

1-31-92

Patent and Trademark Office

To the Honorable Commissioner of Pa

ched original documents or copy thereof.



101823981



1. Name of conveying party(ies)
 761894 Ontario Limited

Additional name(s) of conveying party(ies) attached?
 Yes _____ No X

____ Individual(s) _____ Association
 _____ General Partnership _____ Limited Partnership
 _____ Corporation - State X Other

Additional name(s) of conveying party(ies) attached?
 _____ Yes X No

Name of receiving party(ies):
 Name: Bennett & Wright International Group Inc.

Internal Address: _____

Street Address: 7300 Warden Avenue
 _____ Suite 106

City: Markham State: Ontario
 ZIP: L3R 9Z6
 Country: Canada

____ Individual(s) citizenship
 ____ Association
 ____ General Partnership
 ____ Corporation - State
X Other (Corporation of Ontario, Canada)

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes X No _____

(Designations must be a separate document from Assignment)
 Additional names/addresses attached? Yes _____ No X

3. Nature of conveyance:
 ____ Assignment X Merger
 ____ Security Agreement ____ Change of Name
 Other _____

Execution Date: April 20, 2000

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
 2,278,610
 2,086,643
 2,204,735
 2,159,872

Additional numbers attached? _ Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Richard J. Parr
 Internal Address: c/o Bereskin & Parr
 Street Address: Box 401, 40 King Street West
 City: Toronto State: Ontario ZIP: M5H 3Y2
 Country: Canada

08/24/2001 (TON1) 00000228 2278610
 01 FC:481 40.00 OP
 02 FC:402 75.00 OP

6. Total number of applications and registrations involved:..... 4

7. Total fee (37 CFR 3.41).....\$ 160.00
X Enclosed CHECK # 3094
 ____ Authorized to be charged to deposit account

8. Deposit account number:
02-2095 (for deficiencies only)

(No need to attach duplicate copy of this page if paying by deposit account)

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.

Richard J. Parr, Regn. 22,836
 Name of Person Signing
 BP File #8849-7

Richard J. Parr
 Signature

8/27/01
 Date

Total number of pages (including cover sheet): 21

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TRADEMARK


REEL: 002355 FRAME: 0883

NOMINATION OF DOMESTIC REPRESENTATIVE

The undersigned, **VIPOND INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 6380 Vipond Drive, Mississauga, Ontario, Canada L5T 1A1, being the assignee of U.S. service mark registration No. 2,278,610 for FIRST FOR FIRE PROTECTION, registered on September 21, 1999, hereby designates Sughrue, Mion, Zinn, MacPeak and Seas, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3203 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this *1st* day of *June*,
2001.

VIPOND INC.


By: 
Title: *Comptroller*

NOMINATION OF DOMESTIC REPRESENTATIVE

The undersigned, **VIPOND INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 6380 Vipond Drive, Mississauga, Ontario, Canada L5T 1A1, being the assignee of U.S. service mark registration No. 2,086,643 for VIPOND, registered on August 5, 1997, hereby designates Sughrue, Mion, Zinn, MacPeak and Seas, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3203 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this 1st day of June,
2001.

VIPOND INC.

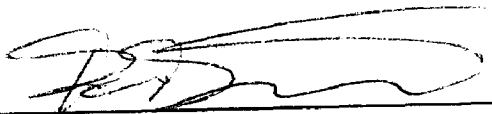
By: 
Title: Comptroller

NOMINATION OF DOMESTIC REPRESENTATIVE

The undersigned, **VIPOND INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 6380 Vipond Drive, Mississauga, Ontario, Canada L5T 1A1, being the assignee of U.S. service mark registration No. 2,204,735 for **VIPOND FIRST FOR FIRE PROTECTION & Design**, registered on November 24, 1998, hereby designates Sughrue, Mion, Zinn, MacPeak and Seas, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3203 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this *1st* day of *June*,
2001.

VIPOND INC.


By: 
Title: *COMPTROLLER.*

NOMINATION OF DOMESTIC REPRESENTATIVE

The undersigned, **VIPOND INC.**, a corporation organized under the laws of the Province of Ontario, Canada, whose business address and situs is 6380 Vipond Drive, Mississauga, Ontario, Canada L5T 1A1, being the assignee of U.S. service mark registration No. 2,159,872 for EAGLE Design, registered on May 26, 1998, hereby designates Sughrue, Mion, Zinn, MacPeak and Seas, whose postal address is 2100 Pennsylvania Avenue, N.W., Washington, D.C., U.S.A. 20037-3203 as applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

EXECUTED at Toronto, Ontario, Canada this ^{1st} day of June,
2001.

VIPOND INC.

By: 
Title: COMPROMISE

For Ministry Use Only
À l'usage exclusif du ministère



Ministry of
Consumer and
Commercial Relations

CERTIFICATE
This is to certify that these
articles are effective on

Ministère de
la Consommation
et du Commerce

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

Ontario Corporation Number
Numéro de la compagnie en Ontario

1414073

1.

APRIL 20 AVRIL, 2000

Carl D. L...

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

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

Form 4
Business
Corporations
Act

Formule
numero 4
Loi sur les
compagnies

1. The name of the amalgamated corporation is: *Dénomination sociale de la compagnie issue de la fusion:*

B E N N E T T & W R I G H T I N T E R N A T I O N A L
G R O U P I N C .

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

7300 Warden Avenue, Suite 106

(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'édifice à bureaux, numéro du bureau)

Markham, Ontario

L 3 R 9 Z 6

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

(Postal Code/Code postal)

3. Number (or minimum and maximum number) of directors is: *Nombre (ou nombres minimal et maximal) d'administrateurs:*

Minimum of one (1) - Maximum of twelve (12)

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

First name, initials and surname
Prénom, initiales et nom de famille

Address for service, giving Street & No. or R.R. No.,
Municipality and Postal Code
Domicile élu, y compris la rue et le numéro, le numéro de la R.R. ou le nom de la municipalité et le code postal

Resident
Canadian
State
Yes or No
*Résident
Canadien
Oui/Non*

David J.P. Nicholson

578 Carlton Road
Markham, Ontario
L3R 8X1

Yes

5. (A) 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.

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

| | |
|-----------------|------------------|
| Check A or B | Cocher A ou B |
|-----------------|------------------|

(B) 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.
The articles of amalgamation in substance contain the provisions of the articles of incorporation.

(B) Les administrateurs de chaque compagnie qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les compagnies à la date mentionnée ci-dessous.
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

Bennett & Wright International Group Inc.

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts.

| Names of amalgamating corporations <i>Dénomination sociale des compagnies qui fusionnent</i> | Ontario Corporation Number <i>Numéro de la compagnie en Ontario</i> | Date of Adoption/Approval <i>Date d'adoption ou d'approbation</i> |
|---|--|--|
| Bennett & Wright International Group Inc. | 1228579 | April 20, 2000 |
| 761894 Ontario Limited | 761894 | April 20, 2000 |

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 compagnie.

3.

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 compagnie est autorisée à émettre:

- (a) One class of an unlimited number of shares which are hereby designated as Common Shares;
- (b) One class of an unlimited number of shares which are hereby designated as Class A Preferred Shares; and
- (c) One class of an unlimited number of shares which are hereby designated as Class B Preferred Shares.

- 5786
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:

4.
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.

The rights, privileges, restrictions and conditions attaching to the Common Shares as a class, the Class A Preferred Shares as a class and the Class B Preferred Shares as a class, are as follows:

SECTION 1

INTERPRETATION

1.1 General Definitions

In these Share Conditions the following terms have the following meanings unless the context otherwise requires:

"Act" means the *Business Corporations Act*, R.S.O. 1990 c.B. 16, as amended and the regulations thereunder and, unless otherwise specified, means such Act and such regulations as the same may hereafter be amended or restated from time to time and any successor legislation of comparable effect;

"Business Day" means any day other than a Saturday, Sunday or statutory or civic holiday in the Municipality of Metropolitan Toronto in the Province of Ontario;

"Class A Preferred Shares" means the class A preferred shares in the capital of the Corporation;

"Class B Preferred Shares" means the class B preferred shares in the capital of the Corporation;

"Common Shares" means the common shares in the capital of the Corporation;

"Corporation" means the body corporate created by the issuance of a certificate of incorporation under the Act which contains the terms and provisions of these articles;

"directors" means the board of directors of the Corporation and reference to any action by the directors means action taken by them by resolution as a board;

"holder" of any share referred to herein means the holder of such share as registered on the books of the Corporation;

"Liquidation Distribution" means a distribution of assets of the Corporation among its shareholders arising on the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs; and

"Share Conditions" means the rights, privileges, restrictions and conditions attaching to the Common Shares as a class, the Class A Preferred Shares as a class and the Class B Preferred Shares as a class.

1.2 Definitions in Act

Terms defined in the Act and used herein have the same meaning herein, unless otherwise defined herein or unless the context otherwise requires.

1.3 Sections and Headings

The division of these rights, privileges, restrictions and conditions attaching to the Common Shares, the Class A Preferred Shares and the Class B Preferred Shares into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4 Currency

Unless otherwise specified, all statements of or references to dollar amounts herein are to lawful money of Canada.

1.5 Performance on Holidays

If anything is required to be done or any action is required to be taken herein on or by a specified date which is not a Business Day, then such action shall be valid if taken on or by the next succeeding Business Day.

1.6 Calculation of Time

Except as otherwise specifically set forth herein, a period of days as used herein shall be deemed to begin on the first day after the event which began the period and to end at midnight (Toronto time) on the last day of the period, except that, with respect to any period other than that used for the calculation of any dividend payable hereunder, if the last day of the period does not fall on a Business Day, the period shall terminate at midnight (Toronto time) on the next succeeding Business Day.

1.7 Notices

Any notice or other communication (in this subsection, a "Notice") required or permitted to be given or made hereunder to the Corporation or any shareholder shall be in writing and shall be well and sufficiently given or made:

- (a) in the case of a Notice to a shareholder, if delivered in person (including by commercial courier) during normal business hours on a Business Day, and, in the case of a corporate shareholder, if left with a receptionist or other responsible employee of the relevant holder, or if deposited in a post office box on a Business Day, on the date of deposit and if so deposited on a date that is not a Business Day, on the first Business Day following such date of deposit; any such Notice shall be sent by prepaid first class mail addressed to such holder at his address as it appears on the books of the Corporation, or in the event of the address of such holder not so appearing, then to the address of such holder last known to the Corporation and if, in the case of joint holders, more than one address appears in the register in respect of such joint holding or more than one address is last known, as the case may be, such notice shall be addressed only to the first address so appearing or known; and
- (b) in the case of a Notice to the Corporation, delivered in person (including by commercial courier) during normal business hours on a Business Day and left with a receptionist or other responsible employee of the Corporation at its registered office or, if deposited in a post office box on a Business Day, on the date of deposit and if so deposited on a date that is not a Business Day, on the first Business Day following such date of deposit; any such Notice shall be sent by prepaid first class mail addressed to the Corporation at its registered office.

The accidental failure or omission by the Corporation to give a Notice to any shareholder shall not invalidate any action or proceeding founded thereon, but upon such failure or omission being discovered, the Notice shall be given forthwith to such holder or holders and shall have the same force and effect as if given in due time. If any Notice from the Corporation given to a shareholder as aforesaid is returned on three consecutive occasions because such shareholder cannot be found, the Corporation shall not be required to give any further notice to such shareholder until such shareholder informs the Corporation in writing of its new address.

SECTION 2

COMMON SHARES

2.1 Common Shares

The holders of the Common Shares shall be entitled:

- (a) to one vote for each Common Share held at all meetings of shareholders of the Corporation, other than meetings at which only the holders of another class or series of shares are entitled to vote separately as a class or series;
- (b) subject to the prior rights of the holders of the Class A Preferred Shares and the Class B Preferred Shares, and of the shares of any other class ranking senior to the Common Shares, to receive any dividend declared by the board in respect of the Common Shares; and
- (c) subject to the prior rights of the holders of the Class A Preferred Shares and the Class B Preferred Shares, and of the shares of any other class ranking senior to the Common Shares, to receive the remaining property of the Corporation in the event of any Liquidation Distribution.

SECTION 3

CLASS A PREFERRED SHARES

3.1 Definitions for Class A Preferred Shares

In this Section 3, the following terms shall have the following meanings unless the context otherwise requires:

"Redemption Amount" with respect to any Class A Preferred Share means the sum of \$1.00;

"Redemption Date" means the Business Day specified in the Redemption Notice on which the Class A Preferred Shares referred to in such Redemption Notice are to be redeemed or such earlier or later date as may be agreed in writing between the Corporation and the holder of the Class A Preferred Shares to be redeemed;

"Redemption Notice" means a notice in writing given by the Corporation to a holder of Class A Preferred Shares pursuant to Section 3.4.1 specifying that the Class A Preferred Shares referred to in such notice are to be redeemed;

"Redemption Price" with respect to any Class A Preferred Share means the Redemption Amount of such share, together with all declared but unpaid dividends thereon;

"Retraction Date" means the Business Day specified in the Retraction Notice on which the Class A Preferred Shares referred to in such Retraction Notice are to be redeemed, or such earlier or later date as may be agreed in writing between the Corporation and the holder of the Class A Preferred Shares to be redeemed; and

"Retraction Notice" means a notice in writing given by a holder of Class A Preferred Shares to the Corporation pursuant to Section 3.5.1 specifying that the holder wishes to have the Corporation redeem the Class A Preferred Shares held by such holder which are referred to in such notice.

3.2 Dividends

The holders of the Class A Preferred Shares shall be entitled to receive and the Corporation shall pay thereon in each fiscal year such dividends as the directors may, in their discretion from time to time declare. The directors may, in their discretion, declare dividends on the Class A Preferred Shares without at the same time declaring dividends on any other class of shares of the Corporation. No dividends on the Common Shares shall be declared or paid at any time when there are outstanding declared but unpaid dividends on the Class A Preferred Shares.

3.3 Priority on Winding-Up

In the event of any Liquidation Distribution, each holder of a Class A Preferred Share shall be entitled to receive from the assets and property of the Corporation in respect of each Class A Preferred Share held, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any Class B Preferred Shares or Common Shares, or to the holders of any shares of any other class ranking junior to the Class A Preferred Shares in connection with such Liquidation Distribution, a sum equivalent to the Redemption Price at the date of such Liquidation Distribution in respect of each such share. After payment to a holder of Class A Preferred Shares of the amount so payable to him as provided for herein, he shall not be entitled, as such, to share further in any distribution of the assets or property of the Corporation.

3.4 Redemption at Option of Corporation

3.4.1 Redemption

Subject to applicable law, to the provisions hereof and to the rights, privileges, restrictions, and conditions attaching to the shares of any class of the Corporation ranking prior to the Class A Preferred Shares, the Class A Preferred Shares shall be redeemable at the option of the Corporation. The Corporation may at any time, upon giving a Redemption Notice, redeem the whole, or from time to time any part, of the then outstanding Class A Preferred Shares on payment of the Redemption Price for each Class A Preferred Share redeemed. If the Corporation desires to redeem only a part of the then outstanding Class A Preferred Shares, the Class A Preferred Shares to be redeemed shall be selected by lot in such manner as the directors of the Corporation may determine, or if the directors of the Corporation so determine, pro rata, disregarding fractions.

3.4.2 Redemption Procedure

In the case of any redemption of Class A Preferred Shares pursuant to Subsection 3.4.1 the following procedures shall apply. The Corporation shall at least 10 days prior to the Redemption Date, in the manner hereinafter provided, give a Redemption Notice to each person who at the date of the giving of such Redemption Notice is the registered holder of the Class A Preferred Shares to be redeemed. Any holder may at any time waive the requirement that a Redemption Notice be given to such holder in connection with the redemption of any Class A Preferred Shares held by him or consent to such Redemption Notice being given less than 10 days prior to the Redemption Date. Each Redemption Notice shall set out the Redemption Date, which must be a Business Day, the Redemption Price and, unless all the Class A Preferred Shares registered in the name of the holder to whom it is addressed are to be redeemed, the number of Class A Preferred Shares which are to be redeemed.

3.4.3 Payment of Redemption Price

On or before the Redemption Date, the Corporation shall pay or cause to be paid the Redemption Price to the holders of the Class A Preferred Shares to be redeemed pursuant to the Redemption Notice for such Class A Preferred Shares on presentation and surrender at the registered office of the Corporation, or at such other place or places within Canada as may be designated in the Redemption Notice, of the certificate or certificates representing such Class A Preferred Shares. Payment of the Redemption Price shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being and, unless such cheque is not paid on presentation, such payment shall be a full and complete discharge of the Corporation's obligation to pay the Redemption Price owed to the holders of such Class A Preferred Shares. Payment may also be made in such other manner as may be agreed upon in writing by the Corporation and the holder. Subject as hereinafter provided, such Class A Preferred Shares shall be and shall be deemed to be redeemed on the Redemption Date. From and after the Redemption Date, the holder of any Class A Preferred Shares to be

redeemed pursuant to the Redemption Notice shall not be entitled to exercise any of the rights of a shareholder in respect thereof except to receive the Redemption Price therefore, provided that if payment of such Redemption Price is not duly made by or on behalf of the Corporation, then the rights of such holder shall remain unaffected. If part only of the Class A Preferred Shares represented by any certificate are redeemed, a new certificate for the balance of such shares shall be issued at the expense of the Corporation.

3.4.4 Deposit of Aggregate Redemption Price with Bank or Trust Company

The Corporation shall have the right at any time after giving a Redemption Notice, to deposit the aggregate Redemption Price of the Class A Preferred Shares to be redeemed pursuant to the Redemption Notice or of such Class A Preferred Shares as are represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a special account in any chartered bank or any trust company in Canada. Such aggregate Redemption Price shall be paid without interest to or to the order of the respective holders of such Class A Preferred Shares upon presentation and surrender to such bank or trust company of the certificates representing such Class A Preferred Shares, provided such bank or trust company has been identified as the place at which Class A Preferred Shares are to be presented and surrendered for redemption in the Redemption Notice or is so identified in another notice given by the Corporation to the holders of Class A Preferred Shares to be redeemed prior to such deposit. Upon such deposit being made or upon the Redemption Date, whichever is later, the Class A Preferred Shares in respect of which such deposit shall have been made shall be and shall be deemed to be redeemed and the rights of the holders of such Class A Preferred Shares from and after the later of such deposit and the Redemption Date shall be limited to receiving without interest their proportionate part of the funds so deposited against presentation and surrender of the certificates representing the Class A Preferred Shares held by them respectively. Any interest earned on such deposit shall belong to the Corporation. Redemption moneys which 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 in a special account as provided for herein) for a period of 6 months after the Redemption Date shall, subject to applicable law, be returned to the Corporation without prejudice to any right of a shareholder to receive payment.

3.5 Redemption at Option of Holder

3.5.1 Redemption

Any holder of Class A Preferred Shares shall be entitled at any time and from time to time to require the Corporation to redeem any Class A Preferred Shares registered in the name of such holder on the books of the Corporation by

tendering to the Corporation at its registered office a share certificate or certificates representing the Class A Preferred Shares which the registered holder desires to have the Corporation redeem, together with a Retraction Notice specifying:

- (i) that the registered holder desires to have all, or if not all, a specified number of, the Class A Preferred Shares represented by such certificate or certificates redeemed by the Corporation; and
- (ii) the Retraction Date, which day must be a Business Day, on which such Class A Preferred Shares are to be redeemed.

The Retraction Notice shall be given to the Corporation at least 10 days prior to the Retraction Date specified therein, provided that the Corporation may at any time waive in writing the requirement that a Retraction Notice be given to it in connection with the redemption of any Class A Preferred Shares held by a holder or that it be given at least 10 days prior to the Retraction Date.

3.5.2 Obligation of Corporation to Redeem

Upon receipt of the share certificate or share certificates representing the Class A Preferred Shares which the registered holder thereof desires to have the Corporation redeem, together with the Retraction Notice (unless the requirement for the same has been waived in accordance with Subsection 3.5.1), the Corporation shall, subject to applicable law and to the rights, privileges, restrictions and conditions attaching to the shares of any class of the Corporation ranking prior to the Class A Preferred Shares, on the Retraction Date, redeem such Class A Preferred Shares by paying to such registered holder an amount per share equal to the Redemption Price of each Class A Preferred Share being redeemed.

3.5.3 Payment of Redemption Price

The Corporation shall pay the Redemption Price of the Class A Preferred Shares being redeemed by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. Payment may also be made in such other manner as may be agreed upon in writing by the Corporation and the holder. If payment of the Redemption Price is made on the Retraction Date for the Class A Preferred Shares to be redeemed, such Class A Preferred Shares shall be redeemed on the Retraction Date and from and after the Retraction Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of a holder of Class A Preferred Shares in respect thereof. If payment of the Redemption Price is not so made, the rights of a holder of such Class A Preferred Shares shall remain unaffected and such shares shall not be redeemed. If part only of the Class A Preferred Shares represented by any certificate are redeemed, a new certificate for the balance of such shares shall be issued at the expense of the Corporation.

3.5.4 Procedure if Redemption Prohibited

If the Corporation is prohibited by applicable law or by the rights, privileges, restrictions and conditions attaching to any class of shares of the Corporation ranking prior to the Class A Preferred Shares, from redeeming on the Retraction Date all Class A Preferred Shares represented by certificates duly presented and surrendered to the Corporation for redemption which the holder thereof desires to have redeemed on the Retraction Date, it will redeem such number thereof as the directors determine the Corporation is then permitted to redeem, rounded to the next lower multiple of shares. The Class A Preferred Shares to be redeemed shall be selected as nearly as may be pro rata from among the holders of Class A Preferred Shares who have tendered Class A Preferred Shares for redemption, according to the number of Class A Preferred Shares tendered by each such holder (disregarding fractions). Such holders shall continue to hold, and be entitled to exercise all of the rights of a shareholder in respect of, the Class A Preferred Shares not so redeemed. On the last Business Day of each fiscal quarter thereafter, if it is then permitted to do so, the Corporation shall redeem such number of such Class A Preferred Shares not theretofore redeemed or withdrawn, calculated and selected pro rata from among the holders of the Class A Preferred Shares who have tendered and not withdrawn their Class A Preferred Shares for redemption, on the same basis as on the original Retraction Date, as the directors determine the Corporation is permitted to redeem on such date, until all such Class A Preferred Shares have been so redeemed. Payment of the Redemption Price for such Class A Preferred Shares redeemed shall be made in the manner set forth in Subsection 3.5.3. If the directors have acted in good faith in making any of the determinations referred to in this Subsection 3.5.4 as to the number of Class A Preferred Shares which the Corporation is permitted at any time to redeem, the directors and the Corporation shall have no liability in the event that any such determination proves inaccurate.

3.5.5 Withdrawal of Retraction Notice

A holder of a Class A Preferred Share duly presented and surrendered to the Corporation for redemption pursuant to a Retraction Notice may, at any time before such share is redeemed, by written notice, advise the Corporation that the holder no longer desires such share to be redeemed and require the Corporation to return to the holder a certificate representing such share and upon receipt of such written notice, the Corporation shall promptly send to such holder a certificate for such Class A Preferred Share and thereupon the Corporation shall cease to have any obligation to redeem such share hereunder unless such share is again tendered for redemption by the holder in accordance with the provisions of Subsection 3.5.1.

3.6 Voting

The holders of Class A Preferred Shares shall be entitled to one vote for each Class A Preferred Share held at all meetings of shareholders of the Corporation, other than meetings at which only the holders of another class or series of shares are entitled to vote separately as a class or series.

3.7 Approvals

3.7.1 Approval by Class A Preferred Shareholders

Any consent or approval to be given by the holders of Class A Preferred Shares as a class shall be deemed to have been sufficiently given if it shall have been given in writing by the holders of outstanding Class A Preferred Shares to which are attached all of the votes attached to all issued Class A Preferred Shares or by a resolution passed at a meeting of holders of Class A Preferred Shares duly called and held upon not less than 10 days' notice at which the holders of issued Class A Preferred Shares to which are attached at least a majority of the votes attached to all of the then outstanding Class A Preferred Shares are present in person or are represented by proxy and carried by the affirmative vote of not less than 66-2/3% of the votes cast on such resolution, in addition to any other consent or approval required by law.

3.7.2 Adjourned Meeting

If at any such meeting, holders of Class A Preferred Shares to which are attached a majority of the votes attached to all of the then issued and outstanding Class A Preferred Shares are not present in person or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than 10 days thereafter and to such time and place as may be designated by the chairman of the meeting and not less than 5 days' written notice shall be given of such adjourned meeting, but it shall not be necessary in such notice to specify the purpose for which the meeting was originally called. At such adjourned meeting, the holders of Class A Preferred Shares present or represented by proxy may transact the business for which the meeting was originally convened and a resolution passed thereat by the affirmative vote of not less than 66-2/3% of the votes cast on such resolution shall constitute the consent or approval of the holders of Class A Preferred Shares.

3.7.3 Formalities

Subject to the foregoing, the formalities to be observed in respect of the giving or waiving of notice of any such meeting and the conduct thereof shall be those from time to time prescribed by applicable law and the by-laws of the Corporation with respect to meetings of shareholders. For the purposes of any consent to, or approval of, any matter to be considered or resolution to be passed at a meeting of holders of Class A Preferred Shares, every holder of Class A Preferred

Shares shall be entitled to one vote in respect of each Class A Preferred Share held.

SECTION 4

CLASS B PREFERRED SHARES

4.1 Definitions for Class B Preferred Shares

In this Section 4, the following terms shall have the following meanings unless the context otherwise requires:

"Redemption Amount" with respect to any Class B Preferred Share means the sum of \$1.00;

"Redemption Date" means the Business Day specified in the Redemption Notice on which the Class B Preferred Shares referred to in such Redemption Notice are to be redeemed or such earlier or later date as may be agreed in writing between the Corporation and the holder of the Class B Preferred Shares to be redeemed;

"Redemption Notice" means a notice in writing given by the Corporation to a holder of Class B Preferred Shares pursuant to Section 4.4.1 specifying that the Class B Preferred Shares referred to in such notice are to be redeemed;

"Redemption Price" with respect to any Class B Preferred Share means the Redemption Amount of such share, together with all declared but unpaid dividends thereon;

"Retraction Date" means the Business Day specified in the Retraction Notice on which the Class B Preferred Shares referred to in such Retraction Notice are to be redeemed, or such earlier or later date as may be agreed in writing between the Corporation and the holder of the Class B Preferred Shares to be redeemed; and

"Retraction Notice" means a notice in writing given by a holder of Class B Preferred Shares to the Corporation pursuant to Section 4.5.1 specifying that the holder wishes to have the Corporation redeem the Class B Preferred Shares held by such holder which are referred to in such notice.

4.2 Dividends

The holders of the Class B Preferred Shares shall be entitled to receive and the Corporation shall pay thereon in each fiscal year such dividends as the directors may, in their discretion from time to time declare. The directors may, in their discretion, declare dividends on the Class B Preferred Shares without at the same time declaring dividends on any other class of shares of the Corporation. No

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dividends on the Common Shares shall be declared or paid at any time when there are outstanding declared but unpaid dividends on the Class B Preferred Shares.

4.3 Priority on Winding-Up

In the event of any Liquidation Distribution, each holder of a Class B Preferred Share shall be entitled to receive from the assets and property of the Corporation in respect of each Class B Preferred Share held, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any Common Shares, or to the holders of any shares of any other class ranking junior to the Class B Preferred Shares in connection with such Liquidation Distribution, a sum equivalent to the Redemption Price at the date of such Liquidation Distribution in respect of each such share. After payment to a holder of Class B Preferred Shares of the amount so payable to him as provided for herein, he shall not be entitled, as such, to share further in any distribution of the assets or property of the Corporation.

4.4 Redemption at Option of Corporation

4.4.1 Redemption

Subject to applicable law, to the provisions hereof and to the rights, privileges, restrictions, and conditions attaching to the shares of any class of the Corporation ranking prior to the Class B Preferred Shares, the Class B Preferred Shares shall be redeemable at the option of the Corporation. The Corporation may at any time, upon giving a Redemption Notice, redeem the whole, or from time to time any part, of the then outstanding Class B Preferred Shares on payment of the Redemption Price for each Class B Preferred Share redeemed. If the Corporation desires to redeem only a part of the then outstanding Class B Preferred Shares, the Class B Preferred Shares to be redeemed shall be selected by lot in such manner as the directors of the Corporation may determine, or if the directors of the Corporation so determine, pro rata, disregarding fractions.

4.4.2 Redemption Procedure

In the case of any redemption of Class B Preferred Shares pursuant to Subsection 4.4.1 the following procedures shall apply. The Corporation shall at least 10 days prior to the Redemption Date, in the manner hereinafter provided, give a Redemption Notice to each person who at the date of the giving of such Redemption Notice is the registered holder of the Class B Preferred Shares to be redeemed. Any holder may at any time waive the requirement that a Redemption Notice be given to such holder in connection with the redemption of any Class B Preferred Shares held by him or consent to such Redemption Notice being given less than 10 days prior to the Redemption Date. Each Redemption Notice shall set out the Redemption Date, which must be a Business Day, the Redemption Price and, unless all the Class B Preferred Shares registered in the name of the holder to whom it is addressed are to be redeemed, the number of Class B Preferred Shares which are to be redeemed.

4.4.3 Payment of Redemption Price

On or before the Redemption Date, the Corporation shall pay or cause to be paid the Redemption Price to the holders of the Class B Preferred Shares to be redeemed pursuant to the Redemption Notice for such Class B Preferred Shares on presentation and surrender at the registered office of the Corporation, or at such other place or places within Canada as may be designated in the Redemption Notice, of the certificate or certificates representing such Class B Preferred Shares. Payment of the Redemption Price shall be made by cheque payable at par at any branch in Canada of the Corporation's bankers for the time being and, unless such cheque is not paid on presentation, such payment shall be a full and complete discharge of the Corporation's obligation to pay the Redemption Price owed to the holders of such Class B Preferred Shares. Payment may also be made in such other manner as may be agreed upon in writing by the Corporation and the holder. Subject as hereinafter provided, such Class B Preferred Shares shall be and shall be deemed to be redeemed on the Redemption Date. From and after the Redemption Date, the holder of any Class B Preferred Shares to be redeemed pursuant to the Redemption Notice shall not be entitled to exercise any of the rights of a shareholder in respect thereof except to receive the Redemption Price therefore, provided that if payment of such Redemption Price is not duly made by or on behalf of the Corporation, then the rights of such holder shall remain unaffected. If part only of the Class B Preferred Shares represented by any certificate are redeemed, a new certificate for the balance of such shares shall be issued at the expense of the Corporation.

4.4.4 Deposit of Aggregate Redemption Price with Bank or Trust Company

The Corporation shall have the right at any time after giving a Redemption Notice, to deposit the aggregate Redemption Price of the Class B Preferred Shares to be redeemed pursuant to the Redemption Notice or of such Class B Preferred Shares as are represented by certificates which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a special account in any chartered bank or any trust company in Canada. Such aggregate Redemption Price shall be paid without interest to or to the order of the respective holders of such Class B Preferred Shares upon presentation and surrender to such bank or trust company of the certificates representing such Class B Preferred Shares, provided such bank or trust company has been identified as the place at which Class B Preferred Shares are to be presented and surrendered for redemption in the Redemption Notice or is so identified in another notice given by the Corporation to the holders of Class B Preferred Shares to be redeemed prior to such deposit. Upon such deposit being made or upon the Redemption Date, whichever is later, the Class B Preferred Shares in respect of which such deposit shall have been made shall be and shall be deemed to be redeemed and the rights of the holders of such Class B Preferred Shares from and after the later of such deposit and the Redemption Date shall be limited to receiving without interest their proportionate part of the funds so deposited against presentation and surrender of the certificates representing the Class B Preferred Shares held by them respectively. Any interest earned on such deposit

shall belong to the Corporation. Redemption moneys which 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 in a special account as provided for herein) for a period of 6 months after the Redemption Date shall, subject to applicable law, be returned to the Corporation without prejudice to any right of a shareholder to receive payment.

4.5 Redemption at Option of Holder

4.5.1 Redemption

Any holder of Class B Preferred Shares shall be entitled at any time and from time to time require the Corporation to redeem any Class B Preferred Shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate or certificates representing the Class B Preferred Shares which the registered holder desires to have the Corporation redeem, together with a Retraction Notice specifying:

- (i) that the registered holder desires to have all, or if not all, a specified number of, the Class B Preferred Shares represented by such certificate or certificates redeemed by the Corporation; and
- (ii) the Retraction Date, which day must be a Business Day, on which such Class B Preferred Shares are to be redeemed.

The Retraction Notice shall be given to the Corporation at least 10 days prior to the Retraction Date specified therein, provided that the Corporation may at any time waive in writing the requirement that a Retraction Notice be given to it in connection with the redemption of any Class B Preferred Shares held by a holder or that it be given at least 10 days prior to the Retraction Date.

4.5.2 Obligation of Corporation to Redeem

Upon receipt of the share certificate or share certificates representing the Class B Preferred Shares which the registered holder thereof desires to have the Corporation redeem, together with the Retraction Notice (unless the requirement for the same has been waived in accordance with Subsection 4.5.1), the Corporation shall, subject to applicable law and to the rights, privileges, restrictions and conditions attaching to the shares of any class of the Corporation ranking prior to the Class B Preferred Shares, on the Retraction Date, redeem such Class B Preferred Shares by paying to such registered holder an amount per share equal to the Redemption Price of each Class B Preferred Share being redeemed.

4.5.3 Payment of Redemption Price

The Corporation shall pay the Redemption Price of the Class B Preferred Shares being redeemed by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. Payment may also be made in such other manner as may be agreed upon in writing by the Corporation and the holder. If payment of the Redemption Price is made on the Retraction Date for the Class B Preferred Shares to be redeemed, such Class B Preferred Shares shall be redeemed on the Retraction Date and from and after the Retraction Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of a holder of Class B Preferred Shares in respect thereof. If payment of the Redemption Price is not so made, the rights of a holder of such Class B Preferred Shares shall remain unaffected and such shares shall not be redeemed. If part only of the Class B Preferred Shares represented by any certificate are redeemed, a new certificate for the balance of such shares shall be issued at the expense of the Corporation.

4.5.4 Procedure if Redemption Prohibited

If the Corporation is prohibited by applicable law or by the rights, privileges, restrictions and conditions attaching to any class of shares of the Corporation ranking prior to the Class B Preferred Shares, from redeeming on the Retraction Date all Class B Preferred Shares represented by certificates duly presented and surrendered to the Corporation for redemption which the holder thereof desires to have redeemed on the Retraction Date, it will redeem such number thereof as the directors determine the Corporation is then permitted to redeem, rounded to the next lower multiple of shares. The Class B Preferred Shares to be redeemed shall be selected as nearly as may be pro rata from among the holders of Class B Preferred Shares who have tendered Class B Preferred Shares for redemption, according to the number of Class B Preferred Shares tendered by each such holder (disregarding fractions). Such holders shall continue to hold, and be entitled to exercise all of the rights of a shareholder in respect of, the Class B Preferred Shares not so redeemed. On the last Business Day of each fiscal quarter thereafter, if it is then permitted to do so, the Corporation shall redeem such number of such Class B Preferred Shares not theretofore redeemed or withdrawn, calculated and selected pro rata from among the holders of the Class B Preferred Shares who have tendered and not withdrawn their Class B Preferred Shares for redemption, on the same basis as on the original Retraction Date, as the directors determine the Corporation is permitted to redeem on such date, until all such Class B Preferred Shares have been so redeemed. Payment of the Redemption Price for such Class B Preferred Shares redeemed shall be made in the manner set forth in Subsection 4.5.3. If the directors have acted in good faith in making any of the determinations referred to in this Subsection 4.5.4 as to the number of Class B Preferred Shares which the Corporation is permitted at any time to redeem, the directors and the Corporation shall have no liability in the event that any such determination proves inaccurate.

4.5.5 Withdrawal of Retraction Notice

A holder of a Class B Preferred Share duly presented and surrendered to the Corporation for redemption pursuant to a Retraction Notice may, at any time before such share is redeemed, by written notice, advise the Corporation that the holder no longer desires such share to be redeemed and require the Corporation to return to the holder a certificate representing such share and upon receipt of such written notice, the Corporation shall promptly send to such holder a certificate for such Class B Preferred Share and thereupon the Corporation shall cease to have any obligation to redeem such share hereunder unless such share is again tendered for redemption by the holder in accordance with the provisions of Subsection 4.5.1.

4.6 Non-Voting

Except as provided by applicable law and except as herein specifically provided, the holders of Class B Preferred Shares shall not be entitled as such to receive notice of or to attend any meeting of the shareholders of the Corporation and shall not be entitled to vote at any such meeting, except that the holders of Class B Preferred Shares shall be entitled to notice of any meeting of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation.

4.7 Approvals

4.7.1 Approval by Class B Preferred Shareholders

Any consent or approval to be given by the holders of Class B Preferred Shares as a class shall be deemed to have been sufficiently given if it shall have been given in writing by the holders of outstanding Class B Preferred Shares to which are attached all of the votes attached to all issued Class B Preferred Shares or by a resolution passed at a meeting of holders of Class B Preferred Shares duly called and held upon not less than 10 days' notice at which the holders of issued Class B Preferred Shares to which are attached at least a majority of the votes attached to all of the then outstanding Class B Preferred Shares are present in person or are represented by proxy and carried by the affirmative vote of not less than 66-2/3% of the votes cast on such resolution, in addition to any other consent or approval required by law.

4.7.2 Adjourned Meeting

If at any such meeting, holders of Class B Preferred Shares to which are attached a majority of the votes attached to all of the then issued and outstanding Class B Preferred Shares are not present in person or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than 10 days thereafter and to such time and

place as may be designated by the chairman of the meeting and not less than 5 days' written notice shall be given of such adjourned meeting, but it shall not be necessary in such notice to specify the purpose for which the meeting was originally called. At such adjourned meeting, the holders of Class B Preferred Shares present or represented by proxy may transact the business for which the meeting was originally convened and a resolution passed thereat by the affirmative vote of not less than 66-2/3% of the votes cast on such resolution shall constitute the consent or approval of the holders of Class B Preferred Shares.

4.7.3 Formalities

Subject to the foregoing, the formalities to be observed in respect of the giving or waiving of notice of any such meeting and the conduct thereof shall be those from time to time prescribed by applicable law and the by-laws of the Corporation with respect to meetings of shareholders. For the purposes of any consent to, or approval of, any matter to be considered or resolution to be passed at a meeting of holders of Class B Preferred Shares, every holder of Class B Preferred shares shall be entitled to one vote in respect of each Class B Preferred Share held.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:

L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

5.

The right to transfer shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of the Corporation without either:

- (a) The previous express consent of the holders of more than 50% of all the voting shares of the Corporation for the time being outstanding expressed by a resolution passed at a meeting of shareholders of such voting shares or by an instrument or instruments in writing signed by the holders of more than 50% of such voting shares; or,
- (b) The previous consent of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors or by an instrument or instruments in writing signed by all the directors.

10. Other provisions, (if any):

Autres dispositions, s'il y a lieu:

- (a) At any time or times, the Corporation may purchase the whole or any part of its outstanding shares and such shares shall be cancelled upon such purchase;
- (b) The number of shareholders of the Corporation exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment and have continued after the termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty (50), two (2) or more persons who are the joint registered owners of one (1) or more shares being counted as one (1) shareholder; and
- (c) Any invitation to the public to subscribe for securities of the Corporation is prohibited.

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 compagnies 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.

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers

Dénomination sociale des compagnies qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.

BENNETT & WRIGHT INTERNATIONAL GROUP INC.

by 
David J.P. Nicholson,
President

761894 ONTARIO LIMITED

by 
David J.P. Nicholson,
Treasurer

Schedule "A"

**STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)**

I, David J.P. Nicholson, of the Town of Markham, in the Province of Ontario, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act").
2. I am the President and director of Bennett & Wright International Group Inc. and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of Bennett & Wright International Group Inc. and 761894 Ontario Limited (the "Amalgamating Corporations") as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that
 - (i) each of the Amalgamating Corporations is, and the corporation to be formed by their amalgamation will be, able to pay its liabilities as they become due, and
 - (ii) 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.
5. There are reasonable grounds for believing that no creditor of any of the Amalgamating Corporations will be prejudiced by the amalgamation.
6. No creditor of any of the Amalgamating Corporations has notified any such corporation that he objects to the amalgamation.
7. Based on the statements made above none of the Amalgamating Corporations is obligated to give notice to any creditor.

This Statement is made this 20th day of April, 2000.




David J.P. Nicholson
in his capacities as President
and director of Bennett & Wright
International Group Inc.

**STATEMENT OF DIRECTOR OR OFFICER
PURSUANT TO SUBSECTION 178(2) OF
THE BUSINESS CORPORATIONS ACT (ONTARIO)**

I, David J.P. Nicholson, of the Town of Markham, in the Province of Ontario, hereby certify and state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act").
2. I am Treasurer and director of 761894 Ontario Limited and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of 761894 Ontario Limited and Bennett & Wright International Group Inc. (the "Amalgamating Corporations") as are necessary to enable me to make the statements hereinafter set forth.
4. There are reasonable grounds for believing that
 - (i) each of the Amalgamating Corporations is, and the corporation to be formed by their amalgamation will be, able to pay its liabilities as they become due, and
 - (ii) 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.
5. There are reasonable grounds for believing that no creditor of any of the Amalgamating Corporations will be prejudiced by the amalgamation.
6. No creditor of any of the Amalgamating Corporations has notified any such corporation that he objects to the amalgamation.
7. Based on the statements made above none of the Amalgamating Corporations is obligated to give notice to any creditor.

This Statement is made this 20th day of April, 2000.



David J.P. Nicholson
in his capacities as Treasurer
and director of 761894 Ontario Limited

Schedule "B"
RESOLUTION OF THE BOARD OF DIRECTORS
OF
761894 ONTARIO LIMITED
(the "Corporation")

WHEREAS the Corporation is a wholly-owned subsidiary of and has decided to amalgamate with Bennett & Wright International Group Inc. pursuant to subsection 177(1) of the *Business Corporations Act* (Ontario);

BE IT RESOLVED that:

1. The amalgamation of the Corporation and Bennett & Wright International Group Inc. under the *Business Corporations Act* (Ontario) pursuant to subsection 177(1) thereof, be and the same is hereby approved;
2. Upon the endorsement of a Certificate of Amalgamation pursuant to subsection 178(4) of the *Business Corporations Act* (Ontario), all shares of the capital of the Corporation, including all shares which have been issued and are outstanding at the date hereof, be and the same are hereby cancelled without any repayment of capital in respect thereof;
3. The articles of amalgamation of the amalgamated corporation shall be same as the articles of incorporation of Bennett & Wright International Group Inc.;
4. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation; and
5. The Treasurer of the Corporation be and he is hereby authorized to do all things and execute all instruments and documents necessary or desirable to carry out and give effect to the foregoing.

* * *

Certified to be a true copy of a resolution of the ~~sots~~ directors of the Corporation dated the 20th date of April, 2000, which resolution is now in full force and effect unamended.

DATED this 20th day of April, 2000.



David J.P. Nicholson,
Treasurer

TRADEMARK

REEL: 002355 FRAME: 0912

**RESOLUTION OF THE BOARD OF DIRECTOR
OF
BENNETT & WRIGHT INTERNATIONAL GROUP INC.
(the "Corporation")**

WHEREAS the Corporation is the owner of all of the issued and outstanding shares in the capital of 761894 Ontario Limited and the Corporation has decided to amalgamated with 761894 Ontario Limited pursuant to subsection 177(1) of the *Business Corporations Act* (Ontario);

BE IT RESOLVED that:

1. The amalgamation of the Corporation and 761894 Ontario Limited under the *Business Corporations Act* (Ontario) pursuant to subsection 177(1) thereof, be and the same is hereby approved;

2. The articles of amalgamation of the amalgamated corporation shall be same as the articles of incorporation of the Corporation;

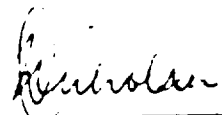
3. No securities shall be issued and no assets shall be distributed by the amalgamated corporation in connection with the amalgamation; and

4. The President of the Corporation be and he is hereby authorized to do all things and execute all instruments and documents necessary or desirable to carry out and give effect to the foregoing.

* * *

Certified to be a true copy of a resolution of the sole director of the Corporation dated the 20th date of April, 2000. which resolution is now in full force and effect unamended.

DATED this 20th day of April, 2000.



David J.P. Nicholson,
President