

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amalgamation

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Siemens Milltronics Process Instruments Inc.		07/01/2010	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Siemens Canada Limited
<b>Street Address:</b>	1550 Appleby Line
<b>City:</b>	Burlington
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	ON L7L 6X7
<b>Entity Type:</b>	COMPANY: CANADA

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1807142	AIRANGER
Registration Number:	2451544	CRANERANGER
Registration Number:	2067570	ECHOMAX
Registration Number:	2460113	ENVIRORANGER
Registration Number:	2482956	INTERRANGER
Registration Number:	1496581	MILLTRONICS
Registration Number:	1808898	MILLTRONICS
Registration Number:	2668879	MULTIRANGER
Registration Number:	2349656	POINTEK

**CORRESPONDENCE DATA**

Fax Number: (212)949-9190  
 Phone: 2129499022  
 Email: MAMastrovito@lawabel.com, Rdahl@lawabel.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**TRADEMARK**

**900208098**

**REEL: 004667 FRAME: 0484**

**OP \$240.00 1807142**

via US Mail.

Correspondent Name: Abelman Frayne & Schwab  
Address Line 1: 666 Third Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 8004446

DOMESTIC REPRESENTATIVE

Name: Abelman Frayne & Schwab  
Address Line 1: 666 Third Avenue  
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER: Marie-Anne Mastrovito

Signature: /Marie-Anne Mastrovito/

Date: 11/29/2011

Total Attachments: 18

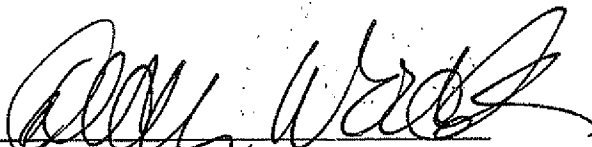
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page1.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page2.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page3.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page4.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page5.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page6.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page7.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page8.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page9.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page10.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page11.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page12.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page13.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page14.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page15.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page16.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page17.tif  
source=SIEMENS MILLTRONICS - ARTICLES OF AMALGAMATION#page18.tif

CANADA )  
 )  
HAMLET OF GRASSIE )  
TOWNSHIP OF WEST LINCOLN )  
REGIONAL MUNICIPALITY OF NIAGARA )  
PROVINCE OF ONTARIO )  
 )  
 )  
TO WIT: )

IN THE MATTER OF  
SIEMENS CANADA LIMITED/  
SIEMENS CANADA LIMITEE

I, DEAN CHRISTOPHER NOVAK, a Notary Public in and for the Province of Ontario, by Royal Authority duly appointed, residing in the hamlet of Grassie, in the said Province, DO HEREBY CERTIFY AND ATTEST that the paper writing annexed hereto is a true copy of a document produced and shown to me and purporting to be the Certificate and Articles of Amalgamation for Siemens Canada Limited/Siemens Canada Limitée dated July 1, 2010, the said copy having been compared by me with the said original document, an act whereof being requested, I have granted under my Notarial Form and Seal of Office, to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal of Office at Burlington, Ontario this 1st day of September, 2011.



A Notary Public in and for the  
Province of Ontario



Industry  
Canada

Industrie  
Canada

## Certificate of Amalgamation

*Canada Business Corporations Act*

## Certificat de fusion

*Loi canadienne sur les sociétés par actions*

SIEMENS CANADA LIMITED  
SIEMENS CANADA LIMITÉE

Corporate name / Dénomination sociale

757357-0

Corporation number / Numéro de 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.

Aïssa Aomari

Deputy Director / Directeur adjoint

2010-07-01

Date of Amalgamation (YYYY-MM-DD)

Date de fusion (AAAA-MM-JJ)

Canada

TRADEMARK

REEL: 004667 FRAME: 0487



Industry Canada Industrie Canada  
 Canada Business Loi canadienne sur les  
 Corporations Act (CBCA) sociétés par actions (LCSA)

**FORM 9**  
**ARTICLES OF AMALGAMATION**  
**(SECTION 185)**

**FORMULAIRE 9**  
**STATUTS DE FUSION**  
**(ARTICLE 185)**

**Form 9**

1 -- Name of the Amalgamated Corporation Dénomination sociale de la société issue de la fusion  
 SIEMENS CANADA LIMITED/SIEMENS CANADA LIMITEE

---

2 -- The province or territory in Canada where the registered office is to be situated (do not indicate the full address) La province ou le territoire au Canada où sera situé le siège social (n'indiquez pas l'adresse complète)  
 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  
 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 -- Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes) Nombre minimal et maximal d'administrateurs (pour un nombre fixe, veuillez indiquer le même nombre dans les deux cases)  
 Minimum:  Maximum:  Minimal:  Maximal:

---

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  
 None.

---

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

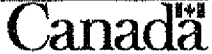
---

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 -- Declaration: I hereby certify that I am a director or an officer of the corporation. Déclaration: J'atteste que je suis un administrateur ou un dirigeant de la société.

Name of the amalgamating corporations Dénomination social des sociétés fusionnantes	Corporation No. N° de la société	Signature
SIEMENS CANADA LIMITED/SIEMENS CANADA LIMITEE	4 5 3 3 2 0 - 8	<i>Heidi C. Brent</i>
SIEMENS MILLTRONICS PROCESS INSTRUMENTS INC.	3 7 8 1 0 7 - 1	<i>Heidi C. Brent</i>
7587724 CANADA LTD.	7 5 8 7 7 2 - 4	<i>Heidi C. Brent</i>

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA). Nota: Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ ou d'un emprisonnement maximal de six mois, ou de ces deux peines (paragraphe 250(1) de la LCSA).



## SCHEDULE I

The Corporation is authorized to issue an unlimited number of common shares, an unlimited number of Class A common shares, 1,000 Special shares, an unlimited number of Special Preferred Shares and an unlimited number of Preferred 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 amounts and payable in such manner 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 concurrently with the holders of the common shares, the board of directors may in its 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 assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution shall be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.
- (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.

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

- (a) **Payment of Dividends:** The holders of the Class A 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 amounts and payable in such manner as the board of directors may from time to time determine, provided that such dividends must be paid on a pro rata basis with dividends on the common shares. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the Class A common shares, the board of directors may in its sole discretion declare dividends

on the Class A 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 Class A common shares shall, subject to the priority rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the Class A common shares, be entitled to participate in the distribution on a pro rata basis with the holders of common shares. Such distribution shall be made in equal amounts per share on all the Class A common shares at the time outstanding without preference or distinction.
- (c) **Voting Rights:** The holders of the Class A common shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and (i) to 2 votes in respect of each Class A common share held at all such meetings for the 10 Business Days from and including the date on which the Class A common shares are authorized and (ii) to 1 vote in respect of each Class A common share held at all such meetings after such 10 Business Day period, except at separate meetings of or on separate votes by the holders of another class or series of shares of the Corporation. For the purpose of this paragraph, "Business Day" means a day, other than a Saturday, a Sunday, or a statutory holiday on which the Corporation is open for business at its executive offices in Mississauga, Ontario.

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

- (a) **Payment of Dividends:** The holders of the Special 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 amounts and payable in such manner as the board of directors may from time to time determine. Notwithstanding the foregoing, the holders of the Special shares shall not be entitled in any financial year of the Corporation to receive aggregate dividends on the Special shares in excess of 5% of the Redemption Amount (as hereinafter defined) of all Special shares held by them. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the Special shares, the board of directors may in its sole discretion declare dividends on the Special 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 Special shares shall, subject to the priority rights of

the holders of any other class of shares of the Corporation, be entitled to receive from the assets of the Corporation a sum equivalent to the aggregate Redemption Amount (as hereinafter defined) of all Special 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, Class A common shares or shares of any other class ranking junior to the Special shares. After payment to the holders of the Special shares of the amount so payable to them as above provided they shall not be entitled to share in any further distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs.

- (c) **Redemption at Option of Holder:** A holder of Special shares shall be entitled to require the Corporation to redeem, subject to the requirements of the *Canada Business Corporations Act* as now enacted or as the same may from time to time be amended, re-enacted or replaced, at any time or times all or any of the Special shares held by such holder by tendering to the Corporation at its registered office a share certificate or certificates representing the Special shares which the holder desires to have the Corporation redeem together with a request in writing specifying (i) that the holder desires to have the Special shares represented by such certificate or certificates redeemed by the Corporation and, if part only of the shares represented by such certificate or certificates is to be redeemed, the number thereof so to be redeemed and (ii) the business day (herein referred to as the "Redemption Date") on which the holder desires to have the Corporation redeem such Special shares. The Redemption Date shall be not less than 30 days (or such shorter period to which the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Special shares which the holder desires to have the Corporation redeem together with such a request the Corporation shall on the Redemption Date redeem such Special shares by paying to such holder the Redemption Amount (as hereinafter defined) for each such Special share being redeemed. Such payment shall be made (i) by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada, (ii) with the consent of the holder, by the issuance to the holder of a promissory note of the Corporation payable upon demand without interest, or (iii) if all of the holders of the Special shares consent, by any other means. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. The said Special shares shall be redeemed on the Redemption Date and from and after the Redemption Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of a holder of Special shares in respect thereof unless payment of the Redemption Amount is not made on the Redemption Date, in which event the rights of the holder of the said Special shares shall remain unaffected.
- (d) **Redemption by Corporation:** The Corporation may, without notice, redeem at any time the whole or from time to time any part of the then outstanding Special shares from any one or more of the holders thereof as the board of directors of the Corporation may in its sole discretion determine on payment of an amount for each share to be redeemed equal to the quotient of the greater of (i) \$100.00 and



(ii) the fair market value of the consideration received by the Corporation for the issuance of the Special shares (which, subject to the provisions of clauses 3(f), 3(g) and 3(h) hereof, shall be determined by the board of directors of the Corporation by resolution) divided by 1,000, such quotient being herein referred to as the "Redemption Price", plus all declared and unpaid dividends thereon, the whole constituting and being herein referred to as the "Redemption Amount". For greater certainty, in identifying the consideration received by the Corporation for the issuance of the Special shares, any liabilities assumed by the Corporation as well as any promissory notes or other indebtedness issued by the Corporation shall be taken into account.

(e) **Idem:** On or after the date specified by the Corporation for redemption, the Corporation shall pay or cause to be paid to or to the order of the holders of the Special shares to be redeemed, the Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated by the Corporation of the certificates representing the Special shares called for redemption. Such payment shall be made (i) by cheque payable at par at any branch of the Corporation's bankers in Canada, (ii) with the consent of the particular holder, by the issuance to such holder of a promissory note of the Corporation payable upon demand without interest; or (iii) if all of the holders consent, by any other means. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. From and after the date specified by the Corporation for redemption the holders of the Special shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Special shares in respect thereof unless payment of the Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Special shares shall remain unaffected.

(f) **Idem:** If any taxing authority having jurisdiction makes or proposes to make an assessment or reassessment of tax on the basis that the fair market value of the consideration received by the Corporation for the issuance of the Special shares was greater than the amount determined by the directors pursuant to clause 3(d) hereof, then the Redemption Price per Special share shall be increased to an amount such that the aggregate Redemption Price for all Special shares equals the fair market value of the consideration that was received that:

- (i) is agreed upon by such taxing authority in settlement of such assessment or reassessment or proposed assessment or reassessment,
- (ii) serves as the basis for such assessment or reassessment against which no appeal is taken, or
- (iii) is finally established by a court or tribunal of competent jurisdiction on appeal from such assessment or reassessment.

Such increase shall forthwith following the applicable event or circumstance be confirmed by the board of directors of the Corporation by resolution, and thereafter the Redemption Price per Special share shall be deemed to be and always to have been the amount so confirmed.

- (g) **Idem:** If the board of directors of the Corporation determines, based on information, including without limitation financial accounting information, not available to it at the date of the issuance of the Special shares that the fair market value of the consideration received by the Corporation for the issuance of the Special shares was greater than the amount determined by the directors pursuant to clause 3(d) hereof, then the Redemption Price per Special share shall be increased to an amount such that the aggregate Redemption Price for all Special shares equals the fair market value of the consideration that was received that is at that time determined by the board of directors of the Corporation by resolution, and thereafter the Redemption Price per Special share shall be deemed to be and always to have been the amount so determined.
- (h) **Idem:** In the event that the Redemption Price per Special share is increased pursuant to clause 3(f) or 3(g) hereof following a redemption or purchase for cancellation or otherwise of a Special share, the Corporation shall pay to each holder of Special shares whose shares were redeemed or purchased for cancellation or otherwise, by way of an increase in the Redemption Price of such Special shares, an amount equal to the product of the increase per Special share determined pursuant to clause 3(f) or 3(g) hereof multiplied by the number of shares of such holder so redeemed or purchased for cancellation or otherwise and an amount equal to 5% *per annum* of such increase, compounded annually, computed from the date of the redemption or purchase for cancellation or otherwise up to and including the date of such payment by the Corporation.
- (i) **Voting Rights:** The holders of the Special shares shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting.
- (j) **No Dilution:** In no event shall either (i) any dividend be declared or paid on the common shares, Class A common shares, or any other shares of the Corporation ranking junior to the Special shares or (ii) the Corporation redeem or purchase for cancellation or otherwise any of the common shares, Class A common shares, or any other shares of the Corporation ranking junior to the Special shares if, in the opinion of the board of directors of the Corporation, the payment of such dividend or the making of such redemption or purchase, as the case may be, would reduce the realizable value of the assets minus all of the liabilities of the Corporation (determined in accordance with what the board of directors of the Corporation considers to be generally accepted accounting and valuation principles) to an amount which is less than the product of the Redemption Amount of each Special share multiplied by the number of Special shares issued and outstanding immediately before the time of payment of such dividend, redemption or purchase, as the case may be.

4. The rights, privileges, restrictions and conditions attaching to the Special Preferred Shares are as follows:

- (a) **Non-Cumulative Dividends:** The holders of the Special Preferred Shares, in priority to the holders of the common shares and all other shares ranking junior to the Special Preferred 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 \$0.03 per annum per share. The board of directors of the Corporation 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 of the Corporation in its discretion has not declared the said dividend or any part thereof on the Special Preferred Shares for the financial year, then the rights of the holders of the Special Preferred Shares to such dividend or to any undeclared part thereof for such financial year shall be forever extinguished. The holders of Special Preferred Shares shall not be entitled to any dividends other than or in excess of the preferential non-cumulative dividends hereinbefore provided.
- (b) **Dividends Preferential:** Except with the consent in writing of the holders of all the Special Preferred 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 Special Preferred Shares in any financial year unless and until the preferential non-cumulative dividend on all the Special Preferred Shares outstanding in respect of such financial year has been declared and paid or set apart for payment.
- (c) **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 Special Preferred 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 Special Preferred Shares held by them respectively before any amount shall be paid or any assets of the Corporation distributed to the holders of the common shares, the Class A common shares, the Special shares, the Preferred Shares or shares of any other class ranking junior to the Special Preferred Shares. After payment to the holders of the Special Preferred 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.
- (d) **Redemption by Corporation:** 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 Special Preferred Shares on payment of an amount in respect of each Preferred Share to be redeemed equal to \$1 (the "Redemption Price") plus all declared and unpaid dividends thereon, the whole constituting and

being herein referred to as the "Redemption Amount", which Redemption Amount may, in the sole discretion of the board of directors of the Corporation or such officer or other person as may be appointed by the board of directors of the Corporation for such purpose, be paid and discharged through the issuance by the Corporation of one or more demand promissory notes ("Notes") to each holder of Special Preferred Shares to be so redeemed having an aggregate principal amount equal to the amount obtained by multiplying the Redemption Amount by the number of Special Preferred Shares to be so redeemed.

- (e) **Idem:** In the case of redemption of Special Preferred Shares under the provisions of clause 4(d) hereof, the Corporation shall on or prior to the date specified for redemption deliver to each person who at the date of delivery is a holder of Special Preferred Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Special Preferred Shares. Such notice shall be provided to each such holder in such manner as may be determined by the Corporation; provided, however, that accidental failure to give any such notice to one or more of such holders 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 holders of the Special Preferred Shares to be redeemed the Redemption Amount thereof on presentation and surrender to the Corporation of the certificates representing the Special Preferred Shares called for redemption. Such payment may, in the sole discretion of the board of directors of the Corporation or such officer or other person as may be appointed by the board of directors of the Corporation for such purpose, be made by the issuance of Notes rather than cash. If a part only of the shares represented by any certificate are 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 holders of the Special Preferred Shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Special Preferred Shares in respect thereof unless payment of the Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Special Preferred Shares shall remain unaffected. The Corporation shall have the right at any time after the provision of notice of its intention to redeem any Special Preferred Shares to deposit the cash value of 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 Special Preferred Shares called for redemption upon 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 Special Preferred 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.

- (f) **Retraction at Option of Holder:** A holder of Special Preferred Shares shall be entitled to require the Corporation to redeem, subject to the requirements of the *Canada Business Corporations Act* (as now enacted or as the same may from time to time be amended, re-enacted or replaced), at any time or times all or any of the Special Preferred Shares held by such holder by tendering to the Corporation at its registered office a share certificate or certificates representing the Special Preferred Shares which the holder desires to have the Corporation redeem together with a request in writing specifying: (i) that the holder desires to have the Special Preferred Shares represented by such certificate or certificates redeemed by the Corporation and, if part only of the shares represented by such certificate or certificates is to be redeemed, the number thereof so to be redeemed; and (ii) the business day (herein referred to as the "Retraction Date") on which the holder desires to have the Corporation redeem such Special Preferred Shares. The Retraction Date shall be not less than 30 days (or such shorter period to which the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Special Preferred Shares which the holder desires to have the Corporation redeem together with such a request the Corporation shall on the Retraction Date redeem such Special Preferred Shares by paying to such holder the Redemption Amount (as defined in clause 4(d) above) for each such Special Preferred Share being redeemed. Such payment may, in the sole discretion of the board of directors of the Corporation or such officer or other person as may be appointed by the board of directors of the Corporation for such purpose, be made to the holder of any Special Preferred Shares to be retracted by the issuance of Notes having an aggregate principal amount equal to the aggregate Redemption Amount of such Special Preferred Shares to be so redeemed rather than cash. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. The said Special Preferred Shares shall be redeemed on the Retraction Date and from and after the Retraction Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of a holder of Special Preferred Shares in respect thereof unless payment of the Redemption Amount is not made on the Retraction Date, in which event the rights of the holder of the said Special Preferred Shares shall remain unaffected.
- (g) **Voting Rights:** The holders of the Special Preferred Shares shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except as may be required by law. The rights, privileges, restrictions and conditions attaching to Special Preferred Shares may be added to, changed or removed only with the

approval of the holders of the Special Preferred Shares given as hereinafter specified in addition to any other approvals required by the *Canada Business Corporations Act*. The approval of the holders of the Special Preferred Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Special Preferred Shares may be given by resolution passed by the affirmative vote of holders holding at least two-thirds of the votes attaching to the Special Preferred Shares represented at a meeting of the holders of Special Preferred Shares duly called for that purpose at which the holders of at least 25% of the then outstanding Special Preferred Shares entitled to be voted at such meeting are present or represented by proxy at the time appointed for the meeting. Unless specified herein, the formalities to be observed in respect of giving of notice of any such meeting or any adjourned meeting and the conduct thereof shall be those from time to time prescribed under the *Canada Business Corporations Act* (as from time to time amended, varied, re-enacted or replaced) and the by-laws of the Corporation with respect to meetings of shareholders. At any adjourned meeting, the holders of the Special Preferred Shares present or represented by proxy may transact the business for which the meeting was originally called without the need to satisfy the above quorum requirements. On every poll taken at a meeting of holders of Special Preferred Shares, each holder of Special Preferred Shares shall be entitled to one vote in respect of each Special Preferred Share held by the holder.

- (h) **Idem:** If any taxing authority having jurisdiction makes or proposes to make an assessment or reassessment of tax on the basis that:
- (i) the fair market value of the consideration received by the Corporation for the issuance of the Special Preferred Shares differs from the aggregate fair market value of such Special Preferred Shares as at the date of such issuance; or
  - (ii) any gift, benefit or advantage is or has been conferred on any person by reason of the issuance of or of the redemption, retraction or purchase for cancellation or otherwise of any Special Preferred Share,

then the Redemption Price per Special Preferred Share shall be increased or decreased, as the case may be, to an amount that:

- (iii) is agreed upon by such taxing authority and either the Corporation or all the holders of the Special Preferred Shares in settlement of such assessment or reassessment or proposed assessment or reassessment;
- (iv) serves as the basis for such assessment or reassessment against which no appeal is taken; or
- (v) is finally established by a court or tribunal of competent jurisdiction on appeal from such assessment or reassessment.

Such increase or decrease shall forthwith following the applicable event or circumstance be confirmed by the board of directors of the Corporation by resolution and thereafter the Redemption Price per Special Preferred Share shall be deemed to be and always to have been the amount so confirmed.

- (i) **Idem:** If the board of directors of the Corporation determines based on information including, without limitation, financial accounting information not available to it at the date of the issuance of the Special Preferred Shares, that the fair market value of the consideration received by the Corporation for the issuance of the Special Preferred Shares differs from the aggregate fair market value of such Special Preferred Shares as at the date of such issuance then the Redemption Price per Special Preferred Share shall be increased or decreased, as the case may be, to an amount such that the aggregate Redemption Price for all Special Preferred Shares equals the fair market value of the consideration that was received that is at that time determined by the board of directors of the Corporation by resolution, and thereafter the Redemption Price per Special Preferred Share shall be deemed to be and always to have been the amount so determined.
- (j) **Idem:** In the event that the Redemption Price per Special Preferred Share is increased pursuant to clause 4(h) or 4(i) hereof following a redemption, retraction or purchase for cancellation or otherwise of a Special Preferred Share, the Corporation shall pay to each holder of Special Preferred Shares whose shares were redeemed, retracted or purchased for cancellation or otherwise, by way of an increase in the Redemption Price of such Special Preferred Shares, an amount equal to the product of the increase per Special Preferred Share determined pursuant to clause 4(h) or 4(i) hereof multiplied by the number of Special Preferred Shares of such holder so redeemed, retracted or purchased for cancellation or otherwise.
- (k) **Idem:** In the event that the Redemption Price per Special Preferred Share is decreased pursuant to clause 4(h) or 4(i) hereof following a redemption, retraction or purchase for cancellation or otherwise of a Special Preferred Share, each person whose Special Preferred Share was redeemed, retracted or purchased for cancellation or otherwise shall be liable to pay to the Corporation, by way of a decrease in the Redemption Price of such Special Preferred Shares, an amount equal to the product of the decrease per Special Preferred Share determined pursuant to clause 4(h) or 4(i) hereof multiplied by the number of Special Preferred Shares of such holder so redeemed, retracted or purchased for cancellation or otherwise.

5. The rights, privileges, restrictions and conditions attaching to the Preferred Shares are as follows:

- (a) **Payment of Dividends:** The holders of the Preferred 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 amounts and payable in such manner 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 holders of the Preferred Shares, the board of directors may in their sole discretion declare dividends on the Preferred 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 Preferred 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 Preferred Shares held by them respectively before any amount shall be paid or any assets of the Corporation distributed to the holders of the common shares, the Class A common shares, the Special shares or shares of any other class ranking junior to the Preferred Shares. After payment to the holders of the Preferred 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.
- (c) **Redemption by Corporation:** 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 Preferred Shares on payment of an amount in respect of each Preferred Share to be redeemed equal to \$1 (the "Redemption Price") plus all declared and unpaid dividends thereon, the whole constituting and being herein referred to as the "Redemption Amount".
- (d) **Idem:** In the case of redemption of Preferred Shares under the provisions of clause 5(c) hereof, the Corporation shall on or prior to the date specified for redemption deliver to each person who at the date of delivery is a holder of Preferred Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Preferred Shares. Such notice shall be provided to each such holder in such manner as may be determined by the Corporation; provided, however, that accidental failure to give any such notice to one or more of such holders 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 holders of the Preferred Shares to be redeemed the Redemption Amount thereof on presentation and surrender to the Corporation of the certificates representing the Preferred Shares called for redemption. If a part only of the shares represented by any certificate are 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 holders of the Preferred Shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Preferred Shares in respect



thereof unless payment of the Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Preferred Shares shall remain unaffected. The Corporation shall have the right at any time after the provision of notice of its intention to redeem any Preferred Shares to deposit the cash value of 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 Preferred Shares called for redemption upon 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 Preferred 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.

- (e) **Retraction at Option of Holder:** A holder of Preferred Shares shall be entitled to require the Corporation to redeem, subject to the requirements of the *Canada Business Corporations Act* (as now enacted or as the same may from time to time be amended, re-enacted or replaced), at any time or times all or any of the Preferred Shares held by such holder by tendering to the Corporation at its registered office a share certificate or certificates representing the Preferred Shares which the holder desires to have the Corporation redeem together with a request in writing specifying: (i) that the holder desires to have the Preferred Shares represented by such certificate or certificates redeemed by the Corporation and, if part only of the shares represented by such certificate or certificates is to be redeemed, the number thereof so to be redeemed; and (ii) the business day (herein referred to as the "Retraction Date") on which the holder desires to have the Corporation redeem such Preferred Shares. The Retraction Date shall be not less than 30 days (or such shorter period to which the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred Shares which the holder desires to have the Corporation redeem together with such a request the Corporation shall on the Retraction Date redeem such Preferred Shares by paying to such holder the Redemption Amount (as defined in clause 5(c) above) for each such Preferred Share being redeemed. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred Shares shall be redeemed on the Retraction Date and from and after the Retraction Date the holder of such shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of a holder of Preferred Shares in respect thereof unless payment of the

Redemption Amount is not made on the Retraction Date, in which event the rights of the holder of the said Preferred Shares shall remain unaffected.

- (f) **Voting Rights:** The holders of the Preferred Shares shall not be entitled to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except as may be required by law. The rights, privileges, restrictions and conditions attaching to Preferred Shares may be added to, changed or removed only with the approval of the holders of the Preferred Shares given as hereinafter specified in addition to any other approvals required by the *Canada Business Corporations Act*. The approval of the holders of the Preferred Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Preferred Shares may be given by resolution passed by the affirmative vote of holders holding at least two-thirds of the votes attaching to the Preferred Shares represented at a meeting of the holders of Preferred Shares duly called for that purpose at which the holders of at least 25% of the then outstanding Preferred Shares entitled to be voted at such meeting are present or represented by proxy at the time appointed for the meeting. Unless specified herein, the formalities to be observed in respect of giving of notice of any such meeting or any adjourned meeting and the conduct thereof shall be those from time to time prescribed under the *Canada Business Corporations Act* (as from time to time amended, varied, re-enacted or replaced) and the by-laws of the Corporation with respect to meetings of shareholders. At any adjourned meeting, the holders of the Preferred Shares present or represented by proxy may transact the business for which the meeting was originally called without the need to satisfy the above quorum requirements. On every poll taken at a meeting of holders of Preferred Shares, each holder of Preferred Shares shall be entitled to one vote in respect of each Preferred Share held by the holder.

SCHEDULE II

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in paragraph 7 hereof.

TRADEMARK

REEL: 004667 FRAME: 0502

### SCHEDULE III

1. No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of the directors expressed by the votes of a majority of the directors at a meeting of the directors or by an instrument or instruments in writing signed by a majority of the directors.

2. The actual number of directors within the minimum and maximum number set out in paragraph 5 hereof may be determined from time to time by resolution of the board of directors. Any vacancy among the directors resulting from an increase in the number of directors as so determined may be filled by resolution of the directors.