

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604843

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/01/2020
RESUBMIT DOCUMENT ID:	900574264

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Glen Dimplex Americas Limited		10/01/2020	Corporation: CANADA
Dimplex North America Holdings Limited		10/01/2020	Corporation: CANADA
Convectair-NMT Inc.		10/01/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Glen Dimplex Americas Limited
Street Address:	1367 Industrial Road
Internal Address:	P.O. Box 1726
City:	Cambridge, Ontario
State/Country:	CANADA
Postal Code:	N1R7G8
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	88903810	PICCOLO
Serial Number:	88902007	ADAGIO
Registration Number:	5609388	CONNECTAIR
Registration Number:	4874073	ALLEGRO II
Registration Number:	4907560	APÉRO
Registration Number:	4520035	ADAGIO
Registration Number:	4815500	IMPRESARIO
Registration Number:	3759777	GO BOX
Registration Number:	3836468	PICCOLO
Registration Number:	2855000	SAMBA
Registration Number:	2855001	OPERA
Registration Number:	2849276	DIVA
Registration Number:	2849277	SOPRANO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2339592	JAZZ
Registration Number:	1949847	JETSTREAM
Registration Number:	1863128	CALYPSO
Registration Number:	1882718	CONVECTAIR

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 203-653-8253
Email: trademarks@sandsip.com
Correspondent Name: Jamie E. Sternberg
Address Line 1: Saunders & Silverstein LLP, 14 Cedar St.
Address Line 2: Suite 224
Address Line 4: Amesbury, MASSACHUSETTS 01913

ATTORNEY DOCKET NUMBER: 1302.100.66

DOMESTIC REPRESENTATIVE

Name: Jamie E. Sternberg
Address Line 1: 14 Cedar Street
Address Line 2: Suite 224
Address Line 4: Amesbury, MASSACHUSETTS 01913

NAME OF SUBMITTER: Jamie E. Sternberg

SIGNATURE: /Jamie E. Sternberg/

DATE SIGNED: 10/26/2020

Total Attachments: 20

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Ministry of Government
and Consumer Services

Ministère des Services
gouvernementaux et des
Services aux consommateurs

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

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

OCTOBER 01 OCTOBRE, 2020

Ontario Corporation Number
Numéro de la société en Ontario

5038475

Barbara Luckitt

17

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

Form 4
Business
Corporations
Act

Formule 4
Loi sur les
sociétés par
actions

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

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):

G	L	E	N	D	I	M	P	L	E	X	A	M	E	R	I	C	A	S	L	I	M	I	T	E	D

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

1367 Industrial Road

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

Cambridge

ONTARIO

N 1 R 7 G 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:

Fixed number

Nombre fixe

OR minimum and maximum

OU minimum et maximum

1

10

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 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
Fergal Naughton	Drumleck House, Ceanchor Road, Howth, Dublin 13, Ireland	No
Robert Bartucci	24 Paddington Place, Woodbridge, Ontario, Canada L4L 7E5	Yes
Donal Flynn	37 Whitebeam Road Clonskeagh, Dublin 14, D14NX66, Ireland	No

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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>
Sherief Mohamed	570 Hemingway Place, Waterloo, Ontario, Canada N2T 1Z5	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 :



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 reprennent essentiellement les dispositions des statuts constitutifs de

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
Glen Dimplex Americas Limited	777531	2020	09	30
Dimplex North America Holdings Limited	1024967	2020	09	30
Convectair-NMT Inc.	670889	2020	09	30

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.

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 :

The Corporation is authorized to issue an unlimited number of Common Shares and an unlimited number of Special 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 :

As set forth on pages 4(a) and 4(b) attached hereto.

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 :

No securities, other than non-convertible debt securities, of the Corporation may be transferred without either:

- (a) the consent of the directors of the Corporation expressed by a resolution passed at a meeting of those directors, or a resolution in writing signed by all of them; or
- (b) the consent of the shareholders of the Corporation, expressed by a resolution passed at a meeting of those shareholders, or a resolution in writing signed by all of those shareholders entitled to vote on that resolution.

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

None

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les 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.

The rights, privileges, restrictions and conditions attaching to the Common Shares and Special Shares of the Corporation are as follows:

Common Shares

- (a) The holders of the Common Shares are entitled to receive such dividends as the directors in their discretion may declare, regardless of whether dividends are declared on any other class of shares.
- (b) The holders of the Common Shares are entitled to receive any remaining property of the Corporation on liquidation, dissolution or wind-up of the Corporation, whether voluntary or involuntary, after payment of the Redemption Amount (as hereinafter defined) on the issued and outstanding Special Shares.
- (c) The holders of the Common Shares are entitled to receive notice of and to attend all meetings of the shareholders of the Corporation, except meetings at which holders of another specified class of shares are entitled to vote, and are entitled to one vote for each Common Share held on all votes taken at such meetings.

Special Shares

- (a) The holders of the Special Shares are not entitled to vote at any meetings of the shareholders of the Corporation but are entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale of its undertaking or a substantial part thereof.
- (b) The holders of the Special Shares are entitled to receive such dividends as the directors in their discretion may declare, regardless of whether dividends are declared on any other class of shares.
- (c) The Special Shares may be redeemed at any time or times at the option of the Corporation without the consent of the holders thereof or at the option of the holder or holders thereof without the consent of the Corporation, in each case on payment by the Corporation of the sum of \$4,000.00 per Special Share to be redeemed, together with all declared and unpaid dividends thereon (the "**Redemption Amount**"), to the registered shareholder or shareholders of the Special Shares to be redeemed. Where redemption is at the option of the holder or holders, a notice requesting such redemption shall be delivered to the Corporation's head office together with the certificate or certificates representing such shares.
- (d) Where redemption is at the option of the Corporation, the Corporation shall give to the holder a written request for redemption specifying (i) the number of Special Shares for which redemption is sought and (ii) the redemption date desired (which shall be a business day not less than 30 nor more than 60 days after the day on which the request is given to the holder, unless the directors otherwise determine). Following the giving of such request, the Corporation on and after the specified redemption date shall cause the Redemption Price to be paid to or to the order of the holder of the Special Shares to be

redeemed and the holder shall immediately surrender the certificates representing such shares and such shares shall thereupon be redeemed. From and after the redemption date the holder of such shares shall cease to be entitled to any rights of shareholders in respect thereof except to receive the redemption price, unless it is not paid in accordance herewith (in which case their rights shall remain unimpaired).

- (e) On the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Special Shares shall be entitled to receive, before any distribution of any of the property of the Corporation among the holders of the Common Shares of the Corporation, the Redemption Amount as hereinbefore defined, and shall not otherwise be entitled to share in the distribution of any property of the Corporation.

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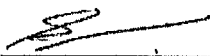
These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

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.

GLEN DIMPLEX AMERICAS LIMITED

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Sherief Mohamed

Print name of signatory /
Nom du signataire en lettres moulées

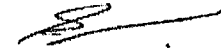
Secretary

Description of Office / Fonction

DIMPLEX NORTH AMERICA HOLDINGS LIMITED

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Sherief Mohamed

Print name of signatory /
Nom du signataire en lettres moulées

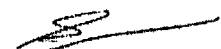
Secretary

Description of Office / Fonction

CONVECTAIR-NMT INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par



Signature / Signature

Sherief Mohamed

Print name of signatory /
Nom du signataire en lettres moulées

Secretary

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

Schedule "A"

STATEMENT OF DIRECTOR

RE: Amalgamation of Glen Dimplex Americas Limited, Dimplex North America Holdings Limited and Convectair-NMT Inc.

I, Robert Bartucci, make this statement in respect of the amalgamation of Glen Dimplex Americas Limited, Dimplex North America Holdings Limited and Convectair-NMT Inc. (the "**Amalgamation**") pursuant to Section 178(2) of the *Business Corporations Act* (Ontario) (the "**Act**"):

1. I am a director of Glen Dimplex Americas Limited, Dimplex North America Holdings Limited and Convectair-NMT Inc. (the "**Corporations**").
2. I have conducted an examination of the books and records of the Corporations and have made any inquiries and investigations that are necessary to enable me to make this statement.
3. There are reasonable grounds for believing that:
 - (a) the Corporations are, and the amalgamated corporation (the "**Amalgamated Corporation**") continuing from the Amalgamation will be, able to pay their respective 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 of the Corporations will be prejudiced by the Amalgamation.

DATED September 30, 2020.



Robert Bartucci

SCHEDULE "B"

AMALGAMATION AGREEMENT

BETWEEN

GLEN DIMPLEX AMERICAS LIMITED

– and –

DIMPLEX NORTH AMERICA HOLDINGS LIMITED

– and –

CONVECTAIR-NMT INC.

SEPTEMBER 30, 2020

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made on the 30th day of September, 2020,

BETWEEN :

GLEN DIMPLEX AMERICAS LIMITED, a corporation
incorporated under the laws of Ontario

- and -

DIMPLEX NORTH AMERICA HOLDINGS LIMITED, a
corporation incorporated under the laws of Ontario

- and -

CONVECTAIR-NMT INC., a corporation continued under
the laws of Ontario

CONTEXT:

- A. Glen Dimplex Americas Limited (“**GDA**”), Dimplex North America Holdings Limited (“**DNA**”) and Convectair-NMT Inc. (“**Convectair**”) are corporations existing under the *Business Corporations Act* (Ontario) (the “**Act**”).
- B. GDA, DNA and Convectair have agreed to amalgamate in accordance with the Act upon the terms and conditions set out in this Agreement.
- C. GDA, DNA and Convectair have made full disclosure to one another of their respective assets and liabilities.
- D. The authorized capital of GDA consists of 7,000,000 Common shares, of which 6,000,001 are issued and outstanding as fully paid shares.
- E. The authorized capital of DNA consists of an unlimited number of Common Shares, of which 1 is issued and outstanding as a fully paid share and an unlimited number of Special Shares, of which 309 are issued and outstanding as fully paid shares.
- F. The authorized capital of Convectair consists of an unlimited number of Class A Shares, of which 11,765 are issued and outstanding as fully paid shares, an unlimited number of Class B Shares, of which 588,235 are issued and outstanding as fully paid shares and an unlimited number of Preferred Shares, none of which are issued and outstanding.

THEREFORE, the parties agree as follows:

1. Definitions

In this Agreement:

- 1.1 “**Act**” means the *Business Corporations Act* (Ontario) and all regulations made under that Act, as it may be amended or replaced;

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- 1.2 “**Agreement**” means this agreement, including all schedules; as it may be confirmed, amended, modified, supplemented or restated by written agreement between the parties;
- 1.3 “**Amalco**” means the corporation formed pursuant to the Amalgamation of the Corporations;
- 1.4 “**Amalgamation**” means the amalgamation of the Corporations under Section 175 of the Act pursuant to the terms and conditions set out in this Agreement;
- 1.5 “**Articles**” means the Articles of Amalgamation signed by the Corporations, in the form prescribed by the Act and reflecting the terms and conditions set out in this Agreement, as applicable;
- 1.6 “**Certificate of Amalgamation**” means the Certificate of Amalgamation to be issued by the Director pursuant to the Act giving effect to the Articles;
- 1.7 “**Corporations**” means GDA, DNA and Convectair;
- 1.8 “**Director**” means the Director appointed by the Minister (as defined in the Act) to carry out the duties and exercise the powers attributed to the Director under the Act;
- 1.9 “**Effective Date**” means the date of the Amalgamation shown on the Certificate of Amalgamation;
- 1.10 “**Effective Time**” means the first moment (Eastern Standard time) on the Effective Date;
- 1.11 “**Paid-Up Capital**” means paid-up capital as such term is defined in the *Income Tax Act* (Canada);
- 1.12 “**Person**” means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any governmental authority; and
- 1.13 “**Personal Information**” means information about an individual that allows the individual to be identified by the Person who holds that information.

2. Amalgamation

The Corporations agree to amalgamate and to continue as Amalco, as at the Effective Time, pursuant to the provisions of the Act and upon the terms and conditions set out in this Agreement.

3. Name

The name of Amalco will be Glen Dimplex Americas Limited.

4. Restrictions on Business and Powers

There will be no restrictions on the business that Amalco may carry on or on the powers it may exercise.

5. Registered Office

The registered office of Amalco will be 1367 Industrial Road, Cambridge, Ontario, Canada, N1R 7G8.

6. Authorized Share Capital

Amalco will be authorized to issue:

- 6.1 an unlimited number of shares of one class to be designated as Common Shares; and
- 6.2 an unlimited number of shares of one class to be designated as Special Shares.

7. Share Conditions

The rights, privileges, restrictions and conditions attaching to the Common Shares and Special Shares of Amalco are as follows:

Common Shares

- (a) The holders of the Common Shares are entitled to receive such dividends as the directors in their discretion may declare, regardless of whether dividends are declared on any other class of shares.
- (b) The holders of the Common Shares are entitled to receive any remaining property of the Corporation on liquidation, dissolution or wind-up of the Corporation, whether voluntary or involuntary, after payment of the Redemption Amount (as hereinafter defined) on the issued and outstanding Special Shares.
- (c) The holders of the Common Shares are entitled to receive notice of and to attend all meetings of the shareholders of the Corporation, except meetings at which holders of another specified class of shares are entitled to vote, and are entitled to one vote for each Common Share held on all votes taken at such meetings.

Special Shares

- (a) The holders of the Special Shares are not entitled to vote at any meetings of the shareholders of the Corporation but are entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale of its undertaking or a substantial part thereof.
- (b) The holders of the Special Shares are entitled to receive such dividends as the directors in their discretion may declare, regardless of whether dividends are declared on any other class of shares.
- (c) The Special Shares may be redeemed at any time or times at the option of the Corporation without the consent of the holders thereof or at the option of the holder or holders thereof without the consent of the Corporation, in each case on payment by the Corporation of the sum of \$4,000.00 per Special Share to be redeemed, together with all declared and unpaid dividends thereon (the "**Redemption Amount**"), to the registered shareholder or shareholders of the Special Shares to be redeemed. Where redemption is at the option of the holder or holders, a notice requesting such redemption shall be delivered to the Corporation's head office together with the certificate or certificates representing such shares.
- (d) Where redemption is at the option of the Corporation, the Corporation shall give to the holder a written request for redemption specifying (i) the number of Special Shares for

which redemption is sought and (ii) the redemption date desired (which shall be a business day not less than 30 nor more than 60 days after the day on which the request is given to the holder, unless the directors otherwise determine). Following the giving of such request, the Corporation on and after the specified redemption date shall cause the Redemption Price to be paid to or to the order of the holder of the Special Shares to be redeemed and the holder shall immediately surrender the certificates representing such shares and such shares shall thereupon be redeemed. From and after the redemption date the holder of such shares shall cease to be entitled to any rights of shareholders in respect thereof except to receive the redemption price, unless it is not paid in accordance herewith (in which case their rights shall remain unimpaired).

- (e) On the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Special Shares shall be entitled to receive, before any distribution of any of the property of the Corporation among the holders of the Common Shares of the Corporation, the Redemption Amount as hereinbefore defined, and shall not otherwise be entitled to share in the distribution of any property of the Corporation.

8. Conversion and Cancellation of Shares

8.1 Upon the Amalgamation becoming effective:

- 8.1.1 the 6,000,001 issued Common Shares in the capital of GDA will be cancelled;
- 8.1.2 the 1 issued Common Share and 309 issued Special Shares in the capital of DNA will be converted into 1 issued Common Share and 309 issued Special Shares of Amalco; and
- 8.1.3 the 11,765 issued Class A Shares and 588,235 issued Class B Shares in the capital of Convectair will be cancelled.
- 8.1.4 the stated capital of Amalco for Common Shares will be equal to the aggregate of the Paid-Up Capital of the Class A Shares of Convectair, the Paid-Up Capital of the Class B Shares of Convectair and the Paid-Up Capital of the Common Shares of DNA, in each case, immediately before the amalgamation.
- 8.1.5 the stated capital of Amalco for Special Shares will be equal to the Paid-Up Capital of the Special Shares of DNA immediately before the amalgamation.

8.2 Upon the Amalgamation becoming effective, the foregoing conversion will result in the following shares being issued and outstanding as fully paid shares in the capital of Amalco:

Class of Shares	Number Issued and Outstanding
Common	1
Special	309

8.3 After the Effective Date, the shareholders of the Corporations will, upon request by Amalco, surrender the certificate or certificates representing any shares owned by them in either Corporation, and, subject to the provisions of the Act and Section 8.1 of this Agreement, will be

entitled to receive a certificate or certificates for shares of Amalco on the basis set out in Section 8.1 of this Agreement.

9. Board of Directors

The number of directors of Amalco will, until otherwise changed in accordance with the Act, be 4 directors and the first directors of Amalco will be:

Name	Residence Address	Resident Canadian
Robert Bartucci	24 Paddington Place, Woodbridge, Ontario, Canada L4L 7E5	Yes
Sherief Mohamed	570 Hemingway Place, Waterloo, Ontario, Canada N2T 1Z5	Yes
Donal Flynn	37 Whitebeam Road, Clonskeagh, Dublin 14, D14NX66, Ireland	No
Fergal Naughton	Drumleck House, Ceanchor Road, Howth, Dublin 13, Ireland	No

The first directors will hold office until the close of the first annual meeting of the shareholders of Amalco or until their successors are elected or appointed. Subsequent directors will be elected by the shareholders each year by the majority of the votes cast at either a special meeting or the annual meeting of shareholders. The affairs and business of Amalco will be under the management of the directors, subject to the provisions of the Act.

10. By-laws

The directors of Amalco will adopt the by-law of Convectair, a copy of which may be examined at the registered office of Amalco at 1367 Industrial Road, Cambridge, Ontario, Canada, N1R 7G8, at any time during usual business hours prior to the Effective Date.

11. Restrictions on Transfer of Securities

The Articles will state that no securities, other than non-convertible debt securities, of Amalco may be transferred without either:

- 11.1 the consent of the directors of Amalco expressed by a resolution passed at a meeting of those directors, or a resolution in writing signed by all of them; or
- 11.2 the consent of the shareholders of Amalco, expressed by a resolution passed at a meeting of those shareholders, or a resolution in writing signed by all of those shareholders entitled to vote on that resolution.

12. Other Provisions

Subject to the provisions of the Act, the following provisions will apply to Amalco:

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12.1 None

13. Effect of Amalgamation

Upon this Amalgamation becoming effective:

- 13.1 **Continuing Corporation.** The Corporations are amalgamated and continue as one corporation under the terms and conditions set out in this Agreement.
- 13.2 **Liabilities.** All liabilities and amounts receivable owed by each Corporation to the other Corporation, and any related security, will be cancelled.
- 13.3 **Assets and Liabilities.** Subject to Section 13.2, Amalco will possess all the property, rights, assets, privileges and franchises and will be subject to all of the contracts, liabilities, debts and obligations of each of the Corporations.
- 13.4 **Rights of Creditors.** Subject to Section 13.2, all rights of creditors against the properties, rights, assets, privileges and franchises of each of the Corporations and all liens, hypothecs, title retention, prior claims and encumbrances of any nature on their respective properties, rights, assets, privileges and franchises, will be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of each of the Corporations will, from and after the Effective Time, attach to Amalco and may be enforced against it.
- 13.5 **Actions.** No action or proceeding by or against any of the Corporations will abate or be affected by the Amalgamation.

14. Filing of Articles of Amalgamation

Upon each of the Corporations and their shareholders approving this Agreement in accordance with the Act, the Corporations will sign the Articles and deliver to the Director the Articles and all other documents required under the Act in order that a Certificate of Amalgamation be issued.

15. Personal Information—Post-Closing

Each Corporation agrees that, upon this Amalgamation becoming effective, Amalco will:

- 15.1 use and disclose the Personal Information under each Corporation's control at the time of the Amalgamation solely for the purposes that the Personal Information was collected or permitted to be used or disclosed before the Amalgamation;
- 15.2 neither use nor disclose the Personal Information for any purpose that was not permitted before the Amalgamation;
- 15.3 protect that Personal Information by security safeguards appropriate to the sensitivity of the information; and
- 15.4 give effect to any withdrawal of consent made in accordance with clause 4.3.8 of Schedule 1 to the *Personal Information Protection and Electronic Documents Act* (Canada).

16. Termination

This Agreement may be terminated by the board of directors of any of the Corporations at any time prior to the issuance of the Certificate of Amalgamation despite the approval of this Agreement by the shareholders of the Corporations.

17. Governing Law

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

18. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement.

19. Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

19.1 the legality, validity or enforceability of the remaining provisions of this Agreement; or

19.2 the legality, validity or enforceability of that provision in any other jurisdiction.

20. Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does such a waiver constitute a continuing waiver unless otherwise expressly provided.

21. Further Assurances

Each party will execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide all assurances, undertakings and information as may be required from time to time by all regulatory or governmental bodies or as may be required from time to time under applicable law.

22. Counterparts

This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument.


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23. Electronic Delivery

Delivery of this Agreement by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

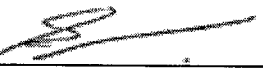
The parties have duly executed this Agreement as of the date written above.

GLEN DIMPLEX AMERICAS LIMITED

Per: 


Sherief Mohamed, Secretary

DIMPLEX NORTH AMERICA HOLDINGS LIMITED

Per: 

Sherief Mohamed, Secretary

CONVECTAIR-NMT INC.

Per: 

Sherief Mohamed, Secretary

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