of the Transferred Shares to the Corporation.
 - (3) "Class B Redemption Price" of each Class B Preference Share at any particular time means an amount equal to the sum of the Class B Redemption Amount and all dividends declared on such Class B Preference Share prior to such time which remain unpaid at such time.
 - (4) "Dividend Payment Date" means, for any fiscal year of the Corporation, the last day of such fiscal year.
 - (5) "Designated Amount" means the Canadian-dollar equivalent of US\$1.00 as of the Issue Date, determined using the Bank of Canada noon spot USD/CAD exchange rate on the Issue Date (or if the Bank of Canada does not publish such rate on the Issue Date, the rate published on the closest date preceding the Issue Date), being the Corporation's best estimate on the Issue Date of the amount of the Class B

Redemption Amount. Unless and until the adjustments provided for hereafter in these Class B Preference Share Conditions are required, the Corporation shall be entitled to proceed on the basis that the Class B Redemption Amount is an amount equal to the Designated Amount and to make all payments, whether in respect of dividends or in respect of the Class B Redemption Price or otherwise, on that basis.

- (i) If at any time within 180 days after the Issue Date, the Corporation determines that the fair market value at the Issue Date of the Transferred Shares is an amount (the "Final Value") other than the amount determined by the Corporation on the Issue Date to be the fair market value of the Transferred Shares at the Issue Date, the Corporation shall adjust any and all payments before or after such time to reflect the actual amount of the Class B Redemption Amount as determined on the basis of the Final Value. Any such adjustment shall be made effective as of the Issue Date, and all necessary adjustments shall be made to any and all payments of dividends or any other amounts such that, after such adjustments, the Corporation and the holders of Class B Preference Shares shall be in the same position as if the Class B Redemption Amount had been determined from the Issue Date to be equal to the amount to which the redemption amount is so increased or decreased.

- (ii) In the event that at any time (x) the Canada Revenue Agency determines, or (y) a competent taxing authority successfully alleges or makes or proposes to make an assessment, and the Corporation has exhausted all legal recourse to challenge such assessment or has determined not to challenge further and to agree with or otherwise accept such assessment, on the basis that, the fair market value at the Issue Date of the Transferred Shares is an amount other than the amount determined by the Corporation, with the result that the Class B Redemption Amount is an amount other than the Designated Amount (or, where clause (i) applies, the Final Value), the Corporation shall adjust any and all payments before or after such time to reflect the actual amount of the Class B Redemption Amount as determined by a court of competent jurisdiction or other competent tribunal or as agreed between the Corporation and either the Canada Revenue Agency or another competent taxing authority, provided that such obligation to make adjustments shall be subject to the Corporation (or any successor thereto) and any shareholder or former shareholder of the Corporation exhausting or waiving its right of appeal to a tribunal or court of competent jurisdiction; any adjustment required pursuant to this clause shall be made effective as of the Issue Date and all necessary adjustments shall be made to any and all payments of dividends or any other amounts such that, after such adjustments, the Corporation and the holders of Class B Preference Shares shall be in the same position as if the Class B Redemption Amount had been determined from the Issue Date to be equal to the amount to which the Class B Redemption Amount is so increased or decreased.

- (6) "Issue Date" means the first date upon which any Class B Preference Shares are issued.
- (7) "Transferred Shares" means all the issued and outstanding shares in the capital stock of Vitality Foodservice Canada Inc. acquired by the Corporation as of the Issue Date.
- b) Non-Voting. Subject to the Act, the holders of the Class B Preference Shares shall not be entitled to receive notice of or to attend any meetings of the shareholders of the Corporation and shall not be entitled to vote at any such meetings (except where the holders of a specified class of shares are entitled to vote separately as a class as provided in the Act).
- c) Dividends. Subject to the Act, the Class B Preference Shares shall be entitled to receive, as and when declared by the board of directors in its sole discretion but in priority to any payment of dividends on the common shares in the capital of the Corporation and all other shares in the capital of the Corporation ranking junior to the Class B Preference Shares, fixed, preferential, non-cumulative, cash dividends equal to 7% of the Class B Redemption Amount, payable per annum on the Dividend Payment Date. The holders of the Class B Preference Shares shall not be entitled to any dividend other than or in excess of the non-cumulative cash dividends provided for above. If by the Dividend Payment Date in any fiscal year of the Corporation, the board of directors in its discretion shall not have declared the said fixed preferential dividend or any part thereof on the Class B Preference Shares then outstanding for such fiscal year, then the rights of the holders of the Class B Preference Shares to such dividend or any undeclared part thereof shall be forever extinguished. For any period which is less than a full year with respect to any Class B Preference Share which is issued, redeemed or purchased during such year, dividends shall be deemed to accrue on a daily basis and shall be equal to the amount calculated by multiplying 7% of the Class B Redemption Amount by a fraction of which the numerator is the number of days in such period (including the day at the beginning of such period and excluding the day at the end of such period) and of which the denominator is the number of days in such year (including the day at the beginning thereof and excluding the Dividend Payment Date at the end thereof). If, by reason of insolvency provisions of applicable law or for any other reason, on any Dividend Payment Date the dividends declared as of such date are not paid in full on all of the Class B Preference Shares then outstanding, such unpaid dividends shall be paid on a subsequent date or dates determined by the board of directors of the Corporation.
- d) Retraction. Subject to the Act and to the provisions of Articles 1.4.2, and 1.4.3 a holder of Class B Preference Shares shall be entitled to require the Corporation to redeem at any time on or after the date of issue thereof all or from time to time any portion of the Class B Preference Shares registered in the name of such holder.
- e) Retraction Procedure. In order to elect to have the Corporation redeem Class B Preference Shares pursuant to the above retraction privilege, a holder of Class B Preference Shares must tender to the Corporation, at its registered office, the certificate or certificates representing the Class B Preference Shares which the holder wishes the

Corporation to redeem, together with a written request specifying that the holder desires to have all or a specified number of the Class B Preference Shares held by such holder and represented by such certificate or certificates (if any) redeemed by the Corporation on a retraction date selected by the holder. Upon receipt of all necessary documentation, the receipt of all or any portion of which the Corporation may waive in its sole discretion, the Corporation shall, subject to Article 1.4.3, redeem each such Class B Preference Share duly tendered pursuant to this retraction privilege at a price per share equal to the Class B Redemption Price. The tender of the certificate or certificates (if any) by a holder of Class B Preference Shares pursuant to this Article 1.4.2 shall be irrevocable unless payment of the Class B Redemption Price shall not be duly made by the Corporation to the holder on or before the retraction date. In the event that payment of the Class B Redemption Price is not made by the Corporation on or before the retraction date, the Corporation shall forthwith thereafter return the holder's deposited share certificate or certificates to the holder. If a holder of Class B Preference Shares tenders for redemption pursuant to the above retraction privilege less than all of the Class B Preference Shares represented by any certificate or certificates (if any), at the request of the holder, the Corporation shall issue and deliver to such holder, at the expense of the Corporation, a new certificate representing the Class B Preference Shares which are not being tendered for redemption. On the retraction date, the Corporation shall deliver the aggregate Class B Redemption Price for each Class B Preference Share so redeemed to the former holder thereof. The Class B Redemption Price may be satisfied, at the Corporation's option, by cheque payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by the issuance and delivery by the Corporation to the holder of a demand promissory note with a principal amount equal to the Class B Redemption Price for each Class B Preference Share so redeemed multiplied by the number of Class B Preference Shares so redeemed. Upon such payment being made, the Class B Preference Shares in respect of which such payment is made shall be redeemed. The Class B Preference Shares so redeemed shall be cancelled.

From and after the retraction date, the Class B Preference Shares so redeemed shall cease to be entitled to participate in any distribution of the assets of the Corporation and the holder thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the Class B Redemption Price shall not be made on the retraction date, in which event the rights of such holders shall remain unaffected.

- D) Retraction Subject to Applicable Law. If, as a result of insolvency provisions or other provisions of applicable law or the special rights or restrictions attaching to any shares of the Corporation ranking prior to, or rateably with, the Class B Preference Shares, the Corporation is not permitted to redeem all of the Class B Preference Shares duly tendered pursuant to the above retraction privilege, the Corporation shall redeem only the maximum number of Class B Preference Shares which the board of directors of the Corporation determines the Corporation is then permitted to redeem. Such redemption shall be made *pro rata*, disregarding fractions of shares, from each holder of tendered Class B Preference Shares according to the number of Class B Preference Shares tendered for redemption by each such holder and, at the request of the holder, the Corporation shall issue and deliver to each such holder at the expense of the Corporation a new certificate representing the Class B Preference Shares not redeemed by the

Corporation. So long as the board of directors of the Corporation has acted in good faith in making any of the determinations referred to above as to the number of Class B Preference Shares which the Corporation is permitted at any one time to redeem, neither the Corporation nor the board of directors of the Corporation shall have any liability in the event that any such determination proves to be inaccurate.

- g) Redemption at Option of Corporation. Subject to the Act and to the provisions of Article 1.5.3, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then-outstanding Class B Preference Shares on payment for each Class B Preference Share to be redeemed of an amount equal to the Class B Redemption Price. The Class B Preference Shares so redeemed shall be cancelled.
- h) Partial Redemption. In case less than all of the Class B Preference Shares are to be redeemed at any time, the shares to be redeemed shall be selected by lot or some other random selection method in such manner as the board of directors of the Corporation in its sole discretion determines to be equitable, and need not be selected *pro rata* according to shareholders. If less than all of the Class B Preference Shares represented by any certificate shall be redeemed, at the request of the holder, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first mentioned certificate.
- i) Method of Redemption. In any case of redemption of Class B Preference Shares, the Corporation shall, at least one (1) hour before the date and time specified for redemption, give to each holder of Class B Preference Shares to be redeemed at the date and time specified in the notice (hereinafter referred to as a "**registered holder of Class B Preference Shares to be redeemed**") a notice in writing of the intention of the Corporation to redeem such Class B Preference Shares, such notice to be given as provided in Article 1.7 hereof. Such notice shall set out the number of Class B Preference Shares held by the person to whom it is addressed which are to be redeemed, the Class B Redemption Price, the date and time specified for redemption and the place or places in Canada at which the holder may present and surrender the certificates representing such Class B Preference Shares for redemption. All or any part of the notice requirements may be waived, by conduct or otherwise, by any registered holder of Class B Preference Shares to be redeemed. On or after the date and time so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Class B Preference Shares to be redeemed the Class B Redemption Price of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places in Canada specified in the notice of redemption, of the certificate or certificates (if any) representing the Class B Preference Shares called for redemption. Payment for Class B Preference Shares being redeemed may be satisfied, at the Corporation's option, by cheque payable in lawful money of Canada at par at any branch in Canada of the Corporation's bankers or by the issuance by the Corporation of a demand promissory note with a principal amount equal to the Class B Redemption Price for each Class B Preference Share so redeemed multiplied by the number of Class B Preference Shares so redeemed.

From and after the date and time specified for redemption in any notice of redemption, the Class B Preference Shares called for redemption shall cease to be entitled to participate in any distribution of the assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights as shareholders in respect thereof unless payment of the Class B Redemption Price shall not be made upon presentation and surrender of the share certificates (if any) in accordance with the foregoing provisions, in which case the rights of such holders shall remain unaffected.

- j) Purchase for Cancellation. Subject to the Act, the Corporation may at any time or from time to time purchase for cancellation all or any part of the then-outstanding Class B Preference Shares at the lowest price or prices at which, in the opinion of the board of directors of the Corporation, such shares are then obtainable but not exceeding an amount per share equal to the Class B Redemption Price.
- k) Notices. Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be sent to the holders of the Class B Preference Shares at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address known to the Corporation of such holder. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of Class B Preference Shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, request, certificate or other communication from a holder of Class B Preference Shares herein provided for shall be either sent to the Corporation by first class mail or delivered by hand to the Corporation at its registered office.
- l) Liquidation, Dissolution or Winding-up. In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, each holder of a Class B Preference Share shall be entitled to receive for each Class B Preference Share, the Class B Redemption Price before any distribution of any part of the Corporation's property among holders of common shares in the capital of the Corporation and all other shares in the capital of the Corporation ranking junior to the Class B Preference Shares.
- m) Ranking. The Class B Preference Shares shall rank senior to the common shares in the capital of the Corporation and rateably with the Class A shares in the capital of the Corporation with respect to the payment of dividends and other distributions of the Corporation's property.

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

No share or shares in the capital of the Corporation shall be transferred without the consent of a majority of the directors or the Corporation expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by a majority of the directors.

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

Not applicable.

11. The statements required by subsection 179(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 179(2) de la Loi sur les sociétés par actions 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) constituent l'annexe B.

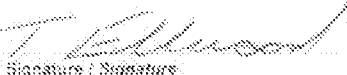
Three copies are signed in duplicate.
Les présents statuts sont signés en trois exemplaires.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatory's name and description of office (e.g. president, secretary). Only a director or authorized signing officer can sign on behalf of the corporation. / Nom et signature originale d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.

Nestlé Canada Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par

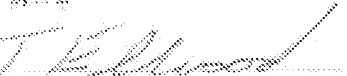
 Terrence J. Ellwood Secretary

Signature / Signature Print name of signatory / Nom du signataire en lettres imprimées Description of Office / Fonction

Vitality Foodservice Canada Inc.

Names of Corporations / Dénomination sociale des sociétés

By / Par

 Terrence J. Ellwood Secretary

Signature / Signature Print name of signatory / Nom du signataire en lettres imprimées Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

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By / Par

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SCHEDULE "A"

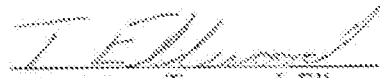
STATEMENT OF DIRECTOR OR OFFICER OF
NESTLÉ CANADA INC.

1. I, Terrence J. Ellwood, am the Senior Vice-President, General Counsel and Secretary of Nestlé Canada Inc. (the "Corporation"), one of the amalgamating corporations listed in the Articles of Amalgamation to which this statement is attached.

2. Having conducted such examinations of the books and records of the Corporation and having made such inquiries and investigations as are necessary to enable me to make this statement, I hereby state that 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 will be prejudiced by the amalgamation.

DATED: Dec. 29, 2010


Terrence J. Ellwood

SCHEDULE "A"

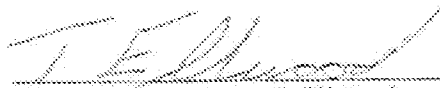
STATEMENT OF DIRECTOR OR OFFICER OF
VITALITY FOODSERVICE CANADA INC.

1. I, Terrence J. Ellwood, am the Secretary of Vitality Foodservice Canada Inc. (the "Corporation"), one of the amalgamating corporations listed in the Articles of Amalgamation to which this statement is attached.

2. Having conducted such examinations of the books and records of the Corporation and having made such inquiries and investigations as are necessary to enable me to make this statement, I hereby state that 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 will be prejudiced by the amalgamation.

DATED: Dec. 29 , 2010


Terrence J. Ellwood

Schedule "B"

RESOLUTION OF THE DIRECTORS

OF

NESTLÉ CANADA INC.
(the "Corporation")

Amalgamation with Vitality Foodservice Canada Inc.

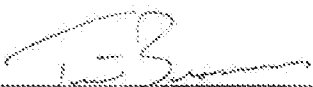
WHEREAS Vitality Foodservice Canada Inc. is a wholly-owned subsidiary of the Corporation and it is desirable that the Corporation amalgamate with Vitality Foodservice Canada Inc. pursuant to subsection 177(1) of the *Business Corporations Act* (the "Act");

RESOLVED THAT:


1. the amalgamation of the Corporation and Vitality Foodservice Canada Inc. under the Act, pursuant to subsection 177(1) thereof, effective January 1, 2011, is approved;
2. upon the endorsement of a certificate on the articles of amalgamation pursuant to section 178 of the Act, all shares in the capital of Vitality Foodservice Canada Inc., including all shares which have been issued and are outstanding at the date hereof, shall be cancelled without any repayment of capital in respect thereof;
3. the articles of amalgamation and the by-laws of the amalgamated corporation shall be the same as the articles and by-laws of the Corporation;
4. no securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation; and
5. any director or officer of the Corporation is hereby authorized to do all things and execute all instruments and documents necessary or desirable to carry out and give effect to the foregoing, including the execution and filing of articles of amalgamation.

* * * * *

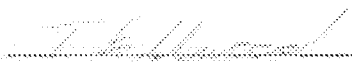
The foregoing resolution is hereby consented to by all the directors of the Corporation pursuant to the *Business Corporations Act* this 29th day of December, 2010.



Tim Brown



William F. Broughton



Terence J. Eliwood

RESOLUTION OF THE DIRECTORS
OF
VITALITY FOODSERVICE CANADA INC.
(the "Corporation")

Amalgamation with Nestlé Canada Inc.

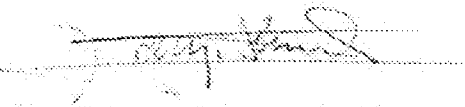
WHEREAS the Corporation is a wholly-owned subsidiary of Nestlé Canada Inc. and it is desirable that the Corporation amalgamate with Nestlé Canada Inc. pursuant to subsection 177(1) of the *Business Corporations Act* (the "Act");

RESOLVED THAT:

1. the amalgamation of the Corporation and Nestlé Canada Inc. under the Act, pursuant to subsection 177(1) thereof, effective January 1, 2011, is approved;
2. upon the endorsement of a certificate on the articles of amalgamation pursuant to section 178 of the Act, all shares in the capital of the Corporation, including all shares which have been issued and are outstanding at the date hereof, shall be cancelled without any repayment of capital in respect thereof;
3. the articles of amalgamation and the by-laws of the amalgamated corporation shall be the same as the articles and by-laws of Nestlé Canada Inc.;
4. no securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation; and
5. any director or officer of the Corporation is hereby authorized to do all things and execute all instruments and documents necessary or desirable to carry out and give effect to the foregoing, including the execution and filing of articles of amalgamation.

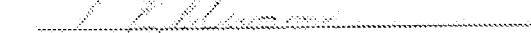
* * * * *

The foregoing resolution is hereby consented to by all the directors of the Corporation pursuant to the *Business Corporations Act* this 29th day of December, 2010.



Jorge Sadurni

William F. Broughton



Terrace J. Ellwood

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