

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vicwest, Inc.	FORMERLY Vicwest Corporation	02/24/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	603-5650, d'Iverville		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H2G 2B3		
Entity Type:	COMPANY: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86068605	RAPID CONTAINMENT DEPLOYMENT	
Serial Number:	86069508	RAPID DEPLOYMENT CONTAINMENT	
Serial Number:	86068615	RDC-RING	
CORRESPONDENCE DATA			
Fax Number:	4048792932		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(404) 879-2432		
Email:	atltrademarks@wcsr.com		
Correspondent Name:	Marcy L. Sperry		
Address Line 1:	P.O. Box 7037		
Address Line 4:	Atlanta, GEORGIA 30357-0037		
ATTORNEY DOCKET NUMBER:	24814.0005.1		
DOMESTIC REPRESENTATIVE			

CH \$90.00 86068605

Name: Marcy L. Sperry
Address Line 1: P.O. Box 7037
Address Line 4: Atlanta, GEORGIA 30357-0037

NAME OF SUBMITTER: Marcy L. Sperry

Signature: /Marcy L. Sperry/

Date: 11/22/2013

Total Attachments: 26

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GENERAL SECURITY AGREEMENT

This General Security Agreement is made as of February 24, 2012.

TO: Name: National Bank of Canada, as administrative agent
Address: 603-5650, d'Herville
Montreal, Quebec H2G 2E5
Attention: Syndication Department
Facsimile: (514) 271-5294
E-mail: syndication@fds.bnc.ca

RECITALS:

A. Viewest Corporation, the financial institutions and other parties thereto from time to time, as lenders, National Bank of Canada, as administrative agent, and National Bank Financial Inc., as lead arranger and sole bookrunner, are party to a credit agreement dated as of February 24, 2012 (as amended, supplemented, restated or replaced from time to time, the "Credit Agreement").

B. To secure the payment and performance of its Secured Liabilities, each Debtor has agreed to grant to the Agent (for its own benefit and for the benefit of the other Secured Parties) the Security Interests with respect to its Collateral in accordance with the terms of this Agreement.

For good and valuable consideration, the receipt and adequacy of which are acknowledged by each Debtor, each Debtor severally (and not jointly or jointly and severally) agrees with and in favour of the Agent (for its own benefit and for the benefit of the other Secured Parties) as follows:

1. Definitions. In this Agreement capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Credit Agreement, and the following terms have the following meanings:

"Accessions", "Account", "Certificated Security", "Chattel Paper", "Consumer Goods", "Document of Title", "Equipment", "Futures Account", "Futures Contract", "Futures Intermediary", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", "Proceeds", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement", and "Uncertificated Security" have the meanings given to them in the PPSA.

"Agent" means National Bank of Canada, in its capacity as administrative agent for the lenders under the Credit Agreement, or any successor administrative agent appointed pursuant to the Credit Agreement.

"Agreement" means this agreement, including the exhibits and recitals to this agreement, the Supplements and the Schedules, as it or they may be amended, supplemented, restated or replaced from time to time, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not to any particular section or other portion of this Agreement.

"Books and Records" means, with respect to any Debtor, all books, records, files, papers, disks, documents and other repositories of data recording in any form or medium, evidencing or relating to the Personal Property of such Debtor which are at any time owned by such Debtor or to which such Debtor (or any Person on such Debtor's behalf) has access.

"Contracts" means, with respect to any Debtor, all of the present and future:

- (a) undertaking;
- (b) Personal Property (including any Personal Property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement); and
- (c) real property (including any real property that may be described in any Schedule to this Agreement or any schedules, documents or listings that such Debtor may from time to time provide to the Agent in connection with this Agreement and including all fixtures, improvements, buildings and other structures placed, installed or erected from time to time on any such real property).

of such Debtor, including Books and Records, Contracts, Intellectual Property Rights and Permits, and including all such property in which such Debtor now or in the future has any right, title or interest whatsoever, whether owned, leased, licensed, possessed or otherwise held by such Debtor, and all Proceeds of any of the foregoing, wherever located.

"Contracts" means, with respect to any Debtor, all contracts and agreements to which such Debtor is at any time a party or pursuant to which such Debtor has at any time acquired rights, and includes (i) all rights of such Debtor to receive money due and to become due to it in connection with a contract or agreement, (ii) all rights of such Debtor to damages arising out of, or for breach or default with respect to, a contract, licence or agreement, and (iii) all rights of such Debtor to perform and exercise all remedies in connection with a contract or agreement.

"Control" means, with respect to a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlled" has the corresponding meaning.

"Credit Agreement" has the meaning set out in the recitals hereto.

"Debtors" means the Persons delivering a signature page to this Agreement and any other Person which hereafter delivers a Supplement, and "Debtor" means any one of them.

"Event of Default" means any "Event of Default" as defined in the Credit Agreement.

"Exhibits" means the exhibits to this Agreement.

"Intellectual Property Rights" means, with respect to any Debtor, all industrial and intellectual property rights of such Debtor or in which such Debtor has any right, title or interest, including

copyrights, patents, inventions (whether or not patented), trademarks, get-up and trade dress, industrial designs, integrated circuit topographies, plant breeders' rights, know how and trade secrets, registrations and applications for registration for any such industrial and intellectual property rights, and all Contracts related to any such industrial and intellectual property rights.

"Issuer" has the meaning given to that term in the STA.

"Organizational Documents" means, with respect to any Person, such Person's articles or other charter documents, by-laws, unanimous shareholder agreement, partnership agreement or trust agreement, as applicable, and any and all other similar agreements, documents and instruments relative to such Person.

"Permits" means, with respect to any Debtor, all permits, licences, waivers, exemptions, consents, certificates, authorizations, approvals, franchises, rights-of-way, easements and entitlements that such Debtor has, requires or is required to have, to own, possess or operate any of its property or to operate and carry on any part of its business.

"Personal Property" means personal property and includes Accounts, Chattel Paper, Documents of Title, Equipment, Goods, Instruments, Intangibles, Inventory, Investment Property and Money.

"Pledged Certificated Securities" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Certificated Security.

"Pledged Futures Contracts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Contract.

"Pledged Futures Accounts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Futures Account.

"Pledged Futures Intermediary" means, at any time, any Person which is at such time is a Futures Intermediary at which a Pledged Futures Account is maintained.

"Pledged Futures Intermediary's Jurisdiction" means, with respect to any Pledged Futures Intermediary, its jurisdiction as determined under section 7.1(4) of the PPSA.

"Pledged Issuer" means, with respect to any Debtor at any time, any Person which is an Issuer of, or with respect to, any Pledged Shares of such Debtor at such time.

"Pledged Issuer's Jurisdiction" means, with respect to any Pledged Issuer, its jurisdiction as determined under section 44 of the STA.

"Pledged Securities" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Security.

"Pledged Securities Accounts" means, with respect to any Debtor, any and all Collateral of such Debtor that is a Securities Account.

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"ULC Laws" means the *Companies Act* (Nova Scotia), the *Business Corporations Act* (Alberta), the *Business Corporations Act* (British Columbia) and any other present or future Laws governing ULCs.

"ULC Shares" means shares or other equity interests in the capital stock of a ULC.

"Unrestricted Securities" means with respect to any Debtor, any and all Collateral of such Debtor that is a Security issued by an Unrestricted Subsidiary.

2. Grant of Security Interests. As general and continuing collateral security for the due payment and performance of its Secured Liabilities, each Debtor pledges, mortgages, charges and assigns (by way of security) to the Agent (for its own benefit and for the benefit of the other Secured Parties), and grants to the Agent (for its own benefit and for the benefit of the other Secured Parties) a security interest in, the Collateral of such Debtor.

3. Limitations on Grant of Security Interests. If the grant of the Security Interests with respect to any Contract, Intellectual Property Right or Permit under Section 2 would result in the termination or breach of such Contract, Intellectual Property Right or Permit, or is otherwise prohibited or ineffective (whether by the terms thereof or under applicable Law), then such Contract, Intellectual Property Right or Permit shall not be subject to the Security Interests but shall be held in trust by the applicable Debtor for the benefit of the Agent (for its own benefit and for the benefit of the other Secured Parties) and, on the exercise by the Agent of any of its rights or remedies under this Agreement following an Event of Default shall be assigned by such Debtor as directed by the Agent, provided that: (a) the Security Interests of such Debtor shall attach to such Contract, Intellectual Property Right or Permit, or applicable portion thereof, immediately at such time as the condition causing such termination or breach is remedied, and (b) if a term in a Contract that prohibits or restricts the grant of the Security Interests in the whole of an Account or Chattel Paper forming part of the Collateral is unenforceable against the Agent under applicable Law, then the exclusion from the Security Interests set out above shall not apply to such Account or Chattel Paper. In addition, the Security Interests do not attach to Consumer Goods or extend to the last day of the term of any lease or agreement for lease of real property. Such last day shall be held by the applicable Debtor in trust for the Agent (for its own benefit and for the benefit of the other Secured Parties) and, on the exercise by the Agent of any of its rights or remedies under this Agreement following an Event of Default, shall be assigned by such Debtor as directed by the Agent. For greater certainty, no Intellectual Property Right in any trade-mark, get-up or trade dress is presently assigned to the Agent by sole virtue of the grant of the Security Interests contained in Section 2.

4. Attachment; No Obligation to Advance. Each Debtor confirms that value has been given by the Secured Parties to such Debtor, that such Debtor has rights in its Collateral existing at the date of this Agreement or the date of any Supplement, as applicable, and that such Debtor and the Agent have not agreed to postpone the time for attachment of the Security Interests to any of the Collateral of such Debtor. The Security Interests with respect to the Collateral of each Debtor created by this Agreement shall have effect and be deemed to be effective whether or not the Secured Liabilities of such Debtor or any part thereof are owing or in existence before or after or upon the date of this Agreement or the date of any Supplement, as applicable. Neither the execution and delivery of this Agreement or any Supplement nor the provision of any

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have on any future occasion. Neither the taking of any judgment nor the exercise of any power of seizure or sale shall extinguish the liability of any Debtor to pay the Secured Liabilities of such Debtor, nor shall the same operate as a merger of any covenant contained in this Agreement or of any other liability, nor shall the acceptance of any payment or other security constitute or create any novation.

29. **Amalgamation.** If any Debtor is a corporation, such Debtor acknowledges that if it amalgamates or merges with any other corporation or corporations, then (i) the Collateral and the Security Interests of such Debtor shall extend to and include all the property and assets of the amalgamated corporation and to any property or assets of the amalgamated corporation thereafter owned or acquired, (ii) the term "Debtor", where used in this Agreement, shall extend to and include the amalgamated corporation, and (iii) the term "Secured Liabilities", where used in this Agreement, shall extend to and include the Secured Liabilities of the amalgamated corporation.

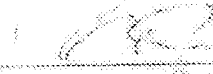
30. **Governing Law; Attornment.** This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario. Without prejudice to the ability of the Agent to enforce this Agreement in any other proper jurisdiction, each Debtor irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent permitted by applicable Law, each Debtor irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of the Province of Ontario.

31. **Interpretation.** The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "or" is disjunctive; the word "and" is conjunctive. The word "shall" is mandatory; the word "may" is permissive. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set out herein), (b) any reference herein to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (e) all references herein to Sections and Schedules shall be construed to refer to Sections and Schedules to, this Agreement. Section headings are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. Any reference in this Agreement to a Permitted Lien is not intended to subordinate or postpone, and shall not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any Security Interest to any Permitted Lien. In accordance with the *Property Law Act* (British Columbia), the doctrine of consolidation applies to this Agreement.

S 1

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

VICWEST CORPORATION

By: 
Name: *Robert J. ...*
Title: *CEO and president*

IN WITNESS WHEREOF the undersigned has caused this Agreement to be duly executed as of the date first written above.

RICHESS INC.

By: _____

Name:

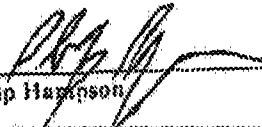
Title:

William O'Brien
CEO and president

The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario):

DATED as of the 13 day of December, 2012.

Fraser Berrill



Philip Harrison

Wayne Mang

Neil D. Manning

Colin Osborne

10,000,000

Signature of the Secretary or other officer



1887395

CERTIFICATE

This is to certify that these articles
are effective on

CERTIFICAT

Ceci certifie que les présents statuts
entrent en vigueur le

JANUARY 01 JANVIER, 2013

Registrar/Enregistreur

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

- 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**):

V	I	C	W	E	S	T	I	N	C	.													

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

1296 South Service Road West

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

Oakville

ONTARIO

L 6 L 5 T 7

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

Postal Code/Code postal

- Number of directors is: Fixed number OR minimum and maximum 3 20
Nombre d'administrateurs : Nombre fixe OU minimum et maximum 3 20

- 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 R.R. No., Municipality, Province, Country and Postal Code Domicile élu, 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 Oui/Non
Wayne Mang	1296 South Service Road West, Oakville, Ontario, Canada L6L 5T7	Yes
Colin Osborne	3104 Woodland Park Drive, Burlington, Ontario, Canada L7N 1K9	Yes
Fraser Berrill	1296 South Service Road West, Oakville, Ontario, Canada L6L 5T7	Yes

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

First name, middle names and surname <i>Prénom, autres prénoms et nom de famille</i>	Address for services, giving street & No. or R.R. No., Municipality, Province, Country and Postal code. <i>Domicile élu, 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</i>	Resident Canadian State 'Yes' or 'No' <i>Résident canadien Oui/Non</i>
Philip Hampson	1296 South Service Road West, Oakville, Ontario, Canada L6L 5T7	Yes
Neil D. Manning	4780 Escarpment Road, Caledon, Ontario, Canada L7K 1E9	Yes

5. 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 :

This 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 reprennent essentiellement les dispositions des statuts constitutifs de

Vicwest Inc.

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
Vicwest Inc.	2257072	2012	12	13
Vicwest Corporation/Corporation Vicwest	1720386	2012	12	13

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

There are no restrictions on business the Corporation may carry on or on powers the Corporation may exercise.

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 :

The Corporation is authorized to issue an unlimited number of shares of one class, designated as Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

Not applicable

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

Not applicable.

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

Except in the case of any class or series of shares of the Corporation listed and posted on a stock exchange, the Corporation shall have a lien on the shares registered in the name of a shareholder or their legal representative for a debt of that shareholder to the Corporation.

11. The statements required by subsection 176(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 176(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) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and original signature of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories 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.

VICWEST INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par

KENT HARRIS

Chief Financial Officer

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

VICWEST CORPORATION/CORPORATION VICWEST

Names of Corporations / Dénomination sociale des sociétés

By / Par

KENT HARRIS

Chief Financial Officer and
Executive Vice President

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

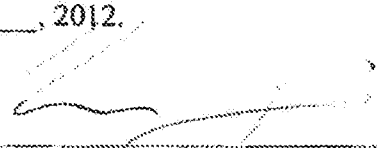
STATEMENT OF AN OFFICER
OF
VICWEST INC.
VICWEST CORPORATION/CORPORATION VICWEST

PURSUANT TO SECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)

I, Kent Harris, of the City of Oakville, in the Province of Ontario, state that:

1. ~~This Statement is made pursuant to Section 178(2) of the Business Corporations Act (Ontario).~~
2. I am the Chief Financial Officer of Vicwest Inc. and as such have knowledge of its affairs.
3. I am the Chief Financial Officer and Executive Vice President of Vicwest Corporation/Corporation Vicwest and as such have knowledge of its affairs.
4. The amalgamation of Vicwest Inc. and Vicwest Corporation/Corporation Vicwest (the "Amalgamating Corporations") has been approved.
5. There are reasonable grounds for believing that:
 - (a) each of the Amalgamating Corporations is, and the corporation resulting from the amalgamation of the Amalgamating Corporations (the "Amalgamated Corporation") will be, able to pay its liabilities as they become due;
 - (b) the realizable value of the Amalgamated Corporation's assets 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 the 12 day of DECEMBER, 2012.



Kent Harris

Chief Financial Officer of Vicwest Inc.
Chief Financial Officer and Executive Vice President of
Vicwest Corporation/Corporation Vicwest

SCHEDULE "B"
RESOLUTION OF THE DIRECTORS
OF
VICWEST INC.
(the "Corporation")

RECITALS:

- A. The Corporation is the holding corporation of a wholly owned subsidiary, Vicwest Corporation/Corporation Vicwest ("**Vicwest Corp.**").
- B. The Corporation has agreed to amalgamate with Vicwest Corp. pursuant to Section 177(1) of the *Business Corporations Act* (Ontario) (the "**Act**").

NOW THEREFORE BE IT RESOLVED THAT:

Amalgamation

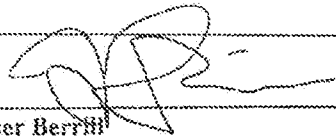
1. The amalgamation of the Corporation and Vicwest Corp. pursuant to Section 177(1) of the Act is hereby approved.
2. Upon the endorsement of a certificate of amalgamation pursuant to Section 178(4) of the Act, the shares of Vicwest Corp. shall be cancelled without any repayment of capital in respect thereof.
3. The by-laws of the amalgamated corporation (the "**Amalgamated Corporation**") shall be the same as the by-laws of the Corporation.
4. The articles of amalgamation of the Amalgamated Corporation shall be the same as the articles of the Corporation, except as may be prescribed in the regulations of the Act.
5. The name of the Amalgamated Corporation shall be "**Vicwest Inc.**".
6. No securities shall be issued and no assets shall be distributed by the Amalgamated Corporation in connection with such amalgamation.
7. Any one officer or any one director of the Corporation (each, an "**Authorized Officer**") is hereby authorized on behalf of the Corporation to execute and deliver all documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary and/or desirable and approved by such Authorized Officer with such changes and modifications thereto as such Authorized Officer may in his or her discretion approve, including the execution and delivery to the Ministry of Government Services of articles of amalgamation for such purpose.

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8. Each Authorized Officer is hereby authorized and directed to take all such further actions, to execute and deliver such further agreements, instruments and documents in writing and to do all such other acts and things as in his or her opinion may be necessary and/or desirable in the name and on behalf of the Corporation and under its corporate seal or otherwise to give effect to the foregoing resolutions, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further ~~agreements, instruments and documents and the doing of such other acts and things~~.
9. These written resolutions may be executed in one or more counterparts (whether by facsimile or email (PDF) signature or otherwise), each of which shall be deemed an ~~original and all of which, taken together, shall constitute one and the same instrument.~~
-

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The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario).

DATED as of the 13 day of December, 2012.



Fraser Berrill

Philip Hampson

Wayne Mang

Neil D. Manning

Colin Osborne

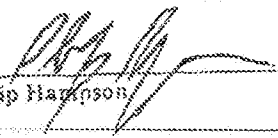
9014471

Resolution of the Directors of Viewnet Inc. - Amalgamation

The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario).

DATED as of the 13 day of December, 2012.

Fraser Berrill



Philip Harrison

Wayne Mang

Neil D. Manning

Colin Osborne

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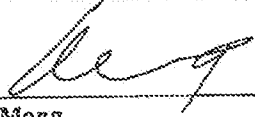
Witnessed by the President of the Corporation

The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario).

DATED as of the 13 day of December, 2012.

Fraser Berrill

Philip Hampson



Wayne Mang

Neil D. Manning

Colin Osborne

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Resolution of the Directors of Viewwest Inc. - Amalgamation


The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario)

DATED as of the 13 day of December, 2012.

Fraser Berrill

Philip Hampson

Wayne Maug



Neil D. Manulag

Colin Osborne

The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario).


DATED as of the 13 day of DECEMBER, 2012.

Fraser Berrill

Philip Hampson

Wayne Mang

Neil D. Manning



Colin Osborne

SCHEDULE "B"

**RESOLUTION OF THE DIRECTORS
OF
VICWEST CORPORATION/CORPORATION VICWEST
(the "Corporation")**

RECITALS:

- A. The Corporation is a wholly owned subsidiary of Vicwest Inc. ("Holdco").
- B. The Corporation has agreed to amalgamate with Holdco pursuant to Section 177(1) of the *Business Corporations Act* (Ontario) (the "Act").

NOW THEREFORE BE IT RESOLVED THAT:

Amalgamation

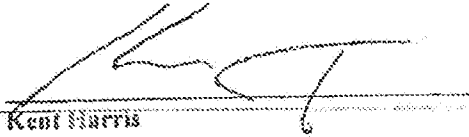
1. The amalgamation of the Corporation and Holdco pursuant to Section 177(1) of the Act is hereby approved.
2. Upon the endorsement of a certificate of amalgamation pursuant to Section 178(4) of the Act, the shares of the Corporation shall be cancelled without any repayment of capital in respect thereof.
3. The by-laws of the amalgamated corporation (the "Amalgamated Corporation") shall be the same as the by-laws of Holdco.
4. The articles of amalgamation of the Amalgamated Corporation shall be the same as the articles of Holdco, except as may be prescribed in the regulations of the Act.
5. The name of the Amalgamated Corporation shall be "Vicwest Inc."
6. No securities shall be issued and no assets shall be distributed by the Amalgamated Corporation in connection with such amalgamation.
7. Any one officer or any one director of the Corporation (each, an "Authorized Officer") is hereby authorized on behalf of the Corporation to execute and deliver all documents in the name and on behalf of the Corporation and under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary and/or desirable and approved by such Authorized Officer with such changes and modifications thereto as such Authorized Officer may in his or her discretion approve, including the execution and delivery to the Ministry of Government Services of articles of amalgamation for such purpose.

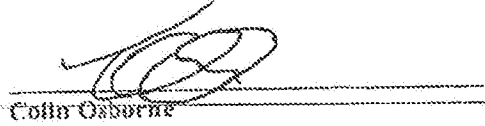
-
8. Each Authorized Officer is hereby authorized and directed to take all such further actions, to execute and deliver such further agreements, instruments and documents in writing and to do all such other acts and things as in his or her opinion may be necessary and/or desirable in the name and on behalf of the Corporation and under its corporate seal or otherwise to give effect to the foregoing resolutions, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further agreements, instruments and documents and the doing of such other acts and things.
-
9. These written resolutions may be executed in one or more counterparts (whether by facsimile or email (PDF) signature or otherwise), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.
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[Remainder of Page Intentionally Left Blank.]

The undersigned, being all of the directors of the Corporation, sign the foregoing resolutions in accordance with the provisions of the *Business Corporations Act* (Ontario).

DATED as of the 13 day of DECEMBER, 2012.


Kent Harris


Colin Osborne

673371

Resolutions of the Directors of [Company Name]