

Incorporation No. BC1492632

ARTICLES
PHOENIX METALS CORP.
~~PHOENIX COPPER COMPANY INC.~~
(the “Company”)

The Company has as its articles the following articles.

Full name and signature of each incorporator	Date of signing
<u>/s/ "Stephanie Boyce"</u> STEPHANIE BOYCE	July 17 th , 2024

TABLE OF CONTENTS

PART 1 - INTERPRETATION..... 7

1.01 Definitions 7

1.02 Application of Business Corporations Act Definitions..... 7

1.03 Application of Interpretation Act..... 7

1.04 Conflict 7

1.05 Severability of Invalid Provisions 8

1.06 Effect of Omissions and Errors in Notices..... 8

1.07 Signing 8

PART 2 - ALTERATIONS..... 8

2.01 Change in Authorized Share Structure by Shareholders..... 8

2.02 Change in Authorized Share Structure by Directors 8

2.03 Special Rights or Restrictions..... 9

2.04 No Interference with Class or Series Rights without Consent 9

2.05 Other Alterations 9

PART 3 - SHARES AND SHARE CERTIFICATES10

3.01 Sending of Share Certificate.....10

3.02	Joint Ownership.....	10
3.03	Limit on Registration of Joint Holders	10
3.04	Delivery of Jointly Held Certificate	10
3.05	Unregistered Interests	10
PART 4 - SHARE TRANSFERS		10
4.01	Form of Instrument of Transfer	10
4.02	Effect of Signed Instrument of Transfer	10
PART 5 - PURCHASE OF SHARES		11
5.01	Authority to Purchase Shares	11
PART 6 - BORROWING POWERS		11
6.01	Powers of Directors	11
6.02	Terms of Debt and Security Instruments	11
PART 7 - SHAREHOLDER MEETINGS		11
7.01	Calling of Shareholder Meetings.....	11
7.02	Notice	12
7.03	Special Business	12
PART 8 - PROCEEDINGS AT SHAREHOLDER MEETINGS		12
8.01	Special Business	12
8.02	Quorum	13
8.03	Sole Shareholder.....	13
8.04	Lack of Quorum.....	13
8.05	Quorum at Succeeding Meeting	13
8.06	Chair	13
8.07	Alternate Chair	13
8.08	Postponement or Cancellation of Meetings	14
8.09	Procedure at Meetings	14

8.10	Casting Vote.....	14
PART 9 - SHAREHOLDERS VOTES		14
9.01	Joint Shareholders	14
9.02	Trustees	14
9.03	Representative of Corporate Shareholder	15
9.04	Application of Proxy Provisions	15
9.05	Appointment of Proxy Holder.....	15
9.06	Execution of Proxy	15
9.07	Continuing Proxy	15
9.08	Form of Proxy.....	16
9.09	Delivery of Proxy	16
9.10	Revocation of Proxy	16
9.11	Signing of Revocation of Proxy.....	16
9.12	Validity of Proxy Votes.....	17
9.13	Authority to Vote.....	17
PART 10 - ELECTION AND REMOVAL OF DIRECTORS		17
10.01	Number of Directors	17
10.02	Change in Number of Directors	17
10.03	Election of Directors	17
10.04	Failure to Elect or Appoint Directors	17
10.05	Additional Directors	18
10.06	Removal of Director.....	18
PART 11 - PROCEEDINGS OF DIRECTORS		18
11.01	Timing of Meetings	18
11.02	Chair	18
11.03	Voting.....	19

11.04	Notice	19
11.05	Notice Not Required	19
11.06	Waiver of Notice	19
11.07	Quorum	19
11.08	Alternate Directors.....	20
11.09	Resolutions in Writing.....	20
11.10	Counterparts	20
11.11	Remuneration of Directors.....	21
PART 12 - COMMITTEES OF DIRECTORS.....		21
12.01	Appointment.....	21
12.02	Duties.....	21
12.03	Powers of Board.....	21
12.04	Meetings.....	21
PART 13 - OFFICERS.....		22
13.01	Functions, Duties and Powers	22
PART 14 - DISCLOSURE OF INTEREST OF DIRECTORS.....		22
14.01	Other Office	22
14.02	No Disqualification.....	22
14.03	Professional Services	22
14.04	Accountability	23
PART 15 - INDEMNIFICATION		23
15.01	Mandatory Indemnification	23
15.02	Deemed Contract	23
15.03	Optional Indemnification	23
15.04	Right of Indemnity not Exclusive.....	23
15.05	Limit on Liability.....	24

PART 16 - DIVIDENDS.....	24
16.01 Declaration.....	24
16.02 No Notice	24
16.03 Timing of Payment	24
16.04 Dividends Proportionate to Number of Shares.....	24
16.05 Manner of Payment	25
16.06 Rounding.....	25
16.07 Method of Payment	25
16.08 Joint Shareholders	25
PART 17 - AUDITOR.....	25
17.01 Remuneration.....	25
PART 18 - EXECUTION OF INSTRUMENTS	25
18.01 uthority to Execute Instruments	25
18.02 Seal.....	26
18.03 Certified Copies.....	26
PART 19 - NOTICES	26
19.01 Notice to Joint Shareholders.....	26
19.02 Trustees	26
PART 20 - RESTRICTION ON SHARE TRANSFER	27
20.01 Consent Required	27
PART 21 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO SHARES	27
21.01 Common Shares	27
21.02 Preferred Shares	27
21.03 Summary of Special Rights and Restrictions	28
21.04 Voting Rights.....	28
21.05 Redemption.....	28

21.06 Retraction.....37

21.07 Dividend Entitlement38

21.08 Priority and Entitlement on Liquidation40

21.09 Issuance of Preferred Shares42

21.10 Consents and Approval42

ARTICLES
PHOENIX METALS CORP.
~~PHOENIX COPPER COMPANY INC.~~
(the "**Company**")

The Company has as its articles the following articles.

PART 1 - INTERPRETATION

1.01 Definitions

In these Articles, unless the context otherwise requires:

- (a) "these Articles" means the articles of the Company from time to time and all amendments thereto, and the words "herein", "hereto", "hereby", "hereunder", "hereof" and similar words refer to these Articles and not to any specific part, article or other subdivision;
- (b) "board" and "directors" mean the current directors or sole director, as the case may be, of the Company;
- (c) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) from time to time in force and includes amendments thereto, and all regulations thereunder;
- (d) "*Interpretation Act*" means the *Interpretation Act* (British Columbia) from time to time in force and includes amendments thereto, and all regulations thereunder;
- (e) "shareholder" means a shareholder of the Company; and
- (f) "trustee" means, in relation to a shareholder, the personal or other legal representative of the shareholder, and includes a trustee in bankruptcy of the shareholder.

1.02 Application of Business Corporations Act Definitions

The definitions in the *Business Corporations Act* apply to these Articles.

1.03 Application of Interpretation Act

The *Interpretation Act* applies to the interpretation of these Articles as if these Articles were an enactment.

1.04 Conflict

If there is a conflict between a definition or rule in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition or rule in the *Business Corporations Act* will prevail.

1.05 Severability of Invalid Provisions

The invalidity or unenforceability of any provision of these Articles will not affect the validity or enforceability of the remaining provisions of these Articles.

1.06 Effect of Omissions and Errors in Notices

The accidental omission to send notice of any meeting of shareholders or directors (including any committee of directors) to any person entitled to notice or the non-receipt of any notice by any of the persons entitled to notice or any error in any notice not affecting its substance will not invalidate any action or proceeding taken at that meeting or otherwise founded on the notice.

1.07 Signing

Expressions referring to signing shall be construed as including facsimile signatures and the receipt of messages by telecopy or electronic mail or any other method of transmitting writing and indicating thereon that the requisite instrument is signed, notwithstanding that no actual original or copy of an original signature appears thereon.

PART 2 - ALTERATIONS

2.01 Change in Authorized Share Structure by Shareholders

The shareholders may from time to time, by ordinary resolution, authorize the Company to effect a change to the authorized share structure of the Company and to the Notice of Articles and these Articles where applicable, to:

- (a) create one or more classes of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares;
- (c) if the Company is authorized to issue shares of a class of shares with par value,
 - (i) subject to section 74 of the *Business Corporations Act*, decrease the par value of those shares, or
 - (ii) increase the par value of those shares if none of the shares of that class of shares are allotted or issued; or
- (d) otherwise alter its authorized share structure when required or permitted to do so by the *Business Corporations Act*.

2.02 Change in Authorized Share Structure by Directors

The directors may from time to time, by resolution, authorize the Company to effect a change to the authorized share structure of the Company and to the Notice of Articles and these Articles where applicable, to:

- (a) create one or more series of shares and if no such shares of such a series are issued, to also attach special rights and restrictions to such series or to alter any such special rights and restrictions;

- (b) establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide all or any of its unissued, or fully paid issued, shares with par value into shares of smaller par value;
- (d) subdivide all or any of its unissued, or fully paid issued, shares without par value;
- (e) consolidate all or any of its unissued, or fully paid issued, shares with par value into shares of larger par value;
- (f) consolidate all or any of its unissued, or fully paid issued, shares without par value;
- (g) eliminate any class or series of shares if none of the shares of that class or series of shares are allotted or issued;
- (h) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value;
- (i) change all or any of its unissued shares without par value into shares with par value; or
- (j) alter the identifying name of any of its shares.

2.03 Special Rights or Restrictions

Subject to Article 2.04, the shareholders may from time to time, by ordinary resolution, authorize the Company to effect a change to these Articles to:

- (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

2.04 No Interference with Class or Series Rights without Consent

A right or special right attached to issued shares must not be prejudiced or interfered with under the *Business Corporations Act* or under the Notice of Articles or these Articles unless the shareholders holding shares of the class or series of shares to which the right or special right is attached consent by a special separate resolution of those shareholders.

2.05 Other Alterations

Unless otherwise provided in these Articles, the shareholders may from time to time, by ordinary resolution, make any alteration to the Notice of Articles and these Articles as permitted by the *Business Corporations Act*.

PART 3 - SHARES AND SHARE CERTIFICATES

3.01 Sending of Share Certificate

Any share certificate which a shareholder is entitled to receive may be sent to the shareholder by mail and neither the Company nor any agent of the Company is liable for any loss to the shareholder arising as a result of the accidental omission to send any share certificate or non-receipt of any share certificate so sent.

3.02 Joint Ownership

Where a share is registered in the names of two or more persons, unless the registration on the share certificate specifies otherwise, the share shall, for the purposes of these Articles, be considered to be jointly held by such persons and such persons shall, for the purposes of these Articles, be considered joint holders of such share.

3.03 Limit on Registration of Joint Holders

Except in the case of the trustees of a shareholder, the directors may refuse to register in the central securities register more than three persons as the joint holders of a share.

3.04 Delivery of Jointly Held Certificate

A share certificate for a share registered in the names of two or more persons shall be delivered to that one of them whose name appears first on the central securities register in respect of the share.

3.05 Unregistered Interests

Except as required by law or these Articles, the Company need not recognize or provide for any person's interests in or rights to a share unless that person is registered as the holder.

PART 4 - SHARE TRANSFERS

4.01 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company will be either in the form on the back of the certificate representing such share or in such other form as may be approved by the directors from time to time.

4.02 Effect of Signed Instrument of Transfer

If a shareholder, or the duly authorized attorney of that shareholder, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer, or, if no number is specified, all the shares represented by share certificates deposited with the instrument of transfer,

- (a) in the name of the person named as transferee in that instrument of transfer; or

- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the share certificate is deposited for the purpose of having the transfer registered.

PART 5 - PURCHASE OF SHARES

5.01 Authority to Purchase Shares

Subject to the special rights and restrictions attached to any class or series of shares, the Company may purchase or otherwise acquire any of its shares if authorized to do so by resolution of the directors.

PART 6 - BORROWING POWERS

6.01 Powers of Directors

The directors may from time to time at their discretion on behalf of the Company:

- (a) borrow money for the purposes of the Company in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (b) raise or secure the repayment of any borrowed money, including by the issuance of bonds, perpetual or redeemable, debentures or debenture stock and other debt obligations either outright or as security for any liability or obligation of the Company or any other person;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; or
- (d) mortgage or charge, whether by way of specific or floating charge, grant a security interest or give other security on the whole or any part of the present and future property and undertaking of the Company, including uncalled capital.

6.02 Terms of Debt and Security Instruments

Any debentures, debenture stock, bonds, mortgages, security interests and other securities may be issued at a discount, premium or otherwise, and with special or other rights or privileges as to redemption, surrender, drawings, allotment of or conversion into shares, attending and voting at a general meeting of the Company, appointment of directors and otherwise as the directors may determine at or prior to the time of issuance.

PART 7 - SHAREHOLDER MEETINGS

7.01 Calling of Shareholder Meetings

Meetings of shareholders of the Company shall be held at such time or times as the directors from time to time determine, and at such location or locations as the board, by resolution, may approve.

7.02 Notice

Subject to the provisions of the *Business Corporations Act* regarding requisitions for general meetings and waiver of notice, the Company will send notice of the date, time and location of a meeting of shareholders to each shareholder entitled to vote at the meeting and to each director at least 10 days before the meeting.

7.03 Special Business

If a general meeting is to consider special business within the meaning of Article 8.01, the notice of meeting will:

- (a) state the general nature of the special business; and
- (b) if the special business includes presenting, considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it, or be accompanied by, a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified by the notice; and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

PART 8 - PROCEEDINGS AT SHAREHOLDER MEETINGS

8.01 Special Business

At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of, or voting at, the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of, or voting at, the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor; and

- (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution.

8.02 Quorum

Subject to Article 8.03 and the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is 2 persons present in person or by proxy who, in the aggregate, hold or represent by proxy not less than 10% of the votes entitled to be cast at the meeting.

8.03 Sole Shareholder

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (a) the quorum is one person who is, or who represents by proxy, that shareholder; and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

8.04 Lack of Quorum

If, within 30 minutes from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved; and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place, unless those shareholders present determine otherwise.

8.05 Quorum at Succeeding Meeting

If a meeting referred to in Article 8.04 was adjourned and if a quorum as provided in Article 8.02 is not present within 1/2 hour from the time set for the holding of the adjourned meeting, the persons present and being, or representing by proxy, shareholders entitled to attend and vote at the adjourned meeting constitute a quorum.

8.06 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any; and
- (b) if there is no chair of the board or if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

8.07 Alternate Chair

If, at any meeting of shareholders:

- (a) here is no chair of the board or president present within 15 minutes after the time set for holding the meeting;
- (b) the chair of the board and the president are unwilling to act as chair of the meeting;
or
- (c) the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting;

the directors present may choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders present in person or by proxy may choose any person present at the meeting to chair the meeting.

8.08 Postponement or Cancellation of Meetings

A meeting of shareholders may be postponed or cancelled by the Company at any time prior to the holding of the meeting upon such notice or communication to shareholders, if any, as the board may determine, and, if postponed, the postponed meeting may be held at such time or times, and at such location or locations, as the board, by resolution, may approve.

8.09 Procedure at Meetings

The board may determine the procedures to be followed at any meeting of shareholders including, without limitation, the rules of order. Subject to the foregoing, the chair of a meeting may determine the procedures of the meeting in all respects.

8.10 Casting Vote

In case of an equality of votes cast at a meeting of shareholders, the chair does not have a casting or second vote.

PART 9 - SHAREHOLDERS VOTES

9.01 Joint Shareholders

If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it;
or
- (b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, the joint shareholder present whose name stands first on the central securities register in respect of the share is alone entitled to vote in respect of that share.

9.02 Trustees

Two or more trustees of a shareholder in whose name any share is registered are, for the purposes of Article 9.01, deemed to be joint shareholders.

9.03 Representative of Corporate Shareholder

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and, for that purpose:

- (a) the instrument appointing a representative must:
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least 1 business day before the day set for the holding of the meeting; or
 - (ii) be provided, at the meeting, to the chair of the meeting; and
- (b) if a representative is appointed under this Article 9.03:
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights that the appointing corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

9.04 Application of Proxy Provisions

Articles 9.05 to 9.12 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company.

9.05 Appointment of Proxy Holder

Each shareholder, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more individuals (who need not be shareholders) as such shareholder's nominee to attend, speak, act and vote for and on behalf of such shareholder at the meeting in the manner, to the extent and with the power conferred by the proxy.

9.06 Execution of Proxy

A shareholder's proxy will be in writing, dated the date on which it is executed (or if not dated, will be deemed to be dated the date on which it is received by the Company), and will be executed by such shareholder or such shareholder's attorney authorized in writing, or if the shareholder is a corporation, by a duly authorized officer or attorney.

9.07 Continuing Proxy

A shareholder may appoint one or more individuals (who need not be shareholders) as such shareholder's nominee to attend, speak, act and vote for and on behalf of such shareholder at every general meeting of the Company or at one or more general meetings which are held within such period of time as the proxy specifies.

9.08 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

COMPANY NAME

The undersigned, being a shareholder of the above named Company, hereby appoints _____, or, failing that person, _____, as proxy holder for the undersigned to attend, speak, act and vote for and on behalf of the undersigned at the meeting of shareholders to be held on the _____ day of _____, 20__ and at any adjournment of that meeting.

Signature of shareholder

9.09 Delivery of Proxy

Unless the board determines otherwise, a proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, 1 business day, before the day set for the holding of the meeting; or
- (b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting.

9.10 Revocation of Proxy

A shareholder's proxy will, to the extent that it is inconsistent with a proxy of prior date, be deemed to revoke such prior proxy. Subject to Article 9.11, every proxy may be revoked by an instrument in writing that is:

- (a) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) provided at the meeting to the chair of the meeting.

9.11 Signing of Revocation of Proxy

An instrument referred to in Article 9.10 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or the trustee of the shareholder; and
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 9.03.

9.12 Validity of Proxy Votes

A vote given in accordance with the terms of a proxy is valid despite the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (b) by the chair of the meeting, before the vote is taken.

9.13 Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

PART 10 - ELECTION AND REMOVAL OF DIRECTORS

10.01 Number of Directors

The Company will have a board of directors consisting of initially the number of directors that is equal to the number of the first directors and thereafter the number of directors set by ordinary resolution of the shareholders from time to time.

10.02 Change in Number of Directors

If the number of directors is changed pursuant to Article 10.01, the shareholders may elect, or appoint by ordinary resolution, the directors needed to fill any vacancies in the board of directors that result from that change.

10.03 Election of Directors

At every annual general meeting:

- (a) the shareholders entitled to vote at the annual general meeting for the election or appointment of directors will elect a board of directors consisting of the number of directors for the time being required under these Articles; and
- (b) subject to Article 10.06, all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or reappointment.

10.04 Failure to Elect or Appoint Directors

If the Company fails to hold an annual general meeting in accordance with the *Business Corporations Act* or fails, at an annual general meeting, to elect or appoint any directors, the directors then in office continue to hold office until the earlier of:

- (a) the date on which the failure is remedied; and

- (b) the date on which they otherwise cease to hold office under the *Business Corporations Act* or these Articles.

10.05 Additional Directors

Notwithstanding Articles 10.01 and 10.02, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 10.05 will not at any time exceed:

- (a) 1/3 of the number of first directors if, at the time of the appointment, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, 1/3 of the number of the current directors who were elected or appointed as directors other than under this Article 10.05.

10.06 Removal of Director

The shareholders may, by ordinary resolution, remove any director from office at any time.

PART 11 - PROCEEDINGS OF DIRECTORS

11.01 Timing of Meetings

Meetings of the board will be held on such day and at such time and place as may be determined by:

- (a) the president or secretary of the Company;
- (b) any two directors; or
- (c) if there is only one director, that director, alone.

11.02 Chair

Meetings of directors are to be chaired by:

- (a) the chair of the board, if any,
- (b) in the absence of the chair of the board, the president, if any, if the president is a director, or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting,
 - (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting, or
 - (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

11.03 Voting

At all meetings of directors every question will be decided by a majority of votes cast on the question and, in the case of an equality of votes, the chair of the meeting will not be entitled to a second or casting vote.

11.04 Notice

Subject to Articles 1.06 and 11.05, if a meeting of the board is called under Article 11.01 notice of that meeting will be given to each director not less than 24 hours before the time when the meeting is to be held, specifying the place, date and time of that meeting:

- (a) by mail addressed to the director's address as it appears on the books of the Company or to any other address provided to the Company by the director for this purpose;
- (b) by leaving it at the director's prescribed address or at any other address provided to the Company by the director for this purpose;
- (c) orally, including, by telephone, voice mail or on other recorded media; or
- (d) by e-mail, fax or any other method of reliably transmitting messages.

11.05 Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed or is the meeting of the directors at which that director is appointed; or
- (b) the director has filed a waiver under Article 11.06.

11.06 Waiver of Notice

Any director may file with the Company a document signed by the director waiving notice of any past, present or future meeting of the directors or a direction that notice of meetings of the directors be given to the alternate of such director and may, at any time, withdraw the waiver or direction, as the case may be, by instrument in writing delivered to the registered office of the Company, and until the waiver or direction, as the case may be, is withdrawn, no notice of meetings of the directors shall be given to that director or notice of meetings of the directors shall be sent to the alternate of such director, as the case may be; and any and all meetings of the directors, notice of which has not been given to such director or has been given to the alternate of such director, as the case may be, shall, provided a quorum of the directors is present, be valid and effective.

11.07 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is a majority of the directors, or if the number of directors is fixed at one, shall be one director and any alternate director shall be counted in a quorum at a meeting at

which such alternate's appointor is absent. A director holding a disclosable interest in a contract or transaction to be considered at a meeting is to be counted in a quorum notwithstanding such director's interest.

11.08 Alternate Directors

- (a) A director (in these Articles called an "appointor") may appoint as such director's alternate any person who is not disqualified to be a director.
- (b) An appointment of an alternate shall not be effective until an instrument in writing declaring the appointment and signed by the appointor, and the consent of the alternate to so act, is delivered to the registered office of the Company.
- (c) An appointor may revoke an appointment of an alternate by instrument in writing delivered to the registered office of the Company.
- (d) The appointment of an alternate terminates if such alternate's appointor ceases to be a director or if the alternate is at any time not qualified to act as a director under the *Business Corporations Act*.
- (e) The Company is not obligated to remunerate any alternate or to reimburse an alternate for any expense incurred in carrying out such alternate's function.
- (f) If an appointor is absent from any meeting of the directors or of a committee of directors, the alternate for such appointor shall be entitled to attend, speak, act and vote at such meeting as a director in place of such appointor, and may sign or concur in resolutions pursuant to Article 11.09.
- (g) A director or other person may act as alternate for any one or more directors and at any meeting of the directors or of a committee of directors shall be counted as one director for each director for whom such person is the alternate for purposes of determining the quorum and be entitled to cast one vote for each director for whom such person is the alternate in addition to, in the case of a director acting as the alternate for any one or more directors, being counted and voting as a director in his or her own right.

11.09 Resolutions in Writing

A resolution in writing signed by each director or such director's alternate, or if there is only one director by that one director, shall be as valid and effectual as if it had been passed at a meeting of the board duly convened and held.

11.10 Counterparts

A resolution in writing may be in one or more counterparts, each of which may be signed by one or more directors or alternates or one or more committee members, and which together shall be deemed to constitute a resolution in writing.

11.11 Remuneration of Directors

Unless the shareholders by ordinary resolution otherwise resolve, the directors may fix the remuneration of the directors and officers of the Company.

PART 12 - COMMITTEES OF DIRECTORS

12.01 Appointment

The directors may, by resolution:

- (a) appoint one or more committees consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board;
 - (ii) the power to change the membership of, or fill vacancies in, any committee of the board; and
 - (iii) the power to appoint or remove officers appointed by the board; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution.

12.02 Duties

Any committee formed under Article 12.01, in the exercise of the powers delegated to it, shall:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers to the earliest meeting of the directors to be held after the act or thing has been done.

12.03 Powers of Board

The board may, at any time:

- (a) revoke the authority given to a committee, or override a decision made by a committee, except as to acts done before such revocation or overriding;
- (b) terminate the appointment of, or change the membership of, a committee; and
- (c) fill vacancies in a committee.

12.04 Meetings

Subject to Article 12.02:

- (a) the members of a directors' committee may meet and adjourn as they think proper;
- (b) a directors' committee may elect a chair of its meetings but, if no chair of the meeting is elected, or if at any meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of a directors' committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of a directors' committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting has no second or casting vote.

PART 13 - OFFICERS

13.01 Functions, Duties and Powers

The board may appoint any officers it considers necessary and for each officer:

- (a) determine the functions and duties the officer is to perform;
- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit;
- (c) from time to time revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer; and
- (d) may terminate such officer's appointment at any time.

PART 14 - DISCLOSURE OF INTEREST OF DIRECTORS

14.01 Other Office

A director may hold any office or position of profit with the Company (other than the office of auditor of the Company) in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

14.02 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise.

14.03 Professional Services

Subject to compliance with the provisions of the *Business Corporations Act*, a director or officer of the Company, or any corporation or firm in which that individual has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such corporation or firm is entitled to remuneration for professional services as if that individual were not a director or officer.

14.04 Accountability

A director or officer may be or become a director, officer or employee of, or may otherwise be or become interested in, any corporation, firm or entity in which the Company may be interested as a shareholder or otherwise, and, subject to compliance with the provisions of the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other corporation, firm or entity.

PART 15 - INDEMNIFICATION

15.01 Mandatory Indemnification

The Company will indemnify a director or officer of the Company, a former director or officer of the Company or another individual who acts or acted at the Company's request as a director or officer, or in a similar capacity, of another entity, and such person's heirs and legal representatives to the extent permitted by the *Business Corporations Act*.

15.02 Deemed Contract

Each director is deemed to have contracted with the Company on the terms of the indemnity referred to in this Part.

15.03 Optional Indemnification

Except as otherwise required by the *Business Corporations Act* and subject to Article 15.01, the Company may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was an employee or agent of the Company, or is or was serving at the request of the Company as an employee, agent or participant in another entity against expenses (including legal fees), judgments, fines and any amount actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted honestly and in good faith with a view to the best interests of the Company or, as the case may be, to the best interests of the other entity for which he or she served at the Company's request and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his or her conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction will not, of itself, create a presumption that the person did not act honestly and in good faith with a view to the best interests of the Company or other entity and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had no reasonable grounds for believing that his or her conduct was lawful.

15.04 Right of Indemnity not Exclusive

The provisions for indemnification contained in these Articles will not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of shareholders or directors or otherwise, both as to action in his or her official capacity and as to action in another capacity, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of that person's heirs and legal representatives.

15.05 Limit on Liability

To the extent permitted by law, no director or officer for the time being of the Company will be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by the Company or for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Company will be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets belonging to the Company will be lodged or deposited or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Company or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto unless the same will happen by or through his or her failure to act honestly and in good faith with a view to the best interests of the Company and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. If any director or officer of the Company is employed by or performs services for the Company otherwise than as a director or officer or is a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Company, the fact that the person is a director or officer of the Company will not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

PART 16 - DIVIDENDS

16.01 Declaration

Subject to the *Business Corporations Act* and any special rights or restrictions as to dividends, the directors may from time to time by resolution declare and authorize payment of any dividends the directors consider appropriate out of profits, capital or otherwise, including, without limitation, retained earnings, other income, contributed surplus, capital surplus, any share premium account or appraisal surplus or any other unrealized appreciation in the value of the assets of the Company, if any.

16.02 No Notice

The directors need not give notice to any shareholder of any declaration under Article 16.01.

16.03 Timing of Payment

Any dividend declared by the directors may be made payable on such date as is fixed by the directors.

16.04 Dividends Proportionate to Number of Shares

Subject to any special rights or restrictions as to dividends, all dividends on shares of any class or series of shares will be declared and paid according to the number of such shares held.

16.05 Manner of Payment

The Company may declare and pay any dividend wholly or partly by issuance of shares or warrants, by the distribution of specific assets, money or property, by issuance of bonds, debentures or other debt obligations or other securities of the Company or of any other entity, by issuance of a promissory note (which may be interest bearing, or non-interest bearing, as determined by the directors), or credit to shareholder loan accounts, or in any one or more of those ways, and, if any difficulty arises in regard to the distribution, the directors may settle the difficulty as they consider expedient, and, in particular, may set the value for distribution of specific property.

16.06 Rounding

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

16.07 Method of Payment

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed:

- (a) subject to paragraphs (b) and (c), to the address of the shareholder;
- (b) subject to paragraph (c), in the case of joint shareholders, to the address of the joint shareholder whose name stands first on the central securities register in respect of the shares; or
- (c) to the person and to the address as the shareholder or joint shareholders may direct in writing.

16.08 Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

PART 17 - AUDITOR

17.01 Remuneration

The directors may set the remuneration of any auditor of the Company.

PART 18 - EXECUTION OF INSTRUMENTS

18.01 Authority to Execute Instruments

The following persons have authority to execute and deliver and certify documents on behalf of the Company:

- (a) such director, officer or other person(s) as are prescribed by resolution of the board;

- (b) any two directors;
- (c) if there is only one director, that director, alone; or
- (d) the president, alone.

18.02 Seal

The Company's seal, if any, shall not be impressed on any record except when that impression is attested by the signature or signatures of:

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if there is only one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by resolution of the directors.

18.03 Certified Copies

For the purpose of certifying under seal a true copy of any resolution or other document, the seal shall be impressed on that copy and, notwithstanding Article 18.02, may be attested by the signature of any director or officer.

PART 19 - NOTICES

19.01 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder whose name stands first on the central securities register in respect of the share.

19.02 Trustees

If a person becomes entitled to a share as a result of the death, bankruptcy or incapacity of a shareholder, the Company may provide a notice, statement, report or other record to that person by:

- (a) mailing the record, addressed to that person:
 - (i) by name, by the title of representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the person claiming to be so entitled; or
- (b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

PART 20 - RESTRICTION ON SHARE TRANSFER

20.01 Consent Required

No security of the Company, other than a non-convertible debt security, may be transferred without the consent of:

- (a) the board of directors of the Company, expressed by a resolution duly passed at a meeting of the directors;
- (b) a majority of the directors of the Company, expressed by an instrument or instruments in writing signed by such directors;
- (c) the holders of the voting shares of the Company, expressed by a resolution duly passed at a meeting of the holders of voting shares; or
- (d) the holders of the voting shares of the Company representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

PART 21 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO SHARES

21.01 Common Shares

The provisions of this Part 21 set out the special rights and restrictions attached to each of the following classes of common shares of the Company (the “**Common Shares**” and each a “**Common Share**”):

- (a) the Class A Common Shares without par value (the “**Class A Common Shares**” and each a “**Class A Common Share**”);
- (b) the Class B Common Shares without par value (the “**Class B Common Shares**”, and each a “**Class B Common Share**”); and
- (c) the Class C Common Shares without par value (the “**Class C Common Shares**” and each a “**Class C Common Share**”).

21.02 Preferred Shares

The provisions of this Part 21 also set out the special rights and restrictions attached to each of the following classes of preferred shares of the Company (the “**Preferred Shares**” and each a “**Preferred Share**”):

- (a) the Class A Preferred Shares with a par value of \$0.01 Canadian Dollar(s) per share (the “**Class A Preferred Shares**” and each a “**Class A Preferred Share**”);
- (b) the Class B Preferred Shares with a par value of \$0.01 Canadian Dollar(s) per share (the “**Class B Preferred Shares**” and each a “**Class B Preferred Share**”);
- (c) the Class C Preferred Shares with a par value of \$0.01 Canadian Dollar(s) per share (the “**Class C Preferred Shares**” and each a “**Class C Preferred Share**”); and

- (d) the Class D Preferred Shares with a par value of \$1,000 Canadian Dollar(s) per share (the “**Class D Preferred Shares**” and each a “**Class D Preferred Share**”).

21.03 Summary of Special Rights and Restrictions

The special rights and restrictions attached to the Common Shares and Preferred Shares are summarized as follows:

CLASSES OF SHARES	MAX # OF SHARES	PAR VALUE	PARTICIPATING	VOTING RIGHT	REDEEM - ABLE	RETRACT - ABLE	REDEMPTION/ RETRACTION AMOUNT	PROCEEDS ON LIQUIDATION	PRIORITY ON LIQUIDATION
A Common	n/a	No	Yes	Yes	No	No	n/a	Balance	5
B Common	n/a	No	Yes	No	No	No	n/a	Amount paid up thereon	4
C Common	n/a	No	Yes	No	No	No	n/a	Amount paid up thereon	4
A Preferred	n/a	\$0.01	Yes	No	Yes	Yes	Class A Redemption Amount	Redemption Amount	1
B Preferred	n/a	\$0.01	Yes	No	Yes	Yes	Class B Redemption Amount	Redemption Amount	1
C Preferred	n/a	\$0.01	Yes	No	Yes	Yes	\$100	Redemption Amount	3
D Preferred	n/a	\$1,000	Yes	No	Yes	Yes	Par Value	Redemption Amount	2

In the event of any inconsistency between any aspect of this summary and any of the other provisions in this Part 21, the latter will prevail over and supersede, the former.

21.04 Voting Rights

The Common Shares and Preferred Shares of the Company have the following special rights and restrictions with respect to voting:

- (a) each holder of a Class A Common Share is entitled to receive notice of and attend all general meetings of the shareholders of the Company and to one vote for each such share held at all such meetings; and
- (b) the holders of the Class B Common Shares, Class C Common Shares, Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares are not entitled to receive notice of or to attend any meeting of the shareholders of the Company and will not be entitled to vote at any such meeting (except as specifically required or provided by law or these Articles).

21.05 Redemption

The Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares and Class D Preferred Shares are redeemable as follows:

- (a) Subject to the provisions of the *Business Corporations Act*, the Company may, upon giving notice as hereafter provided, redeem the whole or from time to time any part of the then outstanding Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares (such share or shares referred to as the “**Redeemed Share**” or “**Redeemed Shares**” as the case may be), on payment of the Redemption Price (as hereafter defined) for each Redeemed Share to be redeemed. In the case where a part only of the then outstanding Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares is at any time to be redeemed, the shares so to be redeemed shall be selected in the discretion of the directors, with the unanimous consent of all holders of the shares of the class of shares to be redeemed. For greater certainty, subject to the other provisions of these Articles, the Company may, in the discretion of the directors, redeem the whole or any part of the then outstanding Class A Preferred Shares, Class B Preferred Shares Class C Preferred Shares or Class D Preferred Shares without also or at the same time redeeming the whole or any part of the then outstanding shares of any other class of shares that is redeemable.
- (b) The Company shall give notice of any redemption to each holder of a Redeemed Share by delivering such notice to such holder not less than 30 days prior to the date fixed for redemption (the “**Redemption Date**”). Such notice shall specify the provision hereof under which such redemption shall be effected, the date fixed for redemption, the Redemption Price per share and, in case of a partial redemption, the number or portion of each holder’s Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, as the case may be, to be redeemed. Notwithstanding the foregoing, any or all of the holders of the Redeemed Shares may waive notice of any such redemption by instrument or instruments in writing.
- (c) The redemption amount per Class C Preferred Share to be redeemed (the “**Class C Redemption Amount**”) shall be \$100.
- (d) The redemption amount per Class D Preferred Share to be redeemed (the “**Class D Redemption Amount**”) shall be an amount equal to the par value of such Redeemed Share.
- (e) The Class A Redemption Amount (which, where applicable, shall constitute the “specified amount” for the purposes of Subsection 191(4) of the Income Tax Act (Canada), as amended from time to time (the “**Tax Act**”), shall be determined as follows:
 - (i) Subject to Article 21.05(e)(ii) and 21.05(e)(iii), the redemption amount (the “**Class A Redemption Amount**”) of each Class A Preferred Share shall be determined by dividing the aggregate fair market value of all property acquired by the Company as consideration for the issuance of the Class A Preferred Shares (in this Article 21.05(e), the “**Consideration**”), which, for greater certainty, shall include any shares of the Company acquired for cancellation by the Company, less any non-share consideration paid by the Company, by the number of Class A Preferred Shares issued in respect of the acquisition of such property. In determining the aggregate fair market value of the Consideration, the directors shall act in good faith and may act

on whatever advice or evidence they in their absolute discretion determine to be necessary or advisable. The directors shall evidence their determination by a resolution in writing which shall set forth:

- (A) the aggregate fair market value of the Consideration (in this Article 21.05(e), the “**Agreed Value**”); and
- (B) the number of Class A Preferred Shares to be issued in payment for the Consideration, the Class A Redemption Amount and the share certificate number of such shares.

(ii) Notwithstanding the foregoing provisions of Article 21.05(e)(i):

- (A) if the Canada Revenue Agency, its authorized representative or any similar authority shall assess or reassess the Company or its shareholders for income tax or propose such an assessment or reassessment on the basis of a determination or assumption that the fair market value of the Consideration acquired by the Company in respect of the issuance of any Class A Preferred Shares does not equal the Agreed Value for such shares, then the following adjustments shall be made, and, for the purposes of the adjustment hereunder the fair market value of the Consideration received shall be deemed to be:
 - (1) subject to subclause (3), the fair market value of the Consideration as determined by the authority making or proposing such assessment or reassessment, provided that the directors agree that such determination is accurate; or
 - (2) subject to subclause (3), where the directors do not agree with the accuracy of the authority's determination, the fair market value of the property as determined by a qualified person who is appointed by the directors to make such determination following receipt of such assessment or reassessment; or
 - (3) where any such assessment or reassessment is the subject of an appeal to a court of competent jurisdiction, the fair market value of the Consideration as determined by that court; or
- (B) if, subsequent to the issuance of any Class A Preferred Shares, the directors determine, pursuant to a resolution of the directors, that the fair market value of the Consideration acquired by the Company in respect of the issuance of any Class A Preferred Shares does not equal the Agreed Value for such shares, then the adjustments set forth in Article 21.05(e)(ii)(C) or Article 21.05(e)(ii)(D), as applicable, shall be made and, for the purposes of the adjustment hereunder, the fair market value of the Consideration shall be deemed to be the fair market value of the Consideration as determined by the directors;

- (C) if the fair market value of the Consideration determined pursuant to Article 21.05(e)(ii)(A) or (B) is less than the Agreed Value (in this Article 21.05(e)(ii)(C), such difference to be referred to as the “**Deficiency**”), the following adjustments shall be made forthwith to account for this Deficiency:
- (1) if, at the date of adjustment, any or all of the Class A Preferred Shares remain issued and outstanding, the aggregate Class A Redemption Amount of such Class A Preferred Shares shall be reduced by an amount (the “**Class A Reduction**”) equal to the lesser of (a) the Deficiency, and (b) the amount by which the aggregate Class A Redemption Amount of such Class A Preferred Shares exceeds the aggregate amount paid up thereon (such reduced aggregate amount herein referred to in this Article 21.05(e) as the “**Reduced Aggregate Redemption Amount**”), and the Class A Redemption Amount per Class A Preferred Share shall be equal to the Reduced Aggregate Redemption Amount divided by the number of Class A Preferred Shares then issued and outstanding, and the Class A Redemption Amount so adjusted shall be deemed retroactively to the date of issue of each such shares to have been its Class A Redemption Amount; and
 - (2) if no Class A Preferred Shares remain issued and outstanding at the date of the adjustment, or if the Class A Reduction is less than the Deficiency, the original holder shall pay to the Company, by cash or promissory note, the amount of the Deficiency (less, if applicable, the Reduced Aggregate Redemption Amount) and, if any Class A Preferred Shares have been redeemed prior to such date, unless the directors determine otherwise, such payment shall be deemed to be a reduction of the aggregate Class A Redemption Amount received in respect of the redemption of the Class A Preferred Shares retroactive to the date of the redemption of the Class A Preferred Shares; and
 - (3) if the directors so determine, the amount of any dividends declared on the Class A Preferred Shares shall be adjusted retroactively for all purposes of these Articles to account for the deficiency, and the original holder shall pay to the Company, by cash or promissory note, such amount, if any, that is equal to the portion of any such dividend paid to such holder by the Company that would not have been paid had the Agreed Value been equal to the fair market value of the Consideration as determined under clause (A) or (B) as applicable;
- (D) if the fair market value of the Consideration determined pursuant to Article 21.05(e)(ii)(A) or (B) is greater than the Agreed Value (in this Article 21.05(e)(ii)(D), such difference to be referred to as the

“Excess”), the following adjustments shall be made forthwith following such determination to account for this Excess:

- (1) if, at the date of adjustment, any or all of the Class A Preferred Shares remain issued and outstanding and held by the original holder thereof, the aggregate Class A Redemption Amount of such Class A Preferred Shares held by the original holder shall be increased by the amount of the Excess (in this Article 21.05(e), the “**Increased Aggregate Redemption Amount**”), and the Class A Redemption Amount per Class A Preferred Share shall be the Increased Aggregate Redemption Amount divided by the number of Class A Preferred Shares then issued and outstanding and held by the original holder, and the Class A Redemption Amount so adjusted shall be deemed retroactively to the date of issue of each such shares to have been its Class A Redemption Amount; and
 - (2) if none of the issued and outstanding Class A Preferred Shares are held by the original holder at the date of adjustment, the Company shall pay to the original holder, by cash or promissory note, the amount of the Excess and, if any Class A Preferred Shares, while held by the original holder, have been redeemed prior to such date, unless the directors determine otherwise, such payment shall be deemed to be an increase to the aggregate Class A Redemption Amount received in respect of the redemption of such Class A Preferred Shares retroactive to the date of redemption of the Class A Preferred Shares; and
 - (3) if the directors so determine, the amount of any dividends declared on the Class A Preferred Shares shall be adjusted retroactively for all purposes of these Articles to account for the excess, and the Company shall pay to the original holder, by cash or promissory note, such amount, if any, that is equal to the retroactive increase in any such dividend previously paid to such holder by the Company that would have been paid had the Agreed Value been equal to the fair market value of the Consideration as determined under clause (A) or (B) as applicable.
- (iii) Notwithstanding the foregoing provisions of Article 21.05(e)(i), if any Class A Preferred Shares are issued as payment of one or more stock dividends, the Class A Redemption Amount shall be equal to an amount determined by the directors at the time of the first issuance of such Class A Preferred Shares.
- (f) the Class B Redemption Amount (which, where applicable, shall constitute the “specified amount” for the purposes of Subsection 191(4) of the Tax Act, shall be determined as follows:

- (i) Subject to Article 21.05(f)(ii) and 21.05(f)(iii), the redemption amount (the **“Class B Redemption Amount”**) of each Class B Preferred Share shall be determined by dividing the aggregate fair market value of all property acquired by the Company as consideration for the issuance of the Class B Preferred Shares (in this Article 21.05(f), the **“Consideration”**), which, for greater certainty, shall include any shares of the Company acquired for cancellation by the Company, less any non-share consideration paid by the Company, by the number of Class B Preferred Shares issued in respect of the acquisition of such property. In determining the aggregate fair market value of the Consideration, the directors shall act in good faith and may act on whatever advice or evidence they in their absolute discretion determine to be necessary or advisable. The directors shall evidence their determination by a resolution in writing which shall set forth:
 - (A) the aggregate fair market value of the Consideration (in this Article 21.05(f), the **“Agreed Value”**); and
 - (B) the number of Class B Preferred Shares to be issued in payment for the Consideration, the Class B Redemption Amount and the share certificate number of such shares.
- (ii) Notwithstanding the foregoing provisions of 21.05(f)(i):
 - (A) if the Canada Revenue Agency, its authorized representative or any similar authority shall assess or reassess the Company or its shareholders for income tax or propose such an assessment or reassessment on the basis of a determination or assumption that the fair market value of the Consideration acquired by the Company in respect of the issuance of any Class B Preferred Shares does not equal the Agreed Value for such shares, then the following adjustments shall be made, and, for the purposes of the adjustment hereunder the fair market value of the Consideration received shall be deemed to be:
 - (1) subject to subclause (3), the fair market value of the Consideration as determined by the authority making or proposing such assessment or reassessment, provided that the directors agree that such determination is accurate; or
 - (2) subject to subclause (3), where the directors do not agree with the accuracy of the authority's determination, the fair market value of the property as determined by a qualified person who is appointed by the directors to make such determination following receipt of such assessment or reassessment; or
 - (3) where any such assessment or reassessment is the subject of an appeal to a court of competent jurisdiction, the fair market value of the Consideration as determined by that court; or

- (B) if, subsequent to the issuance of any Class B Preferred Shares, the directors determine, pursuant to a resolution of the directors, that the fair market value of the Consideration acquired by the Company in respect of the issuance of any Class B Preferred Shares does not equal the Agreed Value for such shares, then the adjustments set forth in Article 21.05(f)(ii)(C) or Article 21.05(f)(ii)(D), as applicable, shall be made and, for the purposes of the adjustment hereunder, the fair market value of the Consideration shall be deemed to be the fair market value of the Consideration as determined by the directors;
- (C) if the fair market value of the Consideration determined pursuant to Article 21.05(f)(ii)(A) or (B) is less than the Agreed Value (in this Article 21.05(f)(ii)(C), such difference to be referred to as the **"Deficiency"**), the following adjustments shall be made forthwith to account for this Deficiency:
 - (1) if, at the date of adjustment, any or all of the Class B Preferred Shares remain issued and outstanding, the aggregate Class B Redemption Amount of such Class B Preferred Shares shall be reduced by an amount (the **"Class B Reduction"**) equal to the lesser of (a) the Deficiency, and (b) the amount by which the aggregate Class B Redemption Amount of such Class B Preferred Shares exceeds the aggregate amount paid up thereon (such reduced aggregate amount herein referred to in this Article 21.05(f) as the **"Reduced Aggregate Redemption Amount"**), and the Class B Redemption Amount per Class B Preferred Share shall be equal to the Reduced Aggregate Redemption Amount divided by the number of Class B Preferred Shares then issued and outstanding, and the Class B Redemption Amount so adjusted shall be deemed retroactively to the date of issue of each such shares to have been its Class B Redemption Amount; and
 - (2) if no Class B Preferred Shares remain issued and outstanding at the date of the adjustment, or if the Class B Reduction is less than the Deficiency, the original holder shall pay to the Company, by cash or promissory note, the amount of the Deficiency (less, if applicable, the Reduced Aggregate Redemption Amount) and, if any Class B Preferred Shares have been redeemed prior to such date, unless the directors determine otherwise, such payment shall be deemed to be a reduction of the aggregate Class B Redemption Amount received in respect of the redemption of the Class B Preferred Shares retroactive to the date of the redemption of the Class B Preferred Shares; and
 - (3) if the directors so determine, the amount of any dividends declared on the Class B Preferred Shares shall be adjusted retroactively for all purposes of these Articles to account for

the deficiency, and the original holder shall pay to the Company, by cash or promissory note, such amount, if any, that is equal to the portion of any such dividend paid to such holder by the Company that would not have been paid had the Agreed Value been equal to the fair market value of the Consideration as determined under clause (A) or (B) as applicable;

- (D) if the fair market value of the Consideration determined pursuant to Article 21.05(f)(ii)(A) or (B) is greater than the Agreed Value (in this Article 21.05(f)(ii)(D), such difference to be referred to as the “**Excess**”), the following adjustments shall be made forthwith following such determination to account for this Excess:
- (1) if, at the date of adjustment, any or all of the Class B Preferred Shares remain issued and outstanding and held by the original holder thereof, the aggregate Class B Redemption Amount of such Class B Preferred Shares held by the original holder shall be increased by the amount of the Excess (in this Article 21.05(f), the “**Increased Aggregate Redemption Amount**”), and the Class B Redemption Amount per Class B Preferred Share shall be the Increased Aggregate Redemption Amount divided by the number of Class B Preferred Shares then issued and outstanding and held by the original holder, and the Class B Redemption Amount so adjusted shall be deemed retroactively to the date of issue of each such shares to have been its Class B Redemption Amount; and
 - (2) if none of the issued and outstanding Class B Preferred Shares are held by the original holder at the date of adjustment, the Company shall pay to the original holder, by cash or promissory note, the amount of the Excess and, if any Class B Preferred Shares, while held by the original holder, have been redeemed prior to such date, unless the directors determine otherwise, such payment shall be deemed to be an increase to the aggregate Class B Redemption Amount received in respect of the redemption of such Class B Preferred Shares retroactive to the date of redemption of the Class B Preferred Shares; and
 - (3) the amount of any dividends declared on the Class B Preferred Shares shall be adjusted retroactively for all purposes of these Articles to account for the excess, and the Company shall pay to each holder of Class B Preferred Shares, by cash or promissory note, such amount, if any, that is equal to the portion of retroactive increase in any such dividend previously paid by the Company to such holder of Class B Preferred Shares that would have been paid had the Agreed Value been equal to the fair market

value of the Consideration as determined under clause (A) or (B) as applicable.

- (iii) Notwithstanding the foregoing provisions of Article 21.05(f)(i), if any Class B Preferred Shares are issued as payment of one or more stock dividends, the Class B Redemption Amount shall be equal to an amount determined by the directors at the time of the first issuance of such Class B Preferred Shares.
- (g) the redemption price for each Class A Preferred Share to be redeemed shall be an amount equal to the Class A Redemption Amount together with any dividends declared but unpaid thereon, if any (the whole being referred to as the “**Class A Redemption Price**”). The redemption price for each Class B Preferred Share to be redeemed shall be an amount equal to the Class B Redemption Amount together with any dividends declared but unpaid thereon, if any (the whole being referred to as the “**Class B Redemption Price**”). The redemption price for each Class C Preferred Share to be redeemed shall be an amount equal to the Class C Redemption Amount together with any dividends declared but unpaid thereon, if any (the whole being referred to as the “**Class C Redemption Price**”). The redemption price for each Class D Preferred Share to be redeemed shall be an amount equal to the Class D Redemption Amount together with any dividends declared but unpaid thereon, if any (the whole being referred to as the “**Class D Redemption Price**”). The Class A Redemption Price, Class B Redemption Price, Class C Redemption Price or Class D Redemption Price, as applicable, for any Redeemed Share is herein referred to as the “**Redemption Price**”.
- (h) On the Redemption Date, the Company shall pay or cause to be paid to or to the order of the holders of the Redeemed Shares to be redeemed, the Redemption Price for each Redeemed Share to be redeemed, multiplied by the number of Redeemed Shares held by such holder, upon presentation and surrender at the registered office of the Company or such other place designated in the notice of redemption of the respective certificates representing such shares.
- (i) The Company shall have the right at any time after delivering a notice of redemption to deposit, in any Canadian chartered bank or trust company specified in such notice or in a subsequent redemption notice in a special account for the holders of the Redeemed Shares to be redeemed, the Redemption Price for each of the Redeemed Shares to be redeemed or for those shares that, as at the time of deposit have not been presented and surrendered by the shareholders entitled thereto, and upon the later of the date of the deposit or the date fixed for redemption, all of the Redeemed Shares for which the deposit has been made shall be deemed to be redeemed and the rights of each holder thereof shall be limited to receiving, upon presentation and surrender of the share certificate representing the Redeemed Shares to be redeemed, his or her share of the Redemption Price so deposited, without interest. Any interest on such deposit shall belong to the Company.
- (j) If less than all of the Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, as applicable, represented by any certificate are redeemed, the registered holder shall be entitled to receive a

new certificate for the number of shares represented by the original certificate which are not redeemed.

- (k) From and after the Redemption Date, save as aforesaid the holders of the Redeemed Shares shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect of the Redeemed Shares.

21.06 Retraction

The Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares, and Class D Preferred Shares are redeemable at the option of the holder (retractable) as follows:

- (a) Any holder of Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, may, at any time, demand by notice in writing that the Company redeem all or any of the Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, as applicable, held by such holder (such share or shares are referred to herein as the “**Retracted Share**” or “**Retracted Shares**” as the case may be), by payment to the holder of the Redemption Price for each Retracted Share.
- (b) If a demand for redemption is given in respect of Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, and there is only one holder of the class of shares in respect of which such demand for redemption has been given, the Company shall redeem the Retracted Shares referred to in the demand for redemption forthwith following receipt thereof.
- (c) If a demand for redemption is given in respect of Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, and there is more than one holder of the class of shares in respect of which such demand for redemption has been given:
 - (i) the Company shall deliver or mail to all other holders of Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, as applicable, in respect of which the demand for redemption has been received, forthwith following receipt of the demand for redemption, a copy of the demand for redemption. The rationale for this mailing shall be to allow other holders of the same class of shares to submit demands for redemption; and
 - (ii) the Company shall redeem, within thirty (30) days after the receipt or deemed receipt of the initial demand for redemption, all Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares for which it has received demands for redemption.
- (d) If the assets of the Company are not sufficient to redeem all Class A Preferred Shares, Class B Preferred Shares, C Preferred Shares or Class D Preferred Shares in respect of which demands for redemption have been made, redemption shall be made pro rata among the holders of Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares to be redeemed in proportion to the number of Class A Preferred Shares, Class B

Preferred Shares, Class C Preferred Shares or Class D Preferred Shares, as applicable, specified in the notices given by the holders demanding redemption.

- (e) Upon payment of the Redemption Price for each Retracted Share redeemed by the Company, the holders of the Retracted Shares so redeemed shall cease to exercise any of the rights of holders in respect of the Retracted Shares so redeemed.

21.07 Dividend Entitlement

The Common Shares and Preferred Shares have the following special rights and restrictions with respect to the entitlement to receive dividends:

- (a) Except as otherwise provided in these Articles, and subject to the provisions of the *Business Corporations Act*, the directors may, in their sole discretion, declare and the Company may pay or set apart for payment, any dividend on any one or more classes of shares of the Company entitled to dividends or any series of shares of any one or more classes of shares of the Company entitled to dividends, independently and to the exclusion of any dividend or dividends on, and without also declaring or paying or setting apart for payment any dividend or dividends (whether or not of a similar amount) on, any one or more other classes of shares of the Company or any one or more series of shares of one or more classes of shares of the Company.
- (b) Except as otherwise provided in these Articles, and subject to the provisions of the *Business Corporations Act*, the holders of the Class A Common Shares, Class B Common Shares, Class C Common Shares, Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares and Class D Preferred Shares, will be entitled to receive, and the Company will pay thereon, dividends, if, as and when declared by the directors out of the money or property of the Company properly applicable to the payment of dividends in such amount and payable in such manner as the directors may from time to time in their sole discretion determine.
- (c) The holders of the Class A Preferred Shares shall, in each year, in the discretion of the directors, be entitled to receive non-cumulative dividends, if and when declared by the directors out of monies of the Company properly applicable to the payment of dividends, at a rate per annum on the Class A Redemption Amount not to exceed the Canada Revenue Agency's prescribed rate, as defined in Regulation 4301(c) of the Tax Act, in effect at the time of payment of the dividend. The holders of the Class A Preferred Shares shall not be entitled to any dividends other than the dividends provided for in this Article 21.07(c).
- (d) The holders of the Class B Preferred Shares shall, in each year, in the discretion of the directors, be entitled to receive non-cumulative dividends, if and when declared by the directors out of monies of the Company properly applicable to the payment of dividends, at a rate per annum on the Class B Redemption Amount not to exceed the Canada Revenue Agency's prescribed rate, as defined in Regulation 4301(c) of the Tax Act, in effect at the time of payment of the dividend. The holders of the Class B Preferred Shares shall not be entitled to any dividends other than the dividends provided for in this Article 21.07(d).

- (e) The holders of the Class C Preferred Shares shall, in each year, in the discretion of the directors, be entitled to receive non-cumulative dividends, if and when declared by the directors out of monies of the Company properly applicable to the payment of dividends, at a rate per annum on the Class C Redemption Amount not to exceed the Canada Revenue Agency's prescribed rate, as defined in Regulation 4301(c) of the Tax Act, in effect at the time of payment of the dividend. The holders of the Class C Preferred Shares shall not be entitled to any dividends other than the dividends provided for in this Article 21.07(e).
- (f) The holders of the Class D Preferred Shares shall, in each year, in the discretion of the directors, be entitled to receive non-cumulative dividends, if and when declared by the directors out of monies of the Company properly applicable to the payment of dividends, at a rate per annum on the Class D Redemption Amount not to exceed the Canada Revenue Agency's prescribed rate, as defined in Regulation 4301(c) of the Tax Act, in effect at the time of payment of the dividend. The holders of the Class D Preferred Shares shall not be entitled to any dividends other than the dividends provided for in this Article 21.07(f).
- (g) Subject to the other provisions of this Article 21.07, dividends will be paid out of the property or assets of the Company properly applicable to the payment of dividends in such amounts, and be payable in such manner and at such time, as the directors may determine.
- (h) While any Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares or Class D Preferred Shares (collectively, the "**Senior Shares**") are outstanding, the Company shall not:
 - (i) declare, set aside for payment or pay any dividends or make any distributions on any shares of the Company ranking as to return of capital or dividends on a parity with or junior to the Senior Shares (such shares are in this Article 21.07(h) called the "**Junior Shares**");
 - (ii) call for redemption, redeem, purchase or otherwise acquire or retire for value any Junior Shares;
 - (iii) call for redemption, redeem, purchase or otherwise acquire or retire for value less than all of the issued and outstanding Senior Shares which are entitled or required to be redeemed under the terms hereof;
 - (iv) reduce the paid-up capital of any Junior Shares and make a distribution of any cash, property or other consideration to the holders of any Junior Shares in connection therewith, or reduce the paid-up capital of any Junior Shares or make a distribution of any cash, property or other consideration to the holders of such Junior Shares; or
 - (v) set aside for payment or pay any amount in respect of sinking, purchase, redemption or retirement funds applicable to any Junior Shares;

unless immediately after payment, redemption, retraction or reduction of capital, as the case may be, the realizable value of the Company's assets, less all liabilities of the Company, would be sufficient to enable it to redeem all of the then issued and

outstanding Senior Shares at the amounts payable upon the redemption thereof. For greater certainty, for the purposes of this Article 21.07(h) “**Junior Shares**” shall include the Common Shares of the Company.

- (i) While any Senior Shares are outstanding, the Company shall not, without the approval of the holders of each class of Senior Shares that is then issued and outstanding, as specified in Article 21.07:
- (i) create, authorize, reserve, set aside for issuance, or issue, any shares or any securities convertible into or exchangeable for any shares, ranking as to capital or dividends prior to or on a parity with the Senior Shares; or
- (ii) issue any Junior Shares (as defined in Article 21.07(h)) unless immediately after such issuance and after giving effect thereto, the realizable value of the Company’s assets, less all liabilities of the Company would be sufficient to enable it to redeem all the then issued and outstanding Senior Shares at the amounts payable upon a redemption thereof.

21.08 Priority and Entitlement on Liquidation

- (a) In the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs (the “**Liquidation, Dissolution or Winding-up Event**”), the holders of the following classes of shares of the Company will be entitled to receive the following amounts in the following order of priority:

CLASS OF SHARES	PRIORITY	ENTITLEMENT
A Common	5	All remaining property of the Company available for distribution
B Common	4	Amount paid up thereon
C Common	4	Amount paid up thereon
A Preferred	1	Class A Redemption Price
B Preferred	1	Class B Redemption Price
C Preferred	3	Class C Redemption Price
D Preferred	2	Class D Redemption Price

In the event of any inconsistency between any aspect of the summary table included in this Article 21.08(a) and any of the other provisions in this Article 21.08, the latter will prevail over and supersede, the former.

- (b) In a Liquidation, Dissolution or Winding-up Event, the holders of the outstanding Class A Preferred Shares at that time will, subject to the rights of holders of any other class of shares of the Company entitled to receive property or assets of the Company concurrently or ratably with the holders of Class A Preferred Shares, only be entitled to receive an amount equal to the Class A Redemption Price of each Class A Preferred Share held by them before any amount is paid or any property or assets of the Company is distributed to the holders of any Class D Preferred Shares, Class C Preferred Shares or Common Shares of the Company.

- (c) In a Liquidation, Dissolution or Winding-up Event, the holders of the outstanding Class B Preferred Shares at that time will, subject to the rights of holders of any other class of shares of the Company entitled to receive property or assets of the Company concurrently or ratably with the holders of Class B Preferred Shares, only be entitled to receive an amount equal to the Class B Redemption Price of each Class B Preferred Share held by them before any amount is paid or any property or assets of the Company is distributed to the holders of any Class D Preferred Shares, Class C Preferred Shares, or Common Shares of the Company.
- (d) If, in a Liquidation, Dissolution or Winding-up Event, the amount available for distribution to holders of the outstanding Class A Preferred Shares and Class B Preferred Shares is insufficient to pay the full amount payable on all outstanding Class A Preferred Shares and Class B Preferred Shares, the holders of the issued and outstanding Class A Preferred Shares and Class B Preferred Shares shall share ratably in the assets available for distribution to the holders of such shares.
- (e) In a Liquidation, Dissolution or Winding-up Event, the holders of the outstanding Class D Preferred Shares at that time will, after payment of any amounts payable to the holders of the Class A Preferred Shares and Class B Preferred Shares, and subject to the rights of holders of any other class of shares of the Company entitled to receive property or assets of the Company concurrently or ratably with the holders of Class D Preferred Shares, only be entitled to receive an amount equal to the Class D Redemption Price of each Class D Preferred Share held by them before any amount is paid or any property or assets of the Company is distributed to the holders of any Class C Preferred Shares or Common Shares of the Company.
- (f) In a Liquidation, Dissolution or Winding-up Event, the holders of the outstanding Class C Preferred Shares at that time will, after payment of any amounts payable to the holders of the Class A Preferred Shares, Class B Preferred Shares, and Class D Preferred Shares, and subject to the rights of holders of any other class of shares of the Company entitled to receive property or assets of the Company concurrently or ratably with the holders of Class C Preferred Shares, only be entitled to receive an amount equal to the Class C Redemption Price of each Class C Preferred Share held by them before any amount is paid or any property or assets of the Company is distributed to the holders of any Common Shares of the Company.
- (g) In a Liquidation, Dissolution or Winding-up Event, the holders of the outstanding Class B Common Shares and Class C Common Shares at the time will, after payment of any amounts payable to the holders of the Class A Preferred Shares, Class B Preferred Shares, Class D Preferred Shares and Class C Preferred Shares, and subject to the rights of holders of any other class of shares of the Company entitled to receive any property or assets of the Company upon such a distribution before or in priority to or concurrently or ratably with the holders of the Class B Common Shares and Class C Common Shares, only be entitled to receive an amount equal to the amount paid up thereon before any amount is paid or any property or assets of the Company is distributed to the holders of any Class A Common Shares.

- (h) If, in a Liquidation, Dissolution or Winding-up Event, the amount available for distribution to holders of the outstanding Class B Common Shares and Class C Common Shares is insufficient to pay the full amount payable on all outstanding Class B Common Shares and Class C Common Shares, the holders of the issued and outstanding Class B Common Shares and Class C Common Shares shall share ratably in the assets available for distribution to the holders of such shares.
- (i) In a Liquidation, Dissolution or Winding-up Event, the holders of the outstanding Class A Common Shares at the time will, after payment of any amounts payable to the holders of the Class A Preferred Shares, Class B Preferred Shares, Class D Preferred Shares, Class C Preferred Shares, Class B Common Shares and Class C Common Shares, and subject to the rights of holders of any other class of shares of the Company entitled to receive any property or assets of the Company upon such a distribution before or in priority to or concurrently or ratably with the holders of the Class A Common Shares, be entitled to receive any and all of the remaining property and assets of the Company available for distribution *pari passu* on a share-for-share basis in proportion to the number of shares of such class held by each holder.

21.09 Issuance of Preferred Shares

For greater certainty, and without limiting the ability of the directors and the Company to issue any Preferred Shares, or Common Shares for any other purpose, (a) the Company may issue the Class A Preferred Shares or Class B Preferred Shares (i) in exchange for property (including for greater certainty, in exchange for any shares of the Company acquired for cancellation by the Company), including pursuant to the provisions of Sections 51, 85 or 86 of the Tax Act, or (ii) as payment of one or more stock dividends, and (b) the Company may issue the Class C Preferred Shares as payment of one or more stock dividends.

21.10 Consents and Approval

- (a) The consent or approval of the holders of any class of Preferred Shares with respect to any and all matters may be given by one or more instruments signed by all the holders of the issued and outstanding shares of that class or by a resolution passed by at least 2/3rds of the votes at a meeting of the holders of shares of that class duly called for that purpose and held upon at least 14 days' notice, at which the holders of at least 10% of the issued and outstanding shares of that class are present or represented by proxy. If at any such meeting the holders of at least 10% of the issued and outstanding shares of that class are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting may be adjourned to such date being not less than 7 days later and to such time and place as may be appointed by the chairman of the meeting and no notice of such adjourned meeting need to be given. At such adjourned meeting the holders of shares of that class present in person or represented by proxy may transact the business for which the meeting was originally called and the consent or approval of the holders of the shares of that class with respect thereto may be given by at least 2/3rds of the votes cast at such adjourned meeting. The formalities to be observed with respect to the giving of notice of any such meeting and the conduct thereof shall be those from time to time required by the *Business Corporations Act* and prescribed by these Articles with respect to meetings of shareholders. On every poll taken at every such

meeting or adjourned meeting every holder of a share of the applicable class shall be entitled to one vote in respect of each share of that class of which he/she/it is the registered holder.