FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
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OIPE JC139 NOV 1 5 2002 PATENT & TRADEMARK OFFICE

RE T

11-26-2002

102293144

Docket No.: DS
T916385

To the Honorable Commissioner of Patents ...hed original documents or copy thereof.

1. Name of conveying party(ies):

Jannock Limited

11-15-02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other **Corporation**

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Vicwest Corporation**

Internal Address: -

Street Address: **1296 South Service Road**

City: **Oakville** State: **ON** ZIP: L6L 5T7

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other **Corporation**

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N
(Designations must be a separate document from
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other **Articles of Amalgamation**

Execution Date: **March 10, 2000**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,280,478 **1,327,974**

Additional numbers ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Arne Fors**

Internal Address: -

11/25/2002 TDIAZ1 00000234 071750 1280478
01 FC:8521 40.00 CH
02 FC:8522 25.00 CH

Street Address: **Gowling Lafleur Henderson LLP**

Suite 4900, Commerce Court West

City: **Toronto** State: **ON** ZIP: M5L 1J3

6. Total number of applications and registrations involved:..... 2

7. Total fee (37 CFR 3.41):.....$ **$65.00**

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number:

07-1750

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Arne Fors, Reg. No. 20,775	Arne Fors	**November 14, 2002**
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and 20

TRADEMARK

REEL: 002622 FRAME: 0196

For Ministry Use Only
À l'usage exclusif du ministère

Ontario Corporation Number
Numéro de la société en Ontario

1059461

1.

Ministry of Consumer and Commercial Relations
Ontario

Ministère de la Consommation et du Commerce

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

MARCH 10 MARS, 2000

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

AMALGAMATION NUMBER

1401588

Form 8
Business Corporations Act

Formule 8
Loi sur les sociétés par actions

ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT

1. The name of the corporation is: *Dénomination sociale de la société:*

JANNOCK LIMITED/JANNOCK LIMITEE

2. The new name of the corporation (if changed by the arrangement:) *Nouvelle dénomination sociale de la société si elle est modifiée par suite de l'arrangement:*

VICWEST CORPORATION

3. Date of incorporation/amalgamation: *Date de la constitution ou de la fusion*

1994/01/01
(Year, Month, Day)
(année, mois, jour)

4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the Business Corporations Act. Les actionnaires de la société ont approuvé l'arrangement conformément à l'article 182 de la Loi sur les sociétés par actions.

5. A copy of the arrangement is attached to these articles as Exhibit "A". *Une copie de l'arrangement constitue l'annexe "A".*

6. The arrangement was approved by the court on *La cour a approuvé l'arrangement le*

2000/03/09
(Year, Month, Day)
(année, mois, jour)

and a certified copy of the Order of the court is attached to these articles as Exhibit "B". *une copei certifiée conforme de l'ordonnance de la cour constitue l'annexe "B"*

7. The terms and conditions to which the scheme is made subject by the Order have been complied with. *Les conditions que l'ordonnance impose au projet d'arrangement ont été respectées.*

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

JANNOCK LIMITED/JANNOCK LIMITEE
(Name of Corporation)
(Dénomination sociale de la société)

By/*Par:*
(Signature) *(Signature)*
(Description of Office) *(Fonction)*
William R. Cottrell, Vice President, General Counsel and Secretary

Highlander Business Solutions
05/99

TRADEMARK
REEL: 002622 FRAME: 0197

EXHIBIT A

PLAN OF ARRANGEMENT UNDER SECTION 182

OF THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1

INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, the following terms shall have the following meanings:

"**ABC**" means American Buildings Company, a corporation organized under the laws of the State of Delaware.

"**Arrangement**" means the arrangement under Section 182 of the OBCA on the terms and conditions set out in this Plan of Arrangement.

"**Arrangement Agreement**" means the arrangement agreement made as of the 26th day of January, 2000 between ABC, Delta and the Corporation to which this Plan of Arrangement is attached as Exhibit 1, and includes any schedule attached thereto, as amended, modified or supplemented from time to time.

"**Arrangement Resolution**" means the resolution of the Shareholders approving this Plan of Arrangement as required by applicable law and the Interim Order substantially in the form attached to the Circular.

"**Business Day**" means a day, other than Saturday, Sunday, or a statutory or civic holiday in Toronto, Canada.

"**Cash Payment**" means the cash payment to be made to Shareholders pursuant to Section 5.1(1) hereof.

"**Circular**" means the notice of the Special Meeting and the management information circular of the Corporation, including all schedules attached thereto, to be mailed to Shareholders in connection with the Special Meeting.

"**Common Shares**" means the common shares in the capital of the Corporation outstanding from time to time, including all common shares issued on the exercise of Options prior to the Effective Date.

"**Corporation**" means Jannock Limited, a corporation organized under the laws of the Province of Ontario.

"**Court**" means the Ontario Superior Court of Justice.

"**Delta**" means Delta Acquisition Corp., a corporation organized under the laws of the Province of Ontario.

"**Depositary**" means Montreal Trust Company of Canada, in its capacity as depositary for the Common Shares under the Arrangement.

"**Director**" means the Director appointed under Section 278 of the OBCA.

"**Dissent Procedures**" has the meaning ascribed thereto in Section 7.1 hereof.

"**Dissent Rights**" means the rights of dissent which each Dissenting Shareholder is entitled to exercise, under the Interim Order and in the manner set out in Section 185 of the OBCA and this Plan of Arrangement, in respect of the Arrangement Resolution.

"**Dissenting Shareholder**" means a Shareholder who dissents from the Arrangement Resolution in compliance with the Dissent Procedures and the OBCA.

"**Dividend Record Date**" means the last Business Day preceding the Effective Date.

"Effective Date" means the date upon which this Plan of Arrangement becomes effective as established by the date of issue shown on the certificate of arrangement issued by the Director pursuant to subsection 183(2) of the OBCA.

"Effective Time" means 12:01 a.m. (Toronto time) on the Effective Date.

"Existing Stock Option Plans" means the Corporation's 1995 incentive plan and 1997 directors' stock option plan.

"Final Order" means the order of the Court made in connection with the approval of the Arrangement following the application contemplated by subsection 2.1(2) of the Arrangement Agreement, as such order may be amended or modified by the highest court which hears an appeal in respect of such order.

"Interim Order" means the interim order of the Court made in connection with the approval of the Arrangement following the application therefor contemplated by subsection 2.1(2) of the Arrangement Agreement.

"ITA" means the *Income Tax Act* (Canada).

"Jannock Properties Transfer Agreement" means the agreement to be entered into between the Corporation and Propertyco providing for among other things the transfer of the Propertyco Assets to Propertyco and the provision of transitional services among the Corporation and Propertyco.

"Letter of Transmittal" means the letter of transmittal to be mailed to Shareholders by the Corporation together with the Circular.

"OBCA" means the *Business Corporations Act* (Ontario), including the regulations made thereunder.

"Options" means the options to purchase Common Shares pursuant to the Existing Stock Option Plans outstanding on the date hereof.

"Plan of Arrangement" means this plan of arrangement proposed under Section 182 of the OBCA, as amended, modified or supplemented from time to time in accordance herewith and any order of the Court.

"Propertyco" means Jannock Properties Limited, a corporation organized under the laws of the Province of Ontario.

"Propertyco Assets" means, collectively:

(a) the Corporation's real estate development business, including the real property, mortgages receivable, sales agreements, leases, equipment, contracts and indemnity agreements relating to such business, as set forth and described in Appendix 1 to this Plan of Arrangement; and

(b) all of the shares owned by the Corporation and/or its affiliates in the capital of Jancor Companies, Inc. (formerly Survivor Technologies Group, Inc.), as set forth and described in Appendix 2 to this Plan of Arrangement.

"Propertyco Shares" means common shares in the capital of Propertyco.

"Second Preference Shares" means the second preference shares in the capital of the Corporation.

"Senior Subordinated Notes" means senior subordinated notes of Delta to be created and issued pursuant to a trust indenture to be dated the Effective Date between Delta and Montreal Trust Company of Canada and the Bank of Nova Scotia Trust Company of New York.

"Shareholders" means the registered holders of Common Shares.

"Special Meeting" means the special meeting of the Shareholders, including any adjournment or postponement thereof, to be convened to consider and, if thought advisable, to pass the Arrangement Resolution.

1.2 Currency

All sums of money which are referred to in this Plan of Arrangement are expressed in lawful money of Canada unless otherwise specified.

1.3 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.4 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.5 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

1.6 Statutory References

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

ARTICLE 2

ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of, the Arrangement Agreement.

PART A OF THE ARRANGEMENT

ARTICLE 3

SALE OF PROPERTYCO ASSETS TO PROPERTYCO; PAYMENT OF PROPERTYCO SHARES AS DIVIDEND

3.1 At the Effective Time the following shall occur and be deemed to occur in the order specified in the following paragraphs without any further authorization, act or formality:

(1) The Corporation shall transfer the Propertyco Assets to Propertyco in accordance with the Jannock Properties Transfer Agreement, pursuant to which Propertyco shall issue to the Corporation, as consideration for the Propertyco Assets, such number of Propertyco Shares as is equal to the aggregate of: (i) the number of issued and outstanding Common Shares issued and outstanding as at the close of business on the Dividend Record Date; and (ii) the number of Propertyco Shares which holders of the Options will be entitled to receive pursuant to subsection 4.1(2) hereof.

(2) The Corporation shall pay, as a dividend in kind to each Shareholder, one Propertyco Share for each Common Share held by each Shareholder of record as at the close of business on the Dividend Record Date.

PART B OF THE ARRANGEMENT

ARTICLE 4

REDEMPTION OF SECOND PREFERENCE SHARES; CANCELLATION OF OPTIONS

4.1 Subject to Article 7, at the Effective Time but immediately after the events described in Article 3 have occurred, the following shall occur and be deemed to occur in the order specified in the following paragraphs without any further authorization, act or formality:

(1) The Corporation shall redeem all issued and outstanding Second Preference Shares for an amount equal to the redemption price of the Second Preference Shares as set forth in the articles of the Corporation.

(2) All outstanding Options that have not been exercised will be cancelled. The holders of such Options will be entitled to receive, in consideration of the cancellation of such Options, an amount in respect of each Common Share subject to such Options, the following:

(i) if the exercise price of the relevant Option (the "Exercise Price") is less than $16.00, the holder shall be entitled to receive the difference between $16.00 and the Exercise Price in cash without interest, together with one Senior Subordinated Note in the principal amount of $2.50 without interest and one Propertyco Share;

(ii) if the Exercise Price is greater than $16.00 but less than $18.50, the holder shall be entitled to receive one Senior Subordinated Note in the principal amount equal to the difference between $18.50 and the Exercise Price without interest, together with one Propertyco Share; provided that Senior Subordinated Notes will be issued in the denominations described in subsection 5.1(1)(ii) hereof and any entitlement to fractional notes, after aggregating the holder's entitlement thereto, will be dealt with in the manner described therein; and

(iii) if the Exercise Price is greater than $18.50, then upon payment by the holder to the Corporation of the difference between the Exercise Price and $18.50 on or before the Effective Date, the holder shall be entitled to receive one Propertyco Share.

(3) In consideration of the issue of the Senior Subordinated Notes pursuant to subsections 4.1(2)(i) and (ii) hereof, the Corporation shall issue to Delta Common Shares in a number equal to the quotient obtained when the principal amount of such Senior Subordinated Notes is divided by $18.50.

PART C OF THE ARRANGEMENT

ARTICLE 5

ACQUISITION OF THE COMMON SHARES

5.1 Subject to Article 7, at the Effective Time but immediately after the events described in Article 4 have occurred, the following shall occur and be deemed to occur in the order specified in the following paragraphs without any further authorization, act or formality:

(1) Each Common Share held by a Shareholder (excluding Common Shares owned by Delta) shall be exchanged with, and acquired by, Delta for a right to receive the following:

(i) the sum of $16.00 (the "Cash Payment"); and

(ii) one Senior Subordinated Note in the principal amount of $2.50. The Senior Subordinated Notes will be issued in denominations of $250 and whole number multiples thereof. No fractional Senior Subordinated Notes ("Fractional Notes") will be issued. In lieu of any such Fractional Notes, each Shareholder otherwise entitled to a Fractional Note will receive a cash payment equal to such Shareholder's pro rata portion of the net proceeds after expenses received by the Depositary upon the sale of whole Senior Subordinated Notes representing an accumulation of all Fractional Notes to which such Shareholders would otherwise be entitled. The Depositary will sell such Senior Subordinated Notes (including by way of sale through the exchange upon which the Senior Subordinated Notes are then listed) as soon as reasonably practicable following the Effective Date. The aggregate net proceeds after expenses of such sale will be distributed by the Depositary, pro rata in relation to the respective fractions, among the Shareholders otherwise entitled to receive Fractional Notes.

(2) Each Shareholder (other than Delta) shall have transferred such Common Shares held by him to Delta and Delta shall have issued the right to receive the Cash Payment and the Senior Subordinated Note in accordance with

subsection 5.1(1) above and Delta shall have become obligated to make such Cash Payment and deliver such Senior Subordinated Note on the terms and subject to the conditions of Article 8.

(3) Each Shareholder (other than Delta) shall cease to be a holder of Common Shares and shall have his name removed from the register of holders of Common Shares.

(4) All Common Shares shall be held by Delta and the name of Delta shall be added to the register of holders of Common Shares.

PART D OF THE ARRANGEMENT

ARTICLE 6

AMALGAMATION OF THE CORPORATION AND DELTA

6.1 Subject to Article 7, at the Effective Time but immediately after the events described in Article 5 have occurred, the following shall occur and be deemed to occur in the order specified in the following paragraphs without any further authorization, act or formality:

(1) The Corporation shall amalgamate with Delta to form an amalgamated corporation governed by the laws of the Province of Ontario ("Amalco").

(2) On the amalgamation, all of the Common Shares shall be cancelled.

(3) On the amalgamation, all of the common shares in the capital of Delta will be converted, share for share, into common shares of Amalco, and all of the preferred shares in the capital of Delta will be converted, share for share, into preferred shares of Amalco. Amalco will become a subsidiary of ABC.

(4) Unless and until otherwise determined in the manner required by law, or by Amalco, its directors or shareholders, the following provisions shall apply to Amalco:

(i) the name of Amalco shall be VICWEST Corporation;

(ii) the registered office of Amalco shall be located in Toronto in the Province of Ontario. The address of the registered head office of Amalco shall be 1296 South Service Road, Oakville, Ontario L6L 5T7;

(iii) there shall be no restrictions on the business Amalco may carry on or the powers it may exercise;

(iv) Amalco shall be authorized to issue an unlimited number of Amalco common shares and an unlimited number of Amalco preferred shares, which shall have the rights, privileges, restrictions and conditions set out in Appendix 3 to this Plan of Arrangement;

(v) the number of directors of Amalco shall be such number not less than one and not more than ten as the shareholders of Amalco may from time to time determine by special resolution;

(vi) the initial directors of Amalco shall be:

Name	Residence Address	Canadian Resident
Robert T. Ammerman	8841 River Road Columbus, Georgia 31904	No
Mark L. Hilson	5 Belvedere Blvd. Etobicoke, Ontario M8X 1J9	Yes
Nigel S. Wright	133 Ulster Street, Apt. 2 Toronto, Ontario M5G 1E7	Yes

Subsequent directors shall be elected at the next annual meeting of Amalco; and

(vii) the by-laws of Amalco shall be the by-laws of Delta.

ARTICLE 7

RIGHTS OF DISSENT

7.1 Rights of Dissent

Shareholders may exercise Dissent Rights pursuant to and in the manner set forth in the Interim Order, Section 185 of the OBCA and this Section 7.1 (the "Dissent Procedures"), in connection with the Arrangement; provided that, notwithstanding Section 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in Section 185(6) of the OBCA must be received by the Corporation not later than 4:30 p.m. (Toronto time) on the Business Day preceding the Special Meeting. Holders who duly exercise such Dissent Rights and who:

(1) are ultimately entitled to be paid fair value for their Common Shares shall be deemed to have transferred such Common Shares to the Corporation and to the extent that the fair value is paid by the Corporation, such Common Shares shall be cancelled at the Effective Time; or

(2) for any reason are ultimately not entitled to be paid fair value for their Common Shares shall be deemed to have participated in the Arrangement on the same basis as other Shareholders who have not exercised Dissent Rights as at and from the Effective Time, and subject to Article 8 hereof, shall receive the Cash Payment and Senior Subordinated Notes, on the basis in each case determined in accordance with Articles 3, 4 and 5 hereof;

but in no case shall the Corporation, Delta, Amalco or any other person be required to recognize such Shareholders as holders of Common Shares at and after the Effective Time, and the names of such Shareholders shall be deleted from the Corporation's register of holders of Common Shares at the Effective Time.

ARTICLE 8

CASH, CERTIFICATES AND NOTES

8.1 Delivery of Cash

At the Effective Time, Delta shall cause to be available to the Depositary, for payment to holders of Common Shares and Options the Cash Payment to which such holders are entitled pursuant to Articles 4 and 5 hereof for delivery to such holders in accordance with Section 8.4 hereof. As soon as practicable after the Effective Time, the Cash Payments shall be made by the Depositary by issuing cheques in Canadian currency payable at any branch in Canada of a Canadian chartered bank or trust company to the persons entitled to such Cash Payments in accordance with subsection 8.4(1) hereof. Unless otherwise directed in accordance with any Letter of Transmittal, such cheques shall be forwarded by first class mail, postage prepaid, or, in the case of a postal disruption in Canada, by such other means as the Depositary may consider prudent, to the persons and at the addresses specified in the relevant Letter of Transmittal. Cheques forwarded pursuant hereto will be deemed to have been delivered at the time of delivery thereof to the post office or to such other party as may be charged with responsibility for the transmission thereof. All interest on funds provided to and held by the Depositary pursuant to this Section 8.1 shall accrue to the benefit of Delta.

8.2 Delivery of Share Certificates

At the Effective Time, the Corporation shall cause to be delivered to the Depositary for the benefit of holders of Common Shares and Options, the number of Propertyco Shares to which such holders are entitled pursuant to Articles 3 and 4 hereof for delivery to such holders in accordance with Section 8.4 hereof. As soon as practicable after the Effective Time, certificates representing the Propertyco Shares shall be delivered by the Depositary to the persons entitled to such shares in accordance with subsection 8.4(1) hereof. Unless otherwise directed in accordance with any Letter of Transmittal, the Depositary shall forward all such certificates by first class mail, postage prepaid, or, in the case of a postal disruption in Canada, by such other means as the Depositary may deem prudent, to such holders at their address specified in the relevant Letter of Transmittal. Certificates forwarded pursuant hereto will be deemed to have been delivered at the time of delivery thereof to the post office, or to such other party as may be charged with responsibility for the transmission thereof.

8.3 Delivery of Senior Subordinated Notes

At the Effective Time, Delta shall cause to be delivered to the Depositary for the benefit of holders of Common Shares and Options, the number of Senior Subordinated Notes to which such holders are entitled pursuant to Articles 4 and 5 hereof for delivery to such holders in accordance with Section 8.4 hereof. As soon as practicable after the Effective Time, Senior Subordinated Notes shall be delivered by the Depositary to the persons entitled to such shares in accordance with subsection 8.4(1) hereof. Unless otherwise directed in accordance with any Letter of Transmittal, the Depositary shall forward all such Senior Subordinated Notes by first class mail, postage prepaid, or, in the case of a postal disruption in Canada, by such other means as the Depositary may deem prudent, to such holders at their address specified in the relevant Letter of Transmittal. Senior Subordinated Notes forwarded pursuant hereto will be deemed to have been delivered at the time of delivery thereof to the post office, or to such other party as may be charged with responsibility for the transmission thereof.

8.4 Entitlement to Cash, Certificates and Notes

(1) Upon the later of:

(i) the Effective Time; and

(ii) the receipt of the Letters of Transmittal, duly completed and executed in the manner described therein and the certificates representing the Common Shares exchanged pursuant to Article 5 hereof, duly endorsed for transfer (accompanied by such other documents and instruments as would have been required to effect the transfer or exercise of such securities under the OBCA as the Depositary may reasonably require),

the Depositary shall make payment and deliver certificates and/or notes, as applicable, as provided in Sections 8.1, 8.2 and 8.3 hereof.

(2) Subject to subsection 8.4(3) hereof, at and after the Effective Time, certificates formerly representing Common Shares shall represent only the right to receive Propertyco Shares, the Cash Payment and the Senior Subordinated Notes, as the case may be, in accordance with Articles 3 and 5 and this Article 8.

(3) Any certificate formerly representing Common Shares not deposited with all of the other documents and instruments required by subsection 8.4(1) hereof on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature against, or as a security holder of, ABC or Amalco. On such date, all cash, notes or shares to which the former registered holder of the certificate referred to in the preceding sentence was entitled shall be deemed to have been surrendered to Amalco together with all dividends, distributions and interest held for such former registered holder.

ARTICLE 9

AMENDMENT OF THE PLAN OF ARRANGEMENT

9.1 Amendment of the Plan of Arrangement

The Corporation, ABC and Delta reserve the right to jointly amend, modify and/or supplement this Plan of Arrangement at any time and from time to time provided that such amendment, modification or supplement must be contained in a written document which is filed with the Court and, if made following the Special Meeting and before the Effective Date, approved by the Court and communicated to the Shareholders in the manner, if any, required by the Court. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation, ABC and Delta, jointly, at any time prior to or at the Special Meeting with or without any prior notice or communication and, if so proposed and accepted by the persons voting at the Special Meeting, shall become part of this Plan of Arrangement for all purposes. Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Amalco.

ARTICLE 10

FURTHER ASSURANCES

10.1 Other Documents and Instruments

Notwithstanding that the transactions or events set out herein shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, the Corporation, ABC and Delta agree to make, do and execute, or cause and cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be reasonably required by any of them in order further to document or evidence any of the transactions or events set out herein, including, without limitation, any resolutions of directors authorizing the issue, exchange, transfer, purchase for cancellation or donation of shares and any share transfer powers evidencing the transfer of shares and any receipts therefor.

ARTICLE 11

BINDING EFFECT

11.1 Binding Effect

Upon obtaining the Shareholders' approval in accordance with the Interim Order, the granting of the Final Order, the satisfaction or waiver of the other conditions required to obligate the Corporation, ABC and Delta to fulfill their respective obligations under the Arrangement Agreement and the issuance of a certificate of arrangement by the Director in respect thereof, the Plan of Arrangement shall be binding upon each of the Shareholders, the holders of the Options, the holders of Second Preference Shares, the Corporation, ABC, Delta and the Depositary.

APPENDIX 1 TO PLAN OF ARRANGEMENT

DESCRIPTION OF REAL ESTATE DEVELOPMENT BUSINESS

The Propertyco Assets include all assets, rights, benefits, and interests owned legally or beneficially by the Corporation, any Subsidiary, and 359856 Alberta Ltd. as general partner for any of the Cancom Equity Fund Limited Partnership Nos. 1 or 2 which is used or necessary for the business of land development and sales as conducted by the Jannock Properties Division of the Corporation up to the Effective Date, including without limitation the following:

A. Owned Real Property

1. McFarren

   Blocks 153 and 154, Plan 43M-1128, City of Mississauga, Regional Municipality of Peel

2. Cooksville

   Blocks 1, 2 and 3 on Plan 43M-1333; Blocks 1 and 2, Plan 43M-1320; Part of Lot 3, Plan C-26, designated as Part on Plan 43R-22971; Blocks 2 and 3, Plan 43M-1319; Lot 48, Plan 43M-1317; Lot 2, Plan C-26 as described in instrument No. US 120480; Part of Lot 8, Plan C-26 as described in Instrument No. TT 102722, all in the City of Mississauga, Regional Municipality of Peel.

3. Burlington

   All lots, blocks, parts and other lands within the lands described as follows:

   (a) P.I.N. NO. 07115-0003(LT)

   Parcel 2-2, Section EF1, being Part Lots 2 and 3, Concession 1 designated as Part 1 on Reference Plan 20R-11103;

   (b) P.I.N. NO. 07127-0334 (LT)

   Part of Lots 4 and 12, Brant's Block Plan No. 99, City of Burlington (formerly Township of Nelson), Part of Lot 1, Concession 2, City of Burlington (formerly Township of East Flamborough), Regional Municipality of Halton and designated as parts 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 on Reference Plan 20R-7740 and Part 1 on Reference Plan 20R-11875.

   (c) Part of P.I.N. NO. 07194-0090(LT)

   Part of Parcel 2-3, Section EF-1, being Parts of Lots 2 and 3, Concession 1, City of Burlington (formerly Township of East Flamborough), Regional Municipality of Halton designated as Parts 1, 2, 3 and 4 on Reference Plan 20R-11909 save and except Part 2 on Reference Plan 20R-13159.

   (d) P.I.N. NO. 07194-0066(LT)

   Part of Parcel 2-3, Section EF-1, being Parts of Lots 2 and 3, Concession 1, City of Burlington (formerly Township of East Flamborough), Regional Municipality of Halton designated as Part 5 on Reference Plan 20R-11909.

   The Burlington site is also described by its various component parcels as follows:

   (i) King Forest Business Park – all lots, blocks, parts and other lands within Plan 20R-11909 (approximately 85.96 acres)

   (ii) Gloucester – all lots, blocks, parts and other lands within Parts 5 to 19, Plan 20R-7740 and Part 1, Plan 20R-11875 (approximately 8.6 acres)

   (iii) Burlington South – all lots, blocks and parts within Plan 20R-11103 (approximately 73 acres)

4. Britannia

All lots, blocks, parts and other lands within the property described as follows, comprising approximately 221 acres:

P.I.N. NO. 13129-0079(LT)

Parcel 6-2, Section 43, Toronto Township 5, West of Hurontario Street, being part of Lots 6 and 7, Concession 5, West of Hurontario Street designated as Parts 1, 2, 3 and 4 on Reference Plan 43R-16221.

SAVE AND EXCEPT Part 7 on Reference Plan 43R-21122 and Parts 1, 2, 3 and 4 on Reference Plan 43R-21625.

5. Milton

All lots, blocks, parts and other lands within the following lands:

(a) P.I.N. NO. 24974-0166 (LT)

Part Lot 1, Concession 1, ESQ., being Part 4 on Plan 20R-2406;

(b) P.I.N. NO. 24974-0162 (LT)

Part Lots 1 and 2, Concession 1, ESQ., being Part 3 on Plan 20R-2406;

(c) P.I.N. NO. 24974-0054 (LT)

Part Lots 1 and 2, Concession 2, NAS., being Part 1 on Plan 20R-2406; and Part Lot 3, Concession 7, NAS, being Parts 1 and 2 on Plan 20R-7284.

The Milton lands are also described by their various components as follows:

(a) North-west corner of Steeles Avenue and Peru Road, Milton (approximately 48 acres);

(b) North-east corner of Tremaine Road and Steeles Avenue, Milton (approximately 78 acres); and

(c) West side of Tremaine Road, north of Steeles Avenue, Milton (approximately 223 acres).

B. Mortgages Receivable

1. Cooksville

(i) Mortgage from 1210519 Ontario Limited in the original principal amount of $8,627,200 registered against title to Lots 29 to 47, 49 to 98, 157 to 223 on Plan 43M – 1317 (Instrument No. LT 1930567 registered April 15, 1999)

(ii) Mortgage from Fernbrook Homes (Dundas) Limited in the original principal amount of $8,393,600 registered against title to Lots 1 to 28, 99 to 156, on Plan 43M – 1317 (Instrument No. LT 1931678 on April 19, 1999)

(iii) Mortgage from Kinmount Estates Inc. in the original principal amount of $12,395,200 registered against title to Lots 1 to 105, 168 to 189 on Plan 43M – 1318 (Instrument No. LT 1931925 on April 19, 1999)

(iv) Mortgage from Diamond Run Estates Inc. in the original principal amount of $3,968,000 registered against title to Lots 106 to 167 on Plan 43M – 1318 (Instrument No. LT 1931772 registered on April 19, 1999)

(v) Mortgage from Fernbrook Homes (High Park) Limited in the original principal amount of $6,354,855 registered against title to Blocks 4, 5, 6 and 7 on Plan 43M – 1332 (Instrument No. LT2009567 registered on November 1, 1999)

(vi) Mortgage from Merrydale Developments Inc. in the original principal amount of $1,475,000 registered against title to Block 11, Plan 43M – 1319 (Instrument No. LT2020508 registered on November 29, 1999)

2. Burlington

Tyandaga

(a) Mortgage from Branthaven Homes 2000 Inc. in the original principal amount of $2,348,000 registered against title to Blocks 59 and 60, Plan 20M – 722 (Instrument No. 789685 on May 19, 1999)

(b) Mortgage from Branthaven Homes 2000 Inc. in the original principal amount of $6,579,650 registered against title to Lots 1 to 53, Plan 20M – 722 (Instrument No. 787535 on May 5, 1999)

3. McFarren Subdivision

Mortgage from Credit Mills Development Corporation in the original principal amount of $4,757,900 registered as Instrument No. LT1782074 on November 20, 1997

C. Other Real Property Assets

1. McFarren Subdivision

Agreement of purchase and sale dated August 30, 1999 with 415523 Ontario Limited for Blocks 153 and 154, Plan 43M – 1128 at a sale price of $6,370,000

2. Cooksville

Agreement of purchase and sale dated October 22, 1999 with Shayan Building Group Inc. for Blocks 1, 2 and 3 on Plan 43M – 1333 at a price of $6,017,500.

Agreement of purchase and sale dated August 18, 1999 with Anna-Maria Iannicca for Lot 48 on Plan 43M-1317 at a price of $100,000.

3. Burlington

King Forest Business Park – Phase 1

Agreement of purchase and sale dated November 10, 1999 made with OSG Canada Ltd. for Part of Lot 2, Concession 1, being Block 8 on the draft plan of subdivision at a price of $392,700.

D. Miscellaneous Other Assets

(a) motor vehicles owned and used by the Jannock Properties division of the Corporation including an assignment of leases for any leased vehicles;

(b) the lease of premises at Unit 6, 2155 Dunwin Drive, Mississauga occupied by the Jannock Properties division of the Corporation pursuant to an offer to lease to The Great-West Life Assurance Company and 801611 Ontario Limited dated May 11, 1999;

(c) furniture, fixtures and equipment used by the Jannock Properties division and located at the office premises municipally known as Unit 6, 2155 Dunwin Drive, Mississauga;

(d) all rights and benefits under any contracts for the servicing of subdivisions, including warranties, performance bonds, and any security held from third party contractors;

(e) the benefit of any indemnities given by third parties relating to any of the real property described in Section A above, including indemnification rights under certain agreements relating to the portion of the Cooksville Quarry used as a fly-ash placement areas as follows:

(i) Indemnification Agreement dated December 16th, 1998 made between The Corporation of the City of Mississauga ("City") and Her Majesty the Queen in Right of Ontario as represented by the Minister of the Environment ("Crown");

(ii) Indemnification Agreement dated February 3rd, 1999 made between Jannock Limited and the Crown; and

(iii) Indemnification Agreement dated February 3rd, 1999 made between Ontario Hydro, Jannock Limited, the City and the Crown.]

(f) the full benefit of any leases to third parties of the real property described in Section A above; and

(g) any agreements of purchase and sale, option agreements or similar agreements for the Corporation to acquire lands adjacent to the lands referred to in Section A required for the development and related business operations of the Jannock Properties Division.

APPENDIX 2 TO PLAN OF ARRANGEMENT

SHARES IN THE CAPITAL OF JANCOR COMPANIES, INC. (FORMERLY SURVIVOR TECHNOLOGIES GROUP, INC.)

The Propertyco Assets include all of the shares in the capital of Jancor Companies, Inc. (formerly Survivor Technologies Group, Inc.) ("Jancor") owned by the Corporation and/or its affiliates, namely:

(1) 22,283.090 shares of Senior Preferred Stock, par value $0.01 per share, in the capital of Jancor;

(2) 106,569.45 shares of Class A Common Stock, par value $0.01 per share, in the capital of Jancor; and

(3) 4,005.75767 shares of Junior Preferred Stock, par value $0.01 per share, in the capital of Jancor.

APPENDIX 3 TO PLAN OF ARRANGEMENT
AMALCO SHARES – RIGHTS, PRIVILEGES, RESTRICTIONS AND CONDITIONS

1. PREFERRED SHARES

The Preferred Shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1.1. *Dividends*

1.1.1. The holders of the Preferred Shares, in priority to the common shares and any shares of any other class ranking junior to the 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 moneys of the Corporation properly applicable to the payment of dividends, fixed preferential cumulative cash dividends on a pro rata basis equal to the dividends paid from time to time on the aggregate of 547,413 shares of the Class A Common Stock of MAGNATRAX Corporation and 821.1195 shares of the Class C Common Stock of MAGNATRAX Corporation on the same terms and conditions as dividends are paid on such common stock of MAGNATRAX Corporation. Dividends on Preferred Shares shall accrue from such date or dates as may in the case of each issue be determined by the board of directors of the Corporation or in the case no date be so determined then from the date of issue. The board of directors of the Corporation shall be entitled to declare part of such preferential cumulative cash dividend for any fiscal year notwithstanding that such dividend for such fiscal year may not be declared in full. Cheques of the Corporation payable at par at any branch of the bankers of the Corporation in Canada shall be issued in respect of such dividends (less any tax required to be withheld by the Corporation) and the payment thereof shall satisfy such dividends. Dividends which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed for a period of six years from the date on which they were declared to be payable shall be forfeited to the Corporation. If on any dividend payment date the dividend payable on such date is not paid in full on all the Preferred Shares then issued and outstanding such dividend or the unpaid part thereof shall be paid on a subsequent date or dates determined by the board of directors of the Corporation on which the Corporation shall have sufficient moneys properly applicable to the payment of the same. The holders of the Preferred Shares shall not be entitled to any dividends other than or in excess of the cash dividends hereinbefore provided for.

1.1.2. Except with the approval of the holders of all Preferred Shares then issued and outstanding, no dividends shall at any time be declared or paid or set apart for payment for or on the common shares or any other shares of any other class of the Corporation ranking junior to the Preferred Shares nor shall the Corporation call for redemption and/or purchase for cancellation any Preferred Shares less than the total number then issued and outstanding nor shall the Corporation call for redemption or purchase any common shares or any shares of any other class ranking junior to the Preferred Shares unless all dividends up to and including the dividend payable on the last preceding dividend payment date on the Preferred Shares then issued and

outstanding shall have been declared and paid or set apart for payment at the date of such declaration or payment or setting apart of payment or call for redemption or purchase.

1.2. *Dissolution*

1.2.1. In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of property or assets of the Corporation among shareholders for the purpose of winding up its affairs, the holders of the Preferred Shares shall be entitled to receive from the property and assets of the Corporation for each Preferred Share held by them respectively an amount equal to the Redemption Price as hereinafter defined, together with all accrued and unpaid preferential cumulative cash dividends thereon (which for such purpose shall be calculated as if such preferential cumulative cash dividends were accruing from day to day for the period from the expiration of the last period for which cumulative dividends have been paid up to but excluding the date of distribution) before any amount shall be paid or any property or assets of the Corporation shall be distributed to the holders of any common shares or shares of any class ranking junior to the Preferred Shares. After payment to the holders of the Preferred Shares of the amount so payable to them, such holders shall not be entitled to share in any further distribution of the property or assets of the Corporation.

1.3. *Redemption by the Corporation*

1.3.1. Subject to the articles of the Corporation and any applicable restrictions imposed by law, 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 for each share to be redeemed of an amount equal to U.S.$39.00 (the "Redemption Price"), together with an amount equal to all dividends accrued thereon and unpaid up to the date on which the redemption is to be made, such aggregate amount being hereinafter referred to in these provisions as the "Aggregate Redemption Price".

1.3.2. In the case of redemption of Preferred Shares under the provisions of subsection 1.3.1 hereof, the Corporation shall at least 30 days before the date specified for redemption mail to each person who at the date of mailing is a registered 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 mailed to each such holder at his or her address as it appears on the books of the Corporation or in the event of the address of any such shareholder not so appearing then to the last known address of such shareholder; provided, however, that accidental failure to give any such notice to one or more of such shareholders shall not affect the validity of such redemption. Such notice shall set out the redemption price, the date on which redemption is to take place, the number of Preferred Shares held by the person to whom it is addressed to be redeemed and the place or places at which holders of Preferred Shares may present and surrender the certificate or certificates representing such shares for redemption. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Preferred Shares to be redeemed the redemption price thereof on presentation and surrender of the certificates representing the Preferred Shares called for redemption at the registered office of the Corporation or at any other place or places designated in the notice of redemption. If only part of the shares represented by any certificate be redeemed a new

certificate for the balance shall be issued at the expense of the Corporation. Subject to the provisions of subsection 1.3.3 below, on and after the date specified for redemption in any such notice the Preferred Shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the shareholders shall remain unaffected.

1.3.3. The Corporation shall have the right at any time on or after the mailing of notice of its intention to redeem any Preferred Shares, to deposit the Aggregate Redemption Price 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 accordance with such redemption to a special account in a specified chartered bank or a specified trust company in Canada, named in such notice of redemption, 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. 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 deemed to be redeemed and all 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 Aggregate Redemption Price so deposited against presentation and surrender of the said certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation. Redemption moneys that are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed (including moneys held on deposit to a special account as provided for above) for a period of six years from the date specified for redemption shall be forfeited to the Corporation.

1.3.4. In case only a part of the Preferred Shares is at any time to be redeemed, the shares so to be redeemed shall be selected by lot or in such other manner as the board of directors of the Corporation in its sole discretion may by resolution determine.

1.4. *Redemption at the option of the holders of the Preferred Shares*

1.4.1. Subject to the provisions of subsection 32(2) of the Business Corporations Act (Ontario), as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to such amended, re-enacted or replaced provisions), every registered holder of Preferred Shares may, at his or her option and in the manner hereinafter provided, require the Corporation to redeem at any time all or part of the Preferred Shares held by such holder upon payment for each share to be redeemed of an amount equal to the Aggregate Redemption Price.

1.4.2. In the case of the redemption of Preferred Shares under the provisions of subsection 1.4.1 hereof, the holder thereof shall surrender the certificate or certificates representing such Preferred Shares at the registered office of the Corporation accompanied by a notice in writing (hereinafter called a "Redemption Notice") signed by such holder requiring the Corporation to

redeem all or a specified number of the Preferred Shares represented thereby. As soon as practicable following receipt of a Redemption Notice, the Corporation shall pay or cause to be paid to or to the order of the registered holder of the Preferred Shares to be redeemed the Aggregate Redemption Price thereof. If only a part of the shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation.

1.5. *Voting Rights*

1.5.1. The holders of the Preferred Shares shall not be entitled as such (except as otherwise provided by law or hereinafter specifically provided) 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. The holders of the Preferred Shares shall, however, be entitled to notice of meetings of the shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale of its undertaking or a substantial part thereof.

1.6. *Creation of Additional Shares and Amendment*

1.6.1. No class of shares may be created ranking as to capital or dividends in priority to or on a parity with the Preferred Shares nor shall the authorized amount of the Preferred Shares be increased without the approval of the holders of the Preferred Shares given as hereinafter specified in section 1.7 hereof, in addition to any vote or authorization required by the Business Corporations Act (Ontario).

1.6.2. The provisions hereof contained in sections 1.1 to 1.8 both inclusive attaching to the Preferred Shares or any of such sections may be deleted, varied, modified, amended or amplified by articles of amendment but only with the approval of the holders of the Preferred Shares given as hereinafter specified in section 1.7 hereof, in addition to any vote or authorization required by the Business Corporations Act (Ontario).

1.7. *Approval of the Holders of the Preferred Shares*

1.7.1. The approval of the holders of the Preferred Shares required as to any and all matters referred to herein (in addition to or as distinct from any vote or authorization required by the Business Corporations Act (Ontario)) may be given by an instrument or instruments in writing signed by the holders of not less than two-thirds of the issued and outstanding Preferred Shares or by a resolution passed at a special meeting of the holders of the Preferred Shares duly called for that purpose as provided, mutatis mutandis, in subsection 1.7.2 of the conditions attaching to the Preferred Shares.

1.7.2. The confirmation required by subsection 170(4) of the Business Corporations Act (Ontario), as now enacted or as the same may from time to time be amended, re-enacted or replaced (and in the case of such amendment, re-enactment or replacement, any references herein shall be read as referring to the amended, re-enacted or replaced provisions thereof), of a resolution authorizing an amendment to the articles as referred to in subsection 170(1) of the Business Corporations Act (Ontario) may be given by at least two-thirds of the votes cast at a meeting of the holders of the Preferred Shares duly called for that purpose.

The formalities to be observed with respect to the giving of notice of any such meeting or adjourned meeting and the conduct thereat shall be those from time to time prescribed by the Business Corporations Act (Ontario) and the by-laws of the Corporation with respect to meetings of shareholders. On every poll taken at every such meeting every holder of Preferred Shares shall be entitled to one vote in respect of each Preferred Share held.

1.8. *Priority*

1.8.1. The common shares shall rank junior to the Preferred Shares and shall be subject in all respects to the preferences, rights, conditions, restrictions, limitations and prohibitions attaching to the Preferred Shares.

2. COMMON SHARES

2.1. The holders of the Common Shares shall be entitled to vote at all meetings of shareholders of the Corporation except meetings at which only the holder of the Preferred Shares as a class or the holders of one or more series of the Preferred Shares are entitled to vote, and shall be entitled to one vote at all such meetings in respect of each Common Share held.

2.2. After payment to the holders of the Preferred Shares of the amount or amounts to which they may be entitled, the holders of the Common Shares shall be entitled to receive any dividend declared by the board of directors of the Corporation and to receive the remaining property of the Corporation upon dissolution.

EXHIBIT B

Certified copy of Order