



**First Supplement to the Tenth Report of KSV
Restructuring Inc.
as Receiver and Manager of
1033803 Ontario Inc. and
1087507 Ontario Limited and
Certain Related Other Property**

September 29, 2022

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COURT FILE NO: CV-18-608978-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BRIDGING FINANCE INC. AS AGENT FOR
2665405 ONTARIO INC.

APPLICANT

- AND -

1033803 ONTARIO INC. AND 1087507 ONTARIO LIMITED

RESPONDENTS

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF *THE BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED

SUPPLEMENT TO THE TENTH REPORT OF
KSV RESTRUCTURING INC.
AS RECEIVER AND MANAGER

SEPTEMBER 29, 2022

1.0 Introduction

1. This report (the “First Supplemental Report”) supplements the Receiver’s Tenth Report to Court dated August 15, 2022 and is filed in response to the affidavit of Aidan Ball of MOD dated September 16, 2022 (the “Ball Affidavit”).
2. Capitalized terms in this First Supplemental Report have the meanings provided to them in the Tenth Report. This Report is subject to the restrictions and qualifications in the Tenth Report. Background information concerning the dispute between MOD and the Receiver is provided in the Tenth Report and has not been repeated herein.

2.0 Response to Ball Affidavit

1. Mr. Ball, at paragraphs 9-16 of the Ball Affidavit, references MOD’s position that the Receiver is a different corporate entity than Forma-Con. For clarity, the Receivership Order appointed KSV as receiver and manager of the Property (as defined in the Receivership Order). The Receivership Order defines Property as “(i) all of the assets, undertakings, and properties of the [FC] Debtors acquired for, or used in relation to a business carried on by the [FC] Debtors, including all proceeds thereof; (ii) the Forma-Con Related Assets; and (iii) 131 Saramia Crescent, the details of which are specified on Schedule B [to the Receivership Order]”¹.

¹ Receivership Order, para. 2.

2. In addition, the Receivership Order authorizes and empowers the Receiver: (i) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of an FC Debtor, for any purpose pursuant to the Receivership Order²; and (ii) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the FC Debtors (or any one of them), the Property or the Receiver, and to settle or compromise any such proceedings³.
3. The Receiver's authority to pursue the Lien Action flows from the terms of the Receivership Order.
4. At paragraph 23 of the Ball Affidavit, Mr. Ball states that 1428508 was dissolved on December 31, 2014, which Mr. Ball notes is 12 days after the date of the Massey Tower Project Agreement. This is not correct. As noted in the Tenth Report, the dissolution only became effective on the date set out in the Articles of Dissolution, which was June 21, 2016⁴.
5. Mr. Ball also states that MOD was first made aware of the corporate documents related to the dissolution of 1428508 when the Tenth Report was served. This is also not correct. The Receiver's counsel in the Lien Action, Mario Forte of Goldman Sloan Nash & Haber LLP, delivered an email to MOD's counsel on March 17, 2022, which included copies of the Minute Books for 1428508 and a description of the Dissolution Agreement (the "March Forte Email"). The attachments to the March Forte Email are the same documents as Appendices D, E, F, G, H, N, O, P⁵ and Q to the Tenth Report. These materials were provided before this motion was scheduled. A copy of the March Forte Email and attachments thereto is attached as Appendix "A".
6. At paragraph 25 of the Ball Affidavit, Mr. Ball states that 1428508 continued to issue Progress Billings to MOD for approximately six months after the effective date of the dissolution (i.e., June 21, 2016). As noted at footnote four of the Tenth Report, the Receiver did make enquiries with the Group's former management and was not able to determine why 1428508 issued Progress Billings after the effective date of its dissolution.
7. At paragraphs 31-38 of the Ball Affidavit, Mr. Ball references the litigation commenced by each of (i) KSV in its capacity as trustee in bankruptcy of the FC Debtors (the "Trustee"); and (ii) E&Y, in its capacity as Monitor of BCCL against John Aquino, the Estate of Michael Solano and certain third parties described as "Suppliers of Interest" (the "TUV Litigation"). The TUV Litigation has no relation to the matters before the Court in this motion. As described in the First Report of the Trustee, the TUV Litigation involved a scheme whereby certain employees of the Group (including John Aquino and Michael Solano) allegedly arranged for co-conspirator third parties to issue false invoices to BCCL and/or the FC Debtors for services which were never provided. These invoices were then paid under circumstances which were outside of the normal payment cycle. The purpose of the scheme was to defraud, defeat, or delay the creditors of Forma-Con by removing funds *from* Forma-Con.

² Receivership Order, para 3(h).

³ Receivership Order, para 3(i).

⁴ Tenth Report, para. 2.3(7).

⁵ The copy of the Dissolution Agreement attached to the March Forte Email was not executed.

8. Importantly, the TUV Litigation did not involve false invoices issued **by** BCCL or the FC Debtors. The TUV Litigation involves the issuance of false invoices issued by purported third party suppliers **to** Forma Con. KSV has not identified any false invoices issued by Forma-Con to MOD (or to any third parties). The TUV Litigation false invoicing scheme had nothing to do with the subject matter of this motion and the Receiver is not aware of any evidence or any allegations that false invoices were issued by 1428508 or 1033803 to MOD with respect to the Massey Tower Project. Each of Progress Billings included in the Tenth Report were submitted to the Construction Manager for review and approval before they were paid by MOD. There have been no fraud allegations made in the pleadings related to the Massey Tower Lien Action.
9. The Receiver has determined that the work set out in the Progress Billings was performed by 1428508 or 1033803, as the case may be, and that MOD received the benefit of such work.

2.1 Receiver's Recommendations

1. Nothing in the Ball Affidavit changes the Receiver's position as set out in the Tenth Report. The Receiver continues to recommend that this Court issue an Order as requested in the Tenth Report.

* * *

All of which is respectfully submitted,

KSV Restructuring Inc.

**KSV RESTRUCTURING INC.,
SOLELY IN ITS CAPACITY RECEIVER AND MANAGER OF
1033803 ONTARIO INC AND 1087507 ONTARIO LIMITED
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

From: Mario Forte
Sent: March-17-22 11:46 AM
To: Farace, Michael <mfarace@millerthomson.com>
Cc: Len Finegold <finegold@gsnh.com>
Subject: Forma Con

Michael,

Further to our discussion this am, I am attaching the corporate records and annual proceedings related to 1) the organization of 10428508 Ontario Limited (o8), and 2) its dissolution. These documents are self-identified above. We understand that these documents were either in the possession of, and/or prepared by the Osler firm and were transmitted to Torys in response to their enquiries. I don't propose to summarize the constating documents of o8 (Articles, Bylaws) other than to point out there is nothing inconsistent with the following.

Shareholders' Register- identifying 1033803 Ontario Inc. (103) as the sole shareholder of o8

Shareholders' Ledger- identifying the original shares issued to Steven Aquino and the transfer to 103 recorded Dec. 30, 2007

Stock Transfer Register – S. Aquino identifying the transfer of 10 common shares as the original incorporator of 108 to 103 recorded Dec. 30. 2007.

Directors' Register- showing Michael Solano as sole director.

Officers' Register- showing Michael Solano as President and Secretary.

Resolutions. pdf – Annual proceedings of o8 which reveals Michael Solano as sole director, President and Secretary, and confirms the transfer of o8 shares from S Aquino to 103 pursuant to the resolution of the sole shareholder 103, **and the dissolution of o8 and the entering into of the Dissolution Agreement.** John Aquino appears to be the signing officer for 103.

Resolutions 2.pdf- annual proceedings (and banking resolutions) for o8 which show 103 signing as sole shareholder where applicable and necessary.

Unanimous Shareholders' Agreement made December 30, 2014 – restricting the power and authority of the director in accordance with the terms of the USA

Dissolution Agreement- summary:

Para 1- general conveyance of all right, title, and interest of o8 to all of its property, assets and business, both real and personal... including contracts, among other things.

Para 2- assumption and undertaking to indemnify

Para 3- preservation of rights on assignment and trust in respect thereof with rights to perform

Para 4- tax indemnity

Para 5- general and specific appointment of 103 as attorney for all purposes to deal with the transfer of the assigned assets

Para 6- further assurances

Para 7- boilerplate

As discussed, we require your client's acknowledgement and agreement that insofar as 08 is the counterparty to MOD, your client will accept that the receiver is authorized and empowered to act in respect of all matters and things in relation to the prosecution of the lien claim and the action and it will not raise the receiver's status in any manner which questions its authority to do so. On this basis, we suggest that there would be no further need for the hearing on the 28th.

We require an answer on an urgent basis as the receiver will have to commence preparing its materials very shortly and in the circumstances incurring such costs is unnecessary.

Best,

Mario

Mario Forte
Counsel



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5. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.

Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.

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

6. The classes and any maximum number of shares that the corporation is authorized to issue:

Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:

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

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

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

The rights of the holders of Common Shares of the Corporation are equal in all respects and include the rights,

(a) to vote at all meetings of shareholders; and,

(b) to receive the remaining property of the Corporation upon dissolution.

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

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

No shares of the Corporation shall be transferred without the consent of the directors of the Corporation expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all of the directors then in office.

9. Other provisions, if any, are:

Autres dispositions, s'il y a lieu:

SEE PAGES 5A AND 5B ATTACHED HERETO AND FORMING PART HEREOF.

- (a) The number of shareholders of the Corporation, exclusive of persons who are in the employment of the Corporation and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.
- (c) Subject to the provisions of the *Business Corporations Act* (Ontario) as amended or re-enacted from time to time, the directors may, without authorization of the shareholders:
 - (i) borrow money on the credit of the Corporation;
 - (ii) issue, re-issue, sell or pledge debt obligations of the Corporation;
 - (iii) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person;
 - (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation;
 - (v) by resolution, delegate any or all such powers to a director, a committee of directors or an officer of the Corporation.

Nothing in this subparagraph shall limit or restrict the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

- (d) Except in the case of any class or series of shares of the Corporation listed on a stock exchange, the Corporation shall have a lien on the shares registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.
- (e) The holders of any fractional shares issued by the Corporation shall be entitled to exercise voting rights and to receive dividends in respect of each such fractional share.
- (f) Holders of shares of any class or series shall not be entitled to dissent nor to vote separately as a class or series upon a proposal to amend the articles of the Corporation to:
 - (i) increase or decrease any maximum number of authorized shares of such class or series, or increase any maximum number of authorized shares of a class or series having rights or privileges equal or superior to the shares of such class or series;
 - (ii) effect an exchange, reclassification or cancellation of the shares of such class or series; or
 - (iii) create a new class or series of shares equal or superior to the shares of such class or series.

10. The names and addresses of the incorporators are
 Nom et adresse des fondateurs
 First name, initials and surname or corporate name
 Prénom, initiale et nom de famille ou dénomination sociale

Full address for service or address of registered office
 or of principal place of business giving street & No.
 or R.R. No., municipality and postal code

Domicile élu, adresse du siège social ou adresse de
 l'établissement principal, y compris la rue et le numéro, le
 numéro de la R.R., le nom de la municipalité et le code
 postal

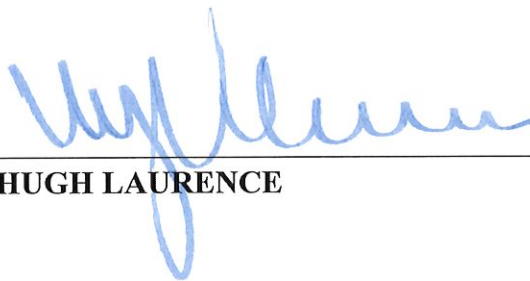
HUGH LAURENCE

**250 YONGE STREET, SUITE 2400
 TORONTO, ONTARIO M5B 2M6**

These articles are signed in duplicate

Les présents statuts sont signés en double exemplaire.

Signatures of incorporators / Signatures des fondateurs



HUGH LAURENCE

BY-LAW NO. 1

A by-law relating generally to the regulation of the
business and affairs of

1428508 ONTARIO LIMITED

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RESOLVED as a by-law of **1428508 Ontario Limited** (hereinafter called the
“Corporation”) as follows:

Section One INTERPRETATION

1.1 Definitions.

In this by-law and in all other by-laws of the Corporation, unless the context otherwise requires:

- (a)** “Act” means the Business Corporations Act (Ontario) as amended or re-enacted from time to time and includes the regulations made pursuant thereto;
- (b)** “board” means the board of directors of the Corporation;

- (c) "by-laws" means all by-laws of the Corporation;
- (d) "director" means a director of the Corporation; and
- (e) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the Interpretation Act (Ontario); and
- (f) "number of directors" means the number of directors provided for in the articles or, where a minimum and maximum number of directors is provided for in the articles, the number of directors determined by a special resolution or resolution of the board where it is empowered by special resolution to determine the number of directors.

1.2 All terms used in the by-laws of the Corporation which are defined in the Act shall have the meanings given to such terms under the Act.

1.3 In all by-laws of the Corporation, the singular shall include the plural and the plural the singular and words importing gender include the masculine, feminine and neuter genders.

1.4 Headings used in the by-laws are for convenience of reference only and shall not affect the construction or interpretation thereof.

1.5 If any of the provisions contained in this by-law are inconsistent with those contained in the articles or a unanimous shareholder agreement, the provisions contained in the articles or unanimous shareholder agreement, as the case may be, shall prevail.

Section Two DIRECTORS

2.1 **Quorum.** The quorum for the transaction of business at any meeting of the board shall consist of a majority of the number of directors; provided that where the number of directors of the Corporation is two directors, both directors must be present at any meeting of the board to constitute a quorum.

2.2 **Qualification.** No person shall be qualified for election as a director if he is less than 18 years of age; if he is of unsound mind and has been so found by a court in Canada or elsewhere; if he is not an individual; or if he has the status of a bankrupt. A director need not be a shareholder. A majority of the directors shall be resident Canadians provided that if the number of directors is fewer than three, at least one shall be a resident Canadian.

2.3 **Election and Term.** The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders. A director not elected for an expressly stated term shall cease to hold office at the close of the first annual meeting following his election or appointment. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

2.4 Removal of Directors. Subject to the provisions of the Act, the shareholders may by ordinary resolution passed at an annual or special meeting remove any director from office and the vacancy created by such removal may be filled at the same meeting failing which it may be filled by the directors.

2.5 Vacation of Office. A director ceases to hold office when he dies; he is removed from office by the shareholders; he ceases to be qualified for election as a director; or his written resignation is received by the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later; provided that a director named in the articles is not permitted to resign his office unless at the time the resignation is to become effective a successor is elected or appointed.

2.6 Vacancies. Subject to the provisions of the Act, if a quorum of the board remains in office, the board may fill a vacancy in the board, except:

- (a) a vacancy resulting from (i) an increase in the number of directors otherwise than by a resolution of the directors, or in the maximum number of directors, or from (ii) a failure to elect the number of directors required to be elected at any meeting of the shareholders; or
- (b) where the directors are empowered to determine the number of directors, if, after such appointment, the total number of directors would be greater than one and one-third times the number of directors required to have been elected at the last annual meeting of shareholders.

In the absence of a quorum of the board, or if the board is not permitted to fill such vacancy, the board shall forthwith call a special meeting of shareholders to fill the vacancy. If the board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

2.7 Remuneration and Expenses. The directors shall be paid such remuneration for their services as the board may from time to time determine and shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

Section Three MEETINGS OF DIRECTORS

3.1 Canadian Majority. The board shall not transact business at a meeting, other than filling a vacancy in the board, unless a majority of the directors present are resident Canadians, except where

- (a) a resident Canadian director who is unable to be present approves in writing or by telephone or other communications facilities the business transacted at the meeting;
- (b) a majority of resident Canadians would have been present had that director been present at the meeting; and
- (c) the Corporation has only one or two directors, that director or one of the two directors, as the case may be, shall be a resident Canadian.

3.2 Meetings by Telephone. If all the directors present at or participating in the meeting consent, any or all of the directors may participate in a meeting of the board or of a committee of the board by means of such telephone, electronic or other communications facilities as to permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and any director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board held while a director holds office.

3.3 Place of Meetings. Meetings of the board may be held at any place within or outside Ontario. In any financial year of the Corporation, a majority of the meetings of the board need not be held within Canada.

3.4 Calling of Meetings. Meetings of the board may be convened at any time by the president or any director upon notice given to all directors in accordance with subsection 3.5.

3.5 Notice of Meeting. Notice of the time and place of each meeting of the board shall be given in the manner provided in subsection 11.1 to each director (a) not less than 48 hours before the time when the meeting is to be held if the notice is mailed, or (b) not less than 24 hours before the time the meeting is to be held if the notice is given personally or is delivered or is sent by any means of transmitted or recorded communication.

3.6 Waiver of Notice. A director may in any manner or at any time waive notice of or otherwise consent to a meeting of the board. Attendance of a director at a meeting of the board shall constitute a waiver of notice of that meeting except where a director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been properly called.

3.7 First Meeting of New Board. Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

3.8 Adjourned Meeting. Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

3.9 Regular Meetings. The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

3.10 Chairman. The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who, with the exception of the Chairman of the Board, is a director and is present at the meeting: chairman of the board, managing director, president, or a vice-president (in order of seniority). If no such officer is present, the directors present shall choose one of their number to be chairman.

3.11 Votes to Govern. At all meetings of the board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.

3.12 One Director Meeting. Where the board consists of only one director, that director may constitute a meeting.

Section Four COMMITTEES

4.1 Committee of Directors. The board may appoint from their number one or more committees of the board, however designated, and delegate to such committee any of the powers of the board except those which, under the Act, a committee of the board has no authority to exercise. A majority of the members of any such committee shall be resident Canadians.

4.2 Audit Committee. If the Corporation is an offering corporation the board shall, and otherwise the board may, constitute an audit committee composed of not fewer than three directors, a majority of whom are not officers or employees of the Corporation or any of its affiliates, and who shall hold office until the next annual meeting of shareholders. The audit committee shall have the powers and duties provided in the Act.

4.3 Transaction of Business. The powers of a committee of the board may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place within or outside Ontario.

4.4 Procedure. Unless otherwise determined by the board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure. To the extent that the board or the committee does not establish rules to regulate the procedure of the committee, the provisions of this by-law applicable to meetings of the board shall apply mutatis mutandis.

Section Five OFFICERS

5.1 Appointment. The board may designate the offices of the Corporation and from time to time appoint a chairman of the board, managing director (provided he is a resident Canadian), president, one or more vice-presidents (to which title may be added words indicating seniority or function), a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. One person may hold more than one office and, except for the chairman of the board and the managing director, an officer need not be a director.

5.2 Chairman of the Board. If appointed, the board may assign to the chairman of the board any of the powers and duties that are by any provisions of this by-law assigned to the managing director or to the president and subject to the Act, such other powers and duties as the board may specify. The chairman of the board shall, when present, preside at all meetings of the board and shareholders. Subject to subsections 3.10 and 7.9, during the absence or disability of the chairman of the board, his duties shall be performed and his powers exercised by the first mentioned of the following officers then in office: the managing director, the president, or a vice-president (in order of seniority).

5.3 Managing Director. If appointed, the managing director shall be the chief executive officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation; and he shall, subject to the provisions of the Act, have such other powers and duties as the board may specify. During the absence or disability of the president, or if no president has been appointed, the managing director shall also have the powers and duties of that office.

5.4 President. If appointed, the president shall have general supervision of the business and affairs of the Corporation, subject to the direction and authority of the board, the chairman of the board and the managing director; and he shall have such other powers and duties as the board may specify. During the absence or disability of the managing director, or if no managing director has been appointed, the president shall also have the powers and duties of that office. In the absence of the appointment of a managing director or the designation of the chairman of the board as such, the president shall be the chief executive officer of the Corporation. Otherwise, the president shall be the chief operating officer of the Corporation.

5.5 Vice-President. The vice-president, or if more than one, the vice-presidents, in order of seniority as designated by the board, shall be vested with all the powers and perform all the duties of the president in his absence, inability or refusal to act except that he shall not preside at any meeting of the directors unless he is appointed to do so by the board. A vice-president shall have such powers and duties as the board or the chief executive officer may specify.

5.6 Secretary. The secretary shall attend and be the secretary of all meetings of the board, shareholders and committees of the board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers and auditors; he shall be the custodian of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the board or the chief executive officer may specify.

5.7 Treasurer. The treasurer shall keep or cause to be kept proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he shall render to the board whenever required an account of all his transactions as treasurer and of the financial position of the corporation; and he shall have such other powers and duties as the board or the chief executive officer may specify.

5.8 Powers and Duties of Other Officers. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board or the chief executive officer otherwise directs.

5.9 Variation of Powers and Duties. Subject to the provisions of the Act, the board may from time to time vary, add to or limit the powers and duties of any officer.

5.10 Term of Office. The board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise, each officer appointed by the board shall hold office until his successor is appointed, except that the term of office of the chairman of the board or managing director shall expire when the holder thereof ceases to be a director.

5.11 Agents and Attorneys. The board shall have power from time to time to appoint agents or attorneys for the Corporation in or out of Ontario with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

5.12 Fidelity Bonds. The board may require such officers, employees and agents of the Corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

Section Six PROTECTION OF DIRECTORS AND OFFICERS

6.1 Limitation of Liability. No director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer, employee, or agent, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

6.2 Indemnity. The Corporation shall indemnify and save harmless every director or officer, every former director or officer, and every person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives,

from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

6.3 Insurance. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of any person referred to in subsection 6.2 hereof, as the board may from time to time determine.

Section Seven MEETINGS OF SHAREHOLDERS

7.1 Annual Meetings. The annual meeting of shareholders shall be held at such time in each year and, subject to subsection 7.3, at such place as the board, the chairman of the board, the managing director or the president may from time to time determine, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing auditors and fixing or authorizing the board to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.

7.2 Special Meetings. The board, the chairman of the board, the managing director or the president or any registered shareholder shall have power to call a special meeting of shareholders at any time.

7.3 Place of Meetings. Meetings of shareholders shall be held at the place where the registered office of the Corporation is situate or, if the board shall so determine, at some other place within or outside of Ontario.

7.4 Meetings by Telephone. If all the shareholders present at or participating in the meeting consent, any or all of the shareholders may participate in a meeting of the shareholders by means of such telephone, electronic or other communications facilities as to permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and any shareholder participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the shareholders while such individual(s) continue to be a shareholder.

7.5 Notice of Meetings. Notice of the time and place of each meeting of shareholders (and of each meeting of shareholders adjourned for an aggregate of 30 days or more) shall be given in the manner provided in subsection 11.1 not less than ten days (or such lesser number of days then required under the Act or any other applicable legislation, regulation or administrative policy), unless the Corporation is an offering corporation in which case not less

than 21 days, nor, in either case, more than 50 days before the date of the meeting, to each director, to the auditor and to each shareholder who at the close of business on the record date for notice, if any, is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the financial statements and auditor's report, election of directors and re-appointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit a shareholder to form a reasoned judgment thereon and shall state the text of any special resolution or by-law to be submitted to the meeting. A shareholder and any other person entitled to attend a meeting of shareholders may in any manner and at any time waive notice of or otherwise consent to a meeting of shareholders. Attendance of any such person at a meeting of shareholders shall constitute a waiver of notice of the meeting except where he attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not properly called.

7.6 List of Shareholders Entitled to Notice. For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares entitled to vote at the meeting held by each shareholder. If a record date for the meeting is fixed pursuant to subsection 7.7, the shareholders listed shall be those registered at the close of business on the record date and such list shall be prepared not later than ten days after such record date. If no record date is fixed, the list shall be prepared at the close of business on the day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held and shall list all shareholders registered at such time. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

7.7 Record Date for Notice. The board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than 50 days and not less than 21 days, for the determination of the shareholders entitled to notice of the meeting; and notice of any such record date shall be given not less than seven days before such record date by newspaper advertisement in the manner provided in the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the day immediately preceding the day on which the notice is given.

7.8 Meetings Without Notice. A meeting of shareholders may be held without notice at any time and place permitted by the Act in accordance with the requirements of the Act and any other applicable legislation, regulation or administrative policy. At such a meeting, any business may be transacted which the Corporation at a meeting of shareholders may transact.

7.9 Chairman, Secretary and Scrutineers. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: chairman of the board, managing director, president, or a vice-president who is a shareholder. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of

their number to be chairman. If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

7.10 Persons Entitled to be Present. The only persons entitled to be present at a meeting of the shareholders shall be those entitled to vote thereat, the directors and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act, the articles or the by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

7.11 Quorum. A quorum for the transaction of business at any meeting of shareholders shall be two persons, present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy for an absent shareholder so entitled. Notwithstanding the foregoing, if the Corporation has only one shareholder, or only one shareholder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting and a quorum for such meeting.

7.12 Right to Vote. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in subsection 7.6, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the date on which the list is prepared or, where a record date has been fixed, after the record date and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time prior to the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders, every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting.

7.13 Proxies. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

7.14 Time for Deposit of Proxies. The board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than 48 hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

7.15 Joint Shareholders. If two or more persons hold shares jointly, any one of them present in person or represented by proxy at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented by proxy and vote, they shall vote as one the shares jointly held by them.

7.16 Votes to Govern. At any meeting of shareholders every question shall, unless otherwise required by law, be determined by the majority of the votes cast on the question. In the case of an equality of votes either upon a show of hands or upon a ballot, the chairman of the meeting shall not be entitled to a second or casting vote.

7.17 Show of Hands. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by a show of hands unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting as to the result of the vote upon the question and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of such question, and the result of the vote so taken shall be the decision of the shareholders upon such question.

7.18 Ballots. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may demand a ballot. A ballot so demanded shall be taken in such manner as the chairman shall direct. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot. The result of the ballot so taken shall be the decision of the shareholders upon the question.

7.19 Resolution in Writing. A resolution in writing signed by all of the shareholders entitled to vote on that resolution at a meeting of shareholders (or such lesser number of shareholders as are then required for a written resolution to be effective pursuant to the Act and any other applicable legislation, regulation or administrative policy) is as valid as if it had been passed at a meeting of the shareholders unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditor in accordance with the Act.

Section Eight SECURITIES

8.1 Registration of Transfer. Subject to the provisions of the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the articles and upon satisfaction of any lien referred to in subsection 8.4.

8.2 Transfer Agents and Registrars. The board may from time to time appoint a registrar to maintain the securities register and a transfer agent to maintain the register of transfers and may also appoint one or more branch registrars to maintain branch securities registers and one or more branch transfer agents to maintain branch registers of transfers, but one person may be appointed both registrar and transfer agent. The board may at any time terminate any such appointment.

8.3 Lien on Shares. The Corporation has a lien on any share or shares registered in the name of a shareholder or his legal representative for any debt of that shareholder to the Corporation.

8.4 Enforcement of Lien. The lien referred to in subsection 8.3 may be enforced by any means permitted by law and:

- (a) where the share or shares are redeemable pursuant to the articles of the Corporation by redeeming such share or shares and applying the redemption price to the debt;
- (b) subject to the Act, by purchasing the share or shares for cancellation for a price equal to the book value of such share or shares and applying the proceeds to the debt;
- (c) by selling the share or shares to any third party whether or not such party is at arm's length to the Corporation, and including, without limitation, any officer or director of the Corporation, for the best price which the directors consider to be obtainable for such share or shares; or
- (d) by refusing to register a transfer of such share or shares until the debt is paid.

8.5 Security Certificates. Every holder of securities of the Corporation shall be entitled, at his option, to a security certificate, or to a non-transferable written acknowledgement of his right to obtain a security certificate, stating the number and designation, class or series of securities held by him as shown on the securities register. Security certificates and acknowledgements of a securities holder's right to a security certificate, respectively, shall be in such form as the board shall from time to time approve. Any security certificate shall be signed in accordance with subsection 10.1. A security certificate shall be signed manually by at least one director or officer of the Corporation or by or on behalf of the transfer agent and/or registrar. Any additional signatures required may be printed or otherwise mechanically reproduced. A security certificate executed as aforesaid shall be valid notwithstanding that one of the directors or officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.6 Replacement of Security Certificates. The board, any officer or any agent designated by the board may in its or his discretion direct the issue of a new security certificate in lieu of and upon cancellation of a security certificate that has been mutilated. In the case of a

security certificate claimed to have been lost, destroyed or wrongfully taken, the board, any officer or any agent designated by the board shall issue a substitute security certificate if so requested before the Corporation has notice that the security has been acquired by a bona fide purchaser. The issuance of the substitute security certificate shall be on such reasonable terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board or the officer or the agent designated by the board responsible for such issuance may from time to time prescribe, whether generally or in any particular case.

8.7 Joint Shareholders. If two or more persons are registered as joint holders of any security, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such security.

8.8 Deceased Security Holders. Subject to the provisions of paragraph 8.9 below, in the event of the death of a holder of any security, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make payment of any dividends thereon except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation, which reasonable requirements shall in the discretion of the board not necessarily include the production of letters probate or letters of administration.

8.9 Deceased Jointly-Held Security Holders. Where a share is registered in the name of two or more persons as joint holders with rights of survivorship, upon satisfactory proof of the death of one joint holder and without the requirement of letters probate or letters of administration, the Corporation shall treat the surviving joint holder(s) as the sole owner(s) of the share effective as of the date of death of such joint holder and the Corporation shall make the appropriate entry in the securities register to reflect such ownership.

Section Nine DIVIDENDS AND RIGHTS

9.1 Dividends. Subject to the provisions of the Act, the board may from time to time by resolution declare and the Corporation may pay dividends to the shareholders according to their respective rights and interests in the Corporation.

Dividends may be paid in money or property, subject to the restrictions on the declaration and payment thereof under the Act, or by issuing fully paid shares of the Corporation or options or rights to acquire fully paid shares of the Corporation.

9.2 Dividend Cheques. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to

the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold.

9.3 Non-receipt of Cheques. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

9.4 Record Date for Dividends and Rights. The board may fix in advance a date as a record date for the determination of the persons entitled to receive payment of dividends and to subscribe for securities of the Corporation, provided that such record date shall not precede by more than 50 days the particular action to be taken. Notice of any such record date shall be given not less than seven days before such record date, by newspaper advertisement in the manner provided in the Act, unless notice of the record date is waived by every holder of a share of the class or series affected whose name is set out in the securities register at the close of business on the day the directors fix the record date. If the shares of the Corporation are listed for trading on one or more stock exchanges in Canada, notice of such record date shall also be sent to such stock exchanges. Where no record date is fixed in advance as aforesaid, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

9.5 Unclaimed Dividends. Any dividend unclaimed after a period of six years from the date on which it has been declared to be payable shall be forfeited and shall revert to the Corporation.

Section Ten GENERAL

10.1 Execution of Instruments. Contracts, documents and other instruments in writing may be signed on behalf of the Corporation by such person or persons as the board may from time to time by resolution designate. In the absence of an express designation as to the persons authorized to sign either contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing, any one of the directors or officers of the Corporation may sign contracts, documents or instruments in writing on behalf of the Corporation. The corporate seal, if any, of the Corporation may be affixed to any contract, obligation or instrument in writing requiring the corporate seal of the Corporation by any person authorized to sign the same on behalf of the Corporation.

The phrase "contracts, documents and other instruments in writing" as used in this provision shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of securities, all paper writings, all cheques, drafts or orders for the payment of money and all notes, acceptances and bills of exchange.

10.2 Voting Rights in other Corporations. All securities carrying voting rights of any other corporation held from time to time by the Corporation may be voted at any and all meetings of shareholders, bond holders, debenture holders or holders of other securities (as the case may be) of such other corporation and in such manner as the board may from time to time determine. Any person or persons authorized to sign on behalf of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine.

Section Eleven NOTICES

11.1 Method of Sending Notice. Any notice (which term includes any communication or document) to be sent pursuant to the Act, the articles, the by-laws or otherwise to a shareholder, director, officer, or to the auditor shall be sufficiently sent if delivered personally to the person to whom it is to be sent or if delivered to his recorded address or if mailed to him at his recorded address by prepaid mail or if sent to him at his recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been sent when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been sent when deposited in a post office or public letter box and shall be deemed to have been received on the fifth day after so depositing; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been sent when dispatched by the Corporation if it uses its own facilities and otherwise when delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer or auditor in accordance with any information believed by him to be reliable. The recorded address of a director shall be his latest address as shown in the records of the Corporation or in the most recent notice filed under the Corporations Information Act, whichever is the more current.

11.2 Notice to Joint Shareholders. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice sent to one of such persons shall be sufficient notice to all of them.

11.3 Computation of Time. In computing the date when notice must be sent under any provision requiring a specified number of days notice of any meeting or other event, both the date of sending the notice and the date of the meeting or other event shall be excluded.

11.4 Undelivered Notices. If any notice sent to a shareholder pursuant to subsection 11.1 is returned on three consecutive occasions because the shareholder cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.5 Omissions and Errors. The accidental omission to send any notice to any shareholder, director, officer or to the auditor or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.6 Persons Entitled by Operation of Law. Every person who, by operation of law, transfer or by any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly sent to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled).

11.7 Deceased Shareholders. Any notice duly sent to any shareholder shall be deemed to have been duly served in respect of the shares held by the shareholder (whether held solely or with other persons), notwithstanding that such shareholder is then deceased and whether or not the Corporation has notice of his death, until some other person is entered in his stead in the securities register of the Corporation as the holder or as one of the holders thereof and such service shall for all purposes be deemed a sufficient service of notice to his heirs, executors or administrators and all persons, if any, interested with him in such shares.

11.8 Waiver of Notice. Any shareholder (or his duly appointed proxyholder), director, officer or auditor may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provisions of the Act, the regulations thereunder, the articles, the by-laws or otherwise and such waiver or abridgement shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board which may be given in any manner.

11.9 Execution of Notices. The signature of any director or officer of the Corporation to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

11.10 Proof of Service. A certificate of any officer or director of the Corporation in office at the time of making of the certificate or of an agent of the Corporation as to facts in relation to the sending of any notice to any shareholder, director, officer or auditor or publication of any notice shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer or auditor of the Corporation, as the case may be.

The foregoing resolution making By-law No. 1 of the Corporation, being a by-law relating generally to the regulation of the business and affairs of the Corporation, is hereby signed by the sole director of the Corporation.

DATED the 6th day of July, 2000.



Michael Solano

The foregoing By-law No. 1 of the Corporation, made by the sole director, is hereby confirmed by the sole shareholder of the Corporation entitled to vote at a meeting of shareholders.

DATED the 6th day of July, 2000.



Steven Aquino

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
1428508 ONTARIO LIMITED**

WHEREAS 1428508 Ontario Limited (the "**Corporation**") has the power and capacity to borrow money upon the credit of the Corporation, to guarantee the liabilities, indebtedness and obligations of others, to issue securities of the Corporation and to mortgage and charge any or all of the real and personal property of the Corporation;

AND WHEREAS The Bank of Nova Scotia (the "**Lender**") has committed to provide certain credit facilities pursuant to a the terms of a commitment letter (the "**Commitment Letter**") dated August 16, 2006 issued by the Lender to Bondfield Construction Company Limited (the "**Borrower**");

AND WHEREAS it is in the interests of the Corporation to guarantee the present and future obligations of the Borrower to the Lender arising under the Commitment Letter and to grant in favour of the Lender security for all present and future indebtedness, liabilities and obligations of the Corporation to the Lender and therein mortgage, charge, assign, transfer and otherwise encumber and grant security interests in all its present and future undertaking, property and assets;

NOW THEREFORE BE IT RESOLVED THAT:

1. the execution and delivery by the Corporation to the Lender of the Commitment Letter, as the same may be amended from time to time, is hereby authorized, ratified and confirmed;
2. the Corporation do execute and deliver to the Lender a guarantee (the "**Guarantee**") of all present and future obligations of the Borrower to the Lender arising under and evidenced by the Commitment Letter, such Guarantee to be substantially in the form and to contain the terms and conditions of the draft Guarantee presented to the directors of the Corporation, subject to such alterations, amendments or additions to which any officer or director of the Corporation may agree;
3. the Corporation do enter into, execute and deliver to the Lender a general security agreement (the "**GSA**"), such GSA to be substantially in the form and to contain the provisions of the draft GSA presented to the directors of the Corporation, subject to such alterations, amendments or additions to which any officer or director of the Corporation may agree;
4. the Corporation do mortgage, charge, assign and otherwise transfer, set over, encumber and grant security interests in all of the Corporation's present and future equipment, inventory, intangibles, undertaking and other property and assets as security for payment and performance of all of the indebtedness, liabilities and obligations owing from time to time to the Lender arising under the Guarantee, all as provided for in the GSA;

5. the Corporation do execute and deliver any additional documents, covenants, agreements, instruments or security requested by the Lender, including any documents required to be delivered as contemplated by the Commitment Letter (collectively, the "**Additional Documents**"), such Additional Documents to be substantially in the form and to contain the terms and conditions of the draft additional documents presented to the directors of the Corporation, subject to such alterations, amendments or additions to which any officer or director of the Corporation may agree;

6. the execution by any officer or director of the Corporation of the Guarantee, the GSA and any Additional Documents (collectively, the "**Documents**") shall be conclusive proof of his/her agreement to any amendments, alterations or additions incorporated therein;

7. any officer or director of the Corporation be and is hereby authorized to execute and deliver each of the Documents on behalf of the Corporation and each of the officers and directors of the Corporation is hereby authorized to execute all such other documents and writings and do such acts and things as may be necessary for fulfilling the Corporation's obligations to the Lender arising under or pursuant to the Document.

THE FOREGOING RESOLUTION is hereby consented to by the signature of the Sole Director of the Corporation pursuant to the *Business Corporations Act* (Ontario), as evidenced by his signature hereto.

DATED this 10th day of October, 2006.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENT

1. The financial statement of the Corporation for the fiscal year ended December 30, 2006, together with the report of the Corporation's accountants appended to such financial statement be and the same is hereby approved.
2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

THE FOREGOING RESOLUTIONS is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED March 16, 2007.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2006, together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

Michael Solano

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole Shareholder of the Corporation hereby consent to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.

APPOINTMENT OF ACCOUNTANTS

5. ~~Max Abduk Madhan~~ GOLDFARB, SHULMAN, PATEL & CO. LLP. and is hereby appointed accountant of the Corporation for the ensuing fiscal year at a remuneration to be fixed by the Board of Directors.

THE FOREGOING RESOLUTIONS is hereby consented to by the sole Shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED March 16, 2007.

1033803 Ontario Limited

Per: 

Name: Ralph Aquino

Title: President

I have authority to bind the Corporation

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

APPOINTMENT OF OFFICERS

1. The following person be and is hereby appointed officers of the Corporation for the ensuing fiscal year or until his/her successors are elected or appointed:

**PRESIDENT:
SECRETARY:**

**Michael Solano
Michael Solano**

THE FOREGOING RESOLUTION is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED March 16, 2007.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENT

1. The financial statement of the Corporation for the fiscal year ended December 30, 2007, together with the report of the Corporation's accountants appended to such financial statement be and the same is hereby approved.
2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

THE FOREGOING RESOLUTIONS is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED May 20, 2008.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2007, together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

Michael Solano

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole Shareholder of the Corporation hereby consent to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.

APPOINTMENT OF ACCOUNTANTS

5. ~~Mr. Abdul Madhan~~ GOLDFARB, SHULMAN, PATEL & CO. LLP, be and is hereby appointed accountant of the Corporation for the ensuing fiscal year at a remuneration to be fixed by the Board of Directors.

THE FOREGOING RESOLUTIONS is hereby consented to by the sole Shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED May 20, 2008.

1033803 Ontario Limited

Per: 

Name: Ralph Aquino

Title: President

I have authority to bind the Corporation

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

APPOINTMENT OF OFFICERS

1. The following person be and is hereby appointed officers of the Corporation for the ensuing fiscal year or until his/her successors are elected or appointed:

**PRESIDENT:
SECRETARY:**

**Michael Solano
Michael Solano**

THE FOREGOING RESOLUTION is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED May 20, 2008.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENT

1. The financial statement of the Corporation for the fiscal year ended December 30, 2008, together with the report of the Corporation's accountants appended to such financial statement be and the same is hereby approved.
2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

THE FOREGOING RESOLUTIONS is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED May 15, 2009.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2008, together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

Michael Solano

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole Shareholder of the Corporation hereby consent to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.


APPOINTMENT OF ACCOUNTANTS

5. ~~XXXXXX Madam~~ GOLDFARB, SHULMAN, PATEL & CO. LLP.
XXXXXX Madam be and is hereby appointed accountant of the Corporation for the ensuing fiscal year at a remuneration to be fixed by the Board of Directors.

THE FOREGOING RESOLUTIONS is hereby consented to by the sole Shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED May 15, 2009.

1033803 Ontario Limited

Per: 
Name: Ralph Aquino
Title: President
I have authority to bind the Corporation

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

APPOINTMENT OF OFFICERS

1. The following person be and is hereby appointed officers of the Corporation for the ensuing fiscal year or until his/her successors are elected or appointed:

PRESIDENT:	Michael Solano
SECRETARY:	Michael Solano

THE FOREGOING RESOLUTION is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED May 15, 2009.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENT

1. The financial statement of the Corporation for the fiscal year ended December 30, 2009, together with the report of the Corporation's accountants appended to such financial statement be and the same is hereby approved.
2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

THE FOREGOING RESOLUTIONS is hereby consented to by the Sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED March 5, 2010.



Michael Solano

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2009, together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

Michael Solano

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole Shareholder of the Corporation hereby consent to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.

APPOINTMENT OF ACCOUNTANTS

PRICEWATERHOUSECOOPERS LLP.

5. ~~Mr. Abdul Wahid~~ be and is hereby appointed accountant of the Corporation for the ensuing fiscal year at a remuneration to be fixed by the Board of Directors.

THE FOREGOING RESOLUTIONS is hereby consented to by the sole Shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED March 5, 2010.

1033803 Ontario Limited

Per: 

Name: Ralph Aquino

Title: President

I have authority to bind the Corporation

**RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO LIMITED
(the "Corporation")**

WHEREAS the Corporation wishes to terminate its banking relationship with the Ban of Nova Scotia effective immediately.

AND WHEREAS the Corporation deems it in its interest to enter into a new banking relationship with the National Bank of Canada.

BE IT RESOLVED THAT:

THAT the banking relationship of the Corporation with the Bank of Nova Scotia is terminated immediately.

THAT the Corporation initiate and enter into a banking relationship with the National Bank of Canada.

THAT any officer of the Corporation be authorized to sign documents and instruments to give effect to the above resolutions.

THE FOREGOING RESOLUTIONS are hereby consented to by the sole Director of the Corporation as evidenced by his signature hereto pursuant to the *Business Corporations Act* (Ontario).

DATED this 12th day of March, 2009.



Michael Solano

THE FOREGOING RESOLUTIONS are hereby consented to by the sole Shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 12th day of March, 2009.

1033803 Ontario Inc.

Per: 

Name:

Title:

I have authority to bind the Corporation

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2010, together with the report of the Corporation's accountants appended to such financial statements be and the same are hereby approved.
2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

EACH AND EVERY OF THE FOREGOING RESOLUTIONS is hereby consented to by the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 10th day of March, 2011.



MICHAEL SOLANO

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2010, together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

MICHAEL SOLANO

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole shareholder of the Corporation hereby consents to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.


APPOINTMENT OF ACCOUNTANTS

5. PRICEWATERHOUSECOOPERS LLP be and is hereby appointed accountants of the Corporation for the ensuing fiscal year at a remuneration to be fixed by the Board of Directors.

EACH AND EVERY OF THE FOREGOING RESOLUTIONS is hereby consented to by the sole shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 10th day of March, 2011.

1033803 ONTARIO LIMITED

Per: 
Name: Ralph Aquino
Title: President
I have authority to bind the Corporation.

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

APPOINTMENT OF OFFICERS

The following person be and is hereby appointed officer of the Corporation for the ensuing fiscal year or until his successor is elected or appointed:

President:	Michael Solano
Secretary:	Michael Solano

THE FOREGOING RESOLUTION is hereby consented to by the signature of the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 10th day of March, 2011.



MICHAEL SOLANO

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statement of the Corporation for the fiscal year ended December 30, 2011 together with the report of the Corporation's accountants appended to such financial statement be and the same is hereby approved.

2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

EACH AND EVERY OF THE FOREGOING RESOLUTIONS is hereby consented to by the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 7th day of May, 2012.



MICHAEL SOLANO

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 30, 2011 together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

MICHAEL SOLANO

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole Shareholder of the Corporation hereby consents to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.

APPOINTMENT OF ACCOUNTANTS

5. PRICEWATERHOUSECOOPERS LLP be and is hereby appointed accountant of the Corporation for the ensuing fiscal year at a remuneration to be fixed by the Board of Directors.

EACH AND EVERY OF THE FOREGOING RESOLUTIONS is hereby consented to by the sole Shareholder of the Corporation as evidenced by its signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 7th day of May, 2012.

1033803 Ontario Limited

Per: 

Name: Ralph Aquino

Title: President

I have authority to bind the Corporation

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

APPOINTMENT OF OFFICERS

The following person be and is hereby appointed officers of the Corporation for the ensuing fiscal year or until his/her successors are elected or appointed:

**President: Michael Solano
Secretary: Michael Solano**

THE FOREGOING RESOLUTION is hereby consented to by the signature of the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 7th day of May, 2012.



MICHAEL SOLANO

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statement of the Corporation for the fiscal year ended December 30, 2012 together with the report of the Corporation's accountants appended to such financial statement be and the same is hereby approved.
2. The approval of the Board of Directors be evidenced in accordance with the provisions of the *Business Corporations Act* (Ontario).

EACH AND EVERY OF THE FOREGOING RESOLUTIONS is hereby consented to by the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 9th day of May, 2013.



MICHAEL SOLANO

**ANNUAL RESOLUTION OF THE SOLE DIRECTOR
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

APPOINTMENT OF OFFICERS

The following person be and is hereby appointed officers of the Corporation for the ensuing fiscal year or until his/her successors are elected or appointed:

President: Michael Solano

Secretary: Michael Solano

THE FOREGOING RESOLUTION is hereby consented to by the signature of the sole Director of the Corporation as evidenced by his signature hereto pursuant to the provisions of the *Business Corporations Act* (Ontario).

DATED the 9th day of May, 2013.



MICHAEL SOLANO

**ANNUAL RESOLUTION OF THE SOLE SHAREHOLDER
OF
1428508 ONTARIO INC.
(the "Corporation")**

BE IT RESOLVED THAT:

FINANCIAL STATEMENTS

1. The financial statements of the Corporation for the fiscal year ended December 31, 2013 together with the report of the Corporation's accountants appended to such financial statements be and are hereby approved and adopted.

CONFIRMATION OF PROCEEDINGS

2. All by-laws, resolutions, contracts, acts, proceedings, business transacted and payments of the Board of Directors and of the officers of the Corporation enacted, done or taken up to the date hereof be and the same are hereby approved, ratified, sanctioned and confirmed.

ELECTION OF DIRECTORS

3. The following person be and is hereby elected director of the Corporation for the ensuing year or until his/her successor is duly elected or appointed:

MICHAEL SOLANO

EXEMPTION FROM AUDIT REQUIREMENTS

4. The sole Shareholder of the Corporation hereby consents to the exemption of the Corporation from the audit requirements of the *Business Corporations Act* (Ontario) for the ensuing fiscal year.

1428508 ONTARIO LIMITED
(the "Corporation")

RESOLUTION OF THE SOLE DIRECTOR

RECITALS:

- A. It has been brought to the attention of the Corporation that certain matters in the corporate records require clarification; and
- B. It is desirable to undertake confirmation proceedings for the purpose of confirming the current status of the proceedings which appear or should appear in the corporate records of the Corporation.

RESOLVED THAT:

- 1. The director confirms all issuances and transfers of shares in the capital of the Corporation, and without limiting the generality of the foregoing, the director confirms the following transfer of shares in the capital of the Corporation on the effective date noted below:

Transferor	Transferee	Number and Class of Shares	Effective Date
Steven Aquino	1033803 Ontario Inc.	10 Common Shares	December 30, 2007

- 2. The director confirms that 10 Common Shares are presently issued and outstanding as fully paid and non-assessable shares of the Corporation, that such shares are not pledged and that the registered holder of such shares is as follows:

Name of Shareholder	Number and Class of Shares	Certificate No.
1033803 Ontario Inc.	10 Common Shares	COM-2

- 3. All references throughout the corporate records of the Corporation to the name of the Corporation's shareholder as "1033803 Ontario Limited" is amended to read "1033803 Ontario Inc."
- 4. All references throughout the corporate records of the Corporation to the name of the Corporation as "1428508 Ontario Inc." is amended to read "1428508 Ontario Limited".
- 5. All past appointments of the officers of the Corporation made by the board of directors of the Corporation, are approved, ratified and confirmed and the director confirms that the following individuals are the current officers of the Corporation as at the date hereof notwithstanding any past error or omission to the contrary with respect to their appointment:

Name	Title
Michael Solano	President and Secretary
John Aquino	Authorized Signing Officer

6. The registered office of the Corporation is confirmed as being 407 Basaltic Road, Concord, ON L4K 4W8.
7. The financial year end is confirmed as being December 30 in each year.
8. All actions of the directors that ought to have been taken in respect of the annual meetings of the directors and shareholders of the Corporation relating to the unaudited financial years ended December 30, 2002 to December 30, 2005, inclusive, and December 30, 2013, including but not limited to the approval of the financial statements for the financial years ended December 30, 2002 to December 30, 2005, inclusive, and December 30, 2013, are adopted and construed as having been taken by the directors of the Corporation.
9. The unaudited financial statements of the Corporation for the financial year ended December 30, 2014, are approved for submission to the shareholder.
10. All resolutions previously passed or purported to have been passed at any meeting or purported meeting of the board of directors of the Corporation or by signature of the directors of the Corporation as set out in the corporate records of the Corporation, since the date of incorporation of the Corporation, are approved, ratified and confirmed effective as at the date when the relevant resolutions were first passed or purported to have been passed.
11. All acts, proceedings, resolutions, contracts, elections, appointments and payments taken, enacted, made or done by past or present directors and officers of the Corporation, since the date of incorporation of the Corporation, as recorded in or as evidenced by the minute books, records or other documents of the Corporation, including minutes of meetings and resolutions of the board of directors notwithstanding the non-execution of certain documents, are approved, ratified and confirmed effective as of the date when the relevant acts, proceedings, resolutions, contracts, elections, appointments and payments were first taken, enacted, made or done.
12. These resolution may be executed and delivered by means of facsimile or portable document format (PDF), which when so executed and delivered shall be an original.

[Signature page follows]

1428508 ONTARIO LIMITED
(the "Corporation")

RESOLUTIONS OF THE SHAREHOLDER

RECITALS:

- A. It has been brought to the attention of the Corporation that certain matters in the corporate records require clarification; and
- B. It is desirable to undertake confirmation proceedings for the purpose of confirming the current status of the proceedings which appear or should appear in the corporate records of the Corporation.

RESOLVED THAT:

- 1. The issuance and transfers of shares in the capital of the Corporation, as reflected in the shareholders' ledgers and registers and share transfer register of the Corporation, are confirmed.
- 2. The shareholders listed below are declared to be the shareholders of the Corporation holding the number and class of shares (collectively, the "**Issued Shares**") and represented by the share certificates set opposite their names and the Issued Shares are confirmed to be presently outstanding as fully paid and non-assessable shares of the Corporation and all other share certificates previously issued by the Corporation are cancelled:

Name of Shareholder	Number and Class of Shares	Certificate No.
1033803 Ontario Inc.	10 Common Shares	COM-2

- 3. The number of directors of the Corporation and the number of directors to be elected at each annual meeting of the shareholders is confirmed as being one (1).
- 4. All past appointments and elections of the directors of the Corporation made by the board of directors or the shareholders of the Corporation, as the case may be, are approved, ratified and confirmed and the shareholder confirms that the following individual is the current director of the Corporation as at the date hereof notwithstanding any past error or omission to the contrary with respect to their election or appointment:

Michael Solano

- 5. All actions of officers, directors and shareholders that ought to have been taken in respect of the annual meetings of the directors and shareholders of the Corporation relating to the financial years ended December 30, 2002 to December 30, 2005, inclusive, and December 30, 2013, including but not limited to the approval of the unaudited financial statements for the years ended December 30, 2002 to December 30, 2005, inclusive, and December 30, 2013, are adopted and construed as having been taken by the directors and shareholders of the Corporation.

6. Receipt of a copy of the unaudited financial statements for the year ended December 31, 2014, is acknowledged.
7. The appointment of no auditor for the Corporation for the financial years ended December 30, 2002 to December 30, 2006, inclusive, and December 30, 2014, is confirmed.
8. No auditor shall be appointed for the ensuing year.
9. All resolutions previously passed or purported to have been passed at any meeting or purported meeting of the shareholders of the Corporation or by signature of the shareholders of the Corporation as set out in the corporate records of the Corporation, since the date of incorporation of the Corporation, are approved, ratified and confirmed effective as at the date when the relevant resolutions were first passed or purported to have been passed.
10. All acts, proceedings, resolutions, contracts, elections, appointments and payments taken, enacted, made or done by past or present directors and officers and/or shareholders of the Corporation, since the date of incorporation of the Corporation, as recorded in or as evidenced by the minute books, records or other documents of the Corporation, including minutes of meetings and resolutions of the board of directors and shareholders notwithstanding the non-execution of certain documents, are approved, ratified and confirmed effective as of the date when the relevant acts, proceedings, resolutions, contracts, elections, appointments and payments were first taken, enacted, made or done.
11. These resolutions may be executed and delivered by means of facsimile or portable document format (PDF), which when so executed and delivered shall be an original.

[Signature page follows]

The foregoing resolutions are passed as evidenced by the signature of the shareholder of the Corporation entitled to vote pursuant to the provisions of the *Business Corporations Act* (Ontario).

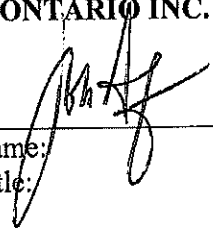
DATED December 30, ~~2015~~ 2014.

1033803 ONTARIO INC.

By: _____

Name: _____

Title: _____

A handwritten signature in black ink, appearing to be 'M. J.', is written over the signature line.

**1428508 ONTARIO INC.
(the "Corporation")**

RESOLUTIONS OF THE SOLE SHAREHOLDER

RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The property of the Corporation shall be distributed to the shareholder and any debts, obligations or liabilities shall be discharged, all effective on December 31, 2014.
2. Following the distribution of the property and the discharge of the liabilities, the Corporation be voluntarily dissolved pursuant to the provisions of subsection 237(a) of the *Business Corporations Act* (Ontario).
3. The entering into by the Corporation of a dissolution agreement (the "**Dissolution Agreement**"), substantially in the form of the draft agreement submitted to the shareholder, providing for the distribution of the Corporation's property to its shareholder, and the assumption by the shareholder of the Corporation's remaining debts and obligations, if any, all upon the terms and conditions set forth in the Dissolution Agreement, is authorized and approved.
4. Any officer of the Corporation is authorized and directed for and on behalf of the Corporation to negotiate, finalize, execute and deliver the Dissolution Agreement, with or without the corporate seal affixed, and with such additions, deletions or other changes as such officer may approve, such approval to be conclusively evidenced by such officer's execution and delivery of the Dissolution Agreement.
5. Any officer of the Corporation is authorized and directed to take any and all such further action and to negotiate, finalize, execute and deliver or to cause to be executed and delivered all such further documents, certificates, instruments, deeds and other instruments as such officer, in such officer's sole discretion, may deem desirable in order to give effect to these resolutions.
6. These resolutions may be executed by means of facsimile signature or portable document format (PDF), which when so executed and delivered shall be an original.

[Signature page follows]

The foregoing resolutions are passed as evidenced by the signature of the shareholder of the Corporation pursuant to the provisions of the *Business Corporations Act* (Ontario).

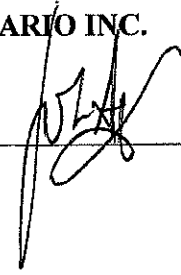
DATED December 31 , ~~2013~~ 2014.

1033803 ONTARIO INC.

By: _____

Name:

Title:

A handwritten signature in black ink, appearing to be 'J. H. H.', is written over a horizontal line. The signature is stylized and somewhat cursive.

THIS DISSOLUTION AGREEMENT is made December 31, 2014

BETWEEN:

1428508 ONTARIO LIMITED

(the "Transferor")

- and -

1033803 ONTARIO INC.

(the "Transferee").

RECITALS:

- A. The Transferee is the legal and beneficial owner of all the issued and outstanding shares of the capital of the Transferor.
- B. The Transferee, as sole shareholder of the Transferor, has passed a special resolution of the Transferor under section 237(a) of the *Business Corporations Act* (Ontario) (the "Act") authorizing the Transferor to distribute the property and discharge any liabilities of the Transferor on the dissolution of the Transferor and authorizing the dissolution of the Transferor.
- B. The Transferee of the Transferor have entered into a unanimous shareholder agreement made as of December 30, 2014 that wholly restricts the rights, powers and duties of the directors of the Transferor to manage, or supervise the management of, the business and affairs of the Transferor.

THEREFORE, the parties agree as follows:

- 1. Effective as at the date of this Agreement, the Transferor grants, assigns, transfers, conveys and sets over to the Transferee, as part of the winding-up of the Transferor and the distribution thereon of its property to the Transferee, all of the right, title and interest of the Transferor in and to all of its property, assets and business, both real and personal, movable and immovable, wherever situate, including, without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill, including, in particular, the goodwill of the name and all rights of whatsoever nature and kind to which the Transferor is entitled.
- 2. The Transferee expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all of the remaining liabilities and obligations of the Transferor (if any), but to the extent only of the amount received by the Transferee on the winding up and distribution provided for herein and in accordance with any limitations in the Act.
- 3. This Agreement shall not constitute an assignment or attempted assignment of any contract to which the Transferor is a party which is not assignable without the consent or approval of any third party and such consent or approval has not been obtained. Such

contracts shall be held in trust for the Transferee and performed by the Transferee in the name of the Transferor, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee shall indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.

4. The Transferee shall indemnify and save harmless the directors and officers of the Transferor from any and all liabilities of the Transferor, including federal and provincial income taxes, for which the directors and officers of the Transferor may become personally liable by virtue of this Agreement and the distribution of the property of the Transferor to the Transferee resulting from this Agreement.
5.
 - (a) The Transferor constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of, or otherwise on behalf of, the Transferor with full power of substitution to (i) do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of any interest in the property, assets and business, both real and personal, movable and immovable, wherever situate of the Transferor to the Transferee, its successors and assigns; and (ii) make, execute and/or file any tax returns, elections, designations, forms or other filings or documents relating to the Transferor.
 - (b) The power of attorney set forth above is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and such power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Ministry of Government and Consumer Services or be otherwise revoked.
6. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.
7.
 - (a) Time is of the essence in the performance of the respective obligations of the parties hereto.
 - (b) This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
 - (c) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

- (d) This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile signature or portable document format (PDF), and all such counterparts and facsimiles or PDF's together constitute one and the same agreement.

[Signature page follows]

1428508 ONTARIO LIMITED
(the "Corporation")

STATEMENT OF OFFICER

I, **Michael Solano**, of the City of Brampton, in the Province of Ontario, solemnly state that:

1. I am the President and Secretary of the Corporation and, as such, have personal knowledge of the matters deposed to herein.
2. There are no proceedings pending in any court against the Corporation.
3. All property of the Corporation has been distributed.
4. All liabilities of the Corporation have been discharged.

DATED _____, 2015.



Michael Solano

UNANIMOUS SHAREHOLDER AGREEMENT is made December 30, 2014

BETWEEN:

1033803 ONTARIO INC.,

(the "**Shareholder**")

- and -

Michael Solano,

(the "**Director**").

RECITALS:

- A. Section 108 of the *Business Corporations Act* (Ontario) (the "**Act**") permits all of the shareholders of 1428508 Ontario Limited (the "**Corporation**") to enter into a unanimous shareholder agreement that restricts in whole or in part, the discretion or powers of the Director of the Corporation to manage, or supervise the management of, the business and affairs of the Corporation.
- B. The Shareholder is the registered holder and beneficial owner of all of the issued and outstanding shares of the Corporation and desires to enter into this Agreement with the intent that it shall constitute a unanimous shareholder agreement for the purpose of restricting the powers of the Director of the Corporation to manage, or supervise the management, of the business and affairs of the Corporation.
- C. In accordance with the articles and by-laws of the Corporation and the Act, the Director has been elected or appointed the director of the Corporation.

THEREFORE the parties agree as follows:

1. The rights, powers and duties of the Director of the Corporation and all other persons who may hereafter be elected or appointed as directors of the Corporation to manage, or supervise the management of, the business and affairs of the Corporation, whether such rights, powers or duties arise under the Act, the articles or the by-laws of the Corporation, or otherwise, are wholly restricted with the effect that each of them will have no rights, powers or duties whatsoever as a director of the Corporation.
2. The Director and all other persons who may hereafter be elected or appointed as directors of the Corporation are wholly relieved of all their rights, powers, duties, obligations and liabilities imposed upon them as directors of the Corporation whether arising under the Act or otherwise.
3. The Shareholder assumes all rights, powers, duties, obligations and liabilities of the Director of the Corporation and all other persons who may hereafter be elected or appointed as directors of the Corporation whether arising under the Act or otherwise.

4. All share certificates of the Corporation shall bear a conspicuous notation to the effect that the rights and obligations of the holders of such certificates are affected by the terms of this Agreement.
5. The rights, powers and duties assumed by the Shareholder under this Agreement shall be exercised or performed to the extent appropriate, by instrument in writing executed by the Shareholder and any transferee of any shares of the Corporation registered in the name of the Shareholder.
6. The parties shall sign such further and other papers, cause such meetings to be held, votes cast, special resolutions and resolutions passed, by-laws enacted and documents executed, and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable to give full effect to this Agreement.
7. This Agreement is a contract made under and shall be governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
8. Each party submits to the exclusive jurisdiction of any Ontario courts sitting in Toronto in any action, application, reference or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any such action, application, reference or other proceeding shall be heard and determined in such Ontario courts. Each of the parties irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding.
9. This Agreement shall enure to the benefit of and be binding upon the parties to this Agreement, all future shareholders of the Corporation and all persons who may hereafter be elected or appointed directors of the Corporation, and their respective heirs, executors, administrators, successors and assigns.
10. This Agreement may not be terminated or amended without the written consent of all persons who are then directors of the Corporation. In the event of any attempt to terminate or amend this Agreement without such written consent, this Agreement shall constitute written notice to the Corporation of the immediate effective resignation of all such directors who have not so consented.
11. This Agreement shall be effective as of and from the date hereof and shall remain in full force and effect until terminated in accordance with the provisions of paragraph 10 hereof.
12. This Agreement may be executed in counterparts and delivered by means of facsimile or portable document format (PDF), each of which when so executed and delivered shall be an original, but all such counterparts together shall constitute one and the same agreement.

[Signature page follows]

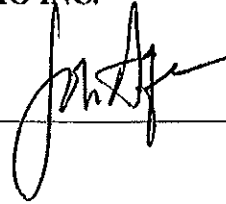
IN WITNESS OF WHICH the parties have duly executed this Agreement.

1033803 ONTARIO INC.

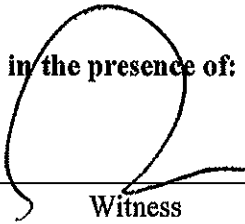
By: _____

Name: _____

Title: _____



SIGNED in the presence of:



Witness



Michael Solano

THIS DISSOLUTION AGREEMENT is made December 31, 2014

BETWEEN:

1428508 ONTARIO LIMITED

(the "Transferor")

- and -

1033803 ONTARIO INC.

(the "Transferee").

RECITALS:

- A. The Transferee is the legal and beneficial owner of all the issued and outstanding shares of the capital of the Transferor.
- B. The Transferee, as sole shareholder of the Transferor, has passed a special resolution of the Transferor under section 237(a) of the *Business Corporations Act* (Ontario) (the "Act") authorizing the Transferor to distribute the property and discharge any liabilities of the Transferor on the dissolution of the Transferor and authorizing the dissolution of the Transferor.
- B. The Transferee of the Transferor have entered into a unanimous shareholder agreement made as of December 30, 2014 that wholly restricts the rights, powers and duties of the directors of the Transferor to manage, or supervise the management of, the business and affairs of the Transferor.

THEREFORE, the parties agree as follows:

- 1. Effective as at the date of this Agreement, the Transferor grants, assigns, transfers, conveys and sets over to the Transferee, as part of the winding-up of the Transferor and the distribution thereon of its property to the Transferee, all of the right, title and interest of the Transferor in and to all of its property, assets and business, both real and personal, movable and immovable, wherever situate, including, without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts and goodwill, including, in particular, the goodwill of the name and all rights of whatsoever nature and kind to which the Transferor is entitled.
- 2. The Transferee expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect of all of the remaining liabilities and obligations of the Transferor (if any), but to the extent only of the amount received by the Transferee on the winding up and distribution provided for herein and in accordance with any limitations in the Act.
- 3. This Agreement shall not constitute an assignment or attempted assignment of any contract to which the Transferor is a party which is not assignable without the consent or approval of any third party and such consent or approval has not been obtained. Such

contracts shall be held in trust for the Transferee and performed by the Transferee in the name of the Transferor, and all benefits derived thereunder shall be for the account of the Transferee. The Transferee shall indemnify and save harmless the Transferor from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Transferee in the name of the Transferor of any such contract not assigned to the Transferee.

4. The Transferee shall indemnify and save harmless the directors and officers of the Transferor from any and all liabilities of the Transferor, including federal and provincial income taxes, for which the directors and officers of the Transferor may become personally liable by virtue of this Agreement and the distribution of the property of the Transferor to the Transferee resulting from this Agreement.
5.
 - (a) The Transferor constitutes and appoints the Transferee, its successors and assigns, the true and lawful attorney of the Transferor for and in the name of, or otherwise on behalf of, the Transferor with full power of substitution to (i) do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of any interest in the property, assets and business, both real and personal, movable and immovable, wherever situate of the Transferor to the Transferee, its successors and assigns; and (ii) make, execute and/or file any tax returns, elections, designations, forms or other filings or documents relating to the Transferor.
 - (b) The power of attorney set forth above is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and such power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Ministry of Government and Consumer Services or be otherwise revoked.
6. The Transferor and the Transferee shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement.
7.
 - (a) Time is of the essence in the performance of the respective obligations of the parties hereto.
 - (b) This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
 - (c) This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns.

- (d) This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile signature or portable document format (PDF), and all such counterparts and facsimiles or PDF's together constitute one and the same agreement.

[Signature page follows]

1428508 ONTARIO LIMITED
(the "Corporation")

STATEMENT OF OFFICER

I, **Michael Solano**, of the City of Brampton, in the Province of Ontario, solemnly state that:

1. I am the President and Secretary of the Corporation and, as such, have personal knowledge of the matters deposed to herein.
2. There are no proceedings pending in any court against the Corporation.
3. All property of the Corporation has been distributed.
4. All liabilities of the Corporation have been discharged.

DATED _____, 2015.



Michael Solano

BY-LAW NO. 1

A by-law relating generally to the regulation of the
business and affairs of

1428508 ONTARIO LIMITED

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Two	DIRECTORS
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Six	PROTECTION OF DIRECTORS, OFFICERS AND OTHERS
Seven	MEETINGS OF SHAREHOLDERS
Eight	SECURITIES
Nine	DIVIDENDS AND RIGHTS
Ten	EXECUTION OF DOCUMENTS AND VOTING OF SECURITIES
Eleven	NOTICES

RESOLVED as a by-law of **1428508 Ontario Limited** (hereinafter called the
“Corporation”) as follows:

Section One INTERPRETATION

1.1 Definitions.

In this by-law and in all other by-laws of the Corporation, unless the context otherwise requires:

- (a)** “Act” means the Business Corporations Act (Ontario) as amended or re-enacted from time to time and includes the regulations made pursuant thereto;
- (b)** “board” means the board of directors of the Corporation;

- (c) "by-laws" means all by-laws of the Corporation;
- (d) "director" means a director of the Corporation; and
- (e) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the Interpretation Act (Ontario); and
- (f) "number of directors" means the number of directors provided for in the articles or, where a minimum and maximum number of directors is provided for in the articles, the number of directors determined by a special resolution or resolution of the board where it is empowered by special resolution to determine the number of directors.

1.2 All terms used in the by-laws of the Corporation which are defined in the Act shall have the meanings given to such terms under the Act.

1.3 In all by-laws of the Corporation, the singular shall include the plural and the plural the singular and words importing gender include the masculine, feminine and neuter genders.

1.4 Headings used in the by-laws are for convenience of reference only and shall not affect the construction or interpretation thereof.

1.5 If any of the provisions contained in this by-law are inconsistent with those contained in the articles or a unanimous shareholder agreement, the provisions contained in the articles or unanimous shareholder agreement, as the case may be, shall prevail.

Section Two DIRECTORS

2.1 **Quorum.** The quorum for the transaction of business at any meeting of the board shall consist of a majority of the number of directors; provided that where the number of directors of the Corporation is two directors, both directors must be present at any meeting of the board to constitute a quorum.

2.2 **Qualification.** No person shall be qualified for election as a director if he is less than 18 years of age; if he is of unsound mind and has been so found by a court in Canada or elsewhere; if he is not an individual; or if he has the status of a bankrupt. A director need not be a shareholder. A majority of the directors shall be resident Canadians provided that if the number of directors is fewer than three, at least one shall be a resident Canadian.

2.3 **Election and Term.** The election of directors shall take place at the first meeting of shareholders and at each annual meeting of shareholders. A director not elected for an expressly stated term shall cease to hold office at the close of the first annual meeting following his election or appointment. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

2.4 Removal of Directors. Subject to the provisions of the Act, the shareholders may by ordinary resolution passed at an annual or special meeting remove any director from office and the vacancy created by such removal may be filled at the same meeting failing which it may be filled by the directors.

2.5 Vacation of Office. A director ceases to hold office when he dies; he is removed from office by the shareholders; he ceases to be qualified for election as a director; or his written resignation is received by the Corporation, or if a time is specified in such resignation, at the time so specified, whichever is later; provided that a director named in the articles is not permitted to resign his office unless at the time the resignation is to become effective a successor is elected or appointed.

2.6 Vacancies. Subject to the provisions of the Act, if a quorum of the board remains in office, the board may fill a vacancy in the board, except:

- (a) a vacancy resulting from (i) an increase in the number of directors otherwise than by a resolution of the directors, or in the maximum number of directors, or from (ii) a failure to elect the number of directors required to be elected at any meeting of the shareholders; or
- (b) where the directors are empowered to determine the number of directors, if, after such appointment, the total number of directors would be greater than one and one-third times the number of directors required to have been elected at the last annual meeting of shareholders.

In the absence of a quorum of the board, or if the board is not permitted to fill such vacancy, the board shall forthwith call a special meeting of shareholders to fill the vacancy. If the board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

2.7 Remuneration and Expenses. The directors shall be paid such remuneration for their services as the board may from time to time determine and shall also be entitled to be reimbursed for travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

Section Three MEETINGS OF DIRECTORS

3.1 Canadian Majority. The board shall not transact business at a meeting, other than filling a vacancy in the board, unless a majority of the directors present are resident Canadians, except where

- (a) a resident Canadian director who is unable to be present approves in writing or by telephone or other communications facilities the business transacted at the meeting;
- (b) a majority of resident Canadians would have been present had that director been present at the meeting; and
- (c) the Corporation has only one or two directors, that director or one of the two directors, as the case may be, shall be a resident Canadian.

3.2 Meetings by Telephone. If all the directors present at or participating in the meeting consent, any or all of the directors may participate in a meeting of the board or of a committee of the board by means of such telephone, electronic or other communications facilities as to permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and any director participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board held while a director holds office.

3.3 Place of Meetings. Meetings of the board may be held at any place within or outside Ontario. In any financial year of the Corporation, a majority of the meetings of the board need not be held within Canada.

3.4 Calling of Meetings. Meetings of the board may be convened at any time by the president or any director upon notice given to all directors in accordance with subsection 3.5.

3.5 Notice of Meeting. Notice of the time and place of each meeting of the board shall be given in the manner provided in subsection 11.1 to each director (a) not less than 48 hours before the time when the meeting is to be held if the notice is mailed, or (b) not less than 24 hours before the time the meeting is to be held if the notice is given personally or is delivered or is sent by any means of transmitted or recorded communication.

3.6 Waiver of Notice. A director may in any manner or at any time waive notice of or otherwise consent to a meeting of the board. Attendance of a director at a meeting of the board shall constitute a waiver of notice of that meeting except where a director attends for the express purpose of objecting to the transaction of any business on the grounds that the meeting has not been properly called.

3.7 First Meeting of New Board. Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

3.8 Adjourned Meeting. Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

3.9 Regular Meetings. The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except where the Act requires the purpose thereof or the business to be transacted thereat to be specified.

3.10 Chairman. The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who, with the exception of the Chairman of the Board, is a director and is present at the meeting: chairman of the board, managing director, president, or a vice-president (in order of seniority). If no such officer is present, the directors present shall choose one of their number to be chairman.

3.11 Votes to Govern. At all meetings of the board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall not be entitled to a second or casting vote.

3.12 One Director Meeting. Where the board consists of only one director, that director may constitute a meeting.

Section Four COMMITTEES

4.1 Committee of Directors. The board may appoint from their number one or more committees of the board, however designated, and delegate to such committee any of the powers of the board except those which, under the Act, a committee of the board has no authority to exercise. A majority of the members of any such committee shall be resident Canadians.

4.2 Audit Committee. If the Corporation is an offering corporation the board shall, and otherwise the board may, constitute an audit committee composed of not fewer than three directors, a majority of whom are not officers or employees of the Corporation or any of its affiliates, and who shall hold office until the next annual meeting of shareholders. The audit committee shall have the powers and duties provided in the Act.

4.3 Transaction of Business. The powers of a committee of the board may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place within or outside Ontario.

4.4 Procedure. Unless otherwise determined by the board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure. To the extent that the board or the committee does not establish rules to regulate the procedure of the committee, the provisions of this by-law applicable to meetings of the board shall apply mutatis mutandis.

Section Five OFFICERS

5.1 Appointment. The board may designate the offices of the Corporation and from time to time appoint a chairman of the board, managing director (provided he is a resident Canadian), president, one or more vice-presidents (to which title may be added words indicating seniority or function), a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. One person may hold more than one office and, except for the chairman of the board and the managing director, an officer need not be a director.

5.2 Chairman of the Board. If appointed, the board may assign to the chairman of the board any of the powers and duties that are by any provisions of this by-law assigned to the managing director or to the president and subject to the Act, such other powers and duties as the board may specify. The chairman of the board shall, when present, preside at all meetings of the board and shareholders. Subject to subsections 3.10 and 7.9, during the absence or disability of the chairman of the board, his duties shall be performed and his powers exercised by the first mentioned of the following officers then in office: the managing director, the president, or a vice-president (in order of seniority).

5.3 Managing Director. If appointed, the managing director shall be the chief executive officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation; and he shall, subject to the provisions of the Act, have such other powers and duties as the board may specify. During the absence or disability of the president, or if no president has been appointed, the managing director shall also have the powers and duties of that office.

5.4 President. If appointed, the president shall have general supervision of the business and affairs of the Corporation, subject to the direction and authority of the board, the chairman of the board and the managing director; and he shall have such other powers and duties as the board may specify. During the absence or disability of the managing director, or if no managing director has been appointed, the president shall also have the powers and duties of that office. In the absence of the appointment of a managing director or the designation of the chairman of the board as such, the president shall be the chief executive officer of the Corporation. Otherwise, the president shall be the chief operating officer of the Corporation.

5.5 Vice-President. The vice-president, or if more than one, the vice-presidents, in order of seniority as designated by the board, shall be vested with all the powers and perform all the duties of the president in his absence, inability or refusal to act except that he shall not preside at any meeting of the directors unless he is appointed to do so by the board. A vice-president shall have such powers and duties as the board or the chief executive officer may specify.

5.6 Secretary. The secretary shall attend and be the secretary of all meetings of the board, shareholders and committees of the board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers and auditors; he shall be the custodian of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the board or the chief executive officer may specify.

5.7 Treasurer. The treasurer shall keep or cause to be kept proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of funds of the Corporation; he shall render to the board whenever required an account of all his transactions as treasurer and of the financial position of the corporation; and he shall have such other powers and duties as the board or the chief executive officer may specify.

5.8 Powers and Duties of Other Officers. The powers and duties of all other officers shall be such as the terms of their engagement call for or as the board or the chief executive officer may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board or the chief executive officer otherwise directs.

5.9 Variation of Powers and Duties. Subject to the provisions of the Act, the board may from time to time vary, add to or limit the powers and duties of any officer.

5.10 Term of Office. The board, in its discretion, may remove any officer of the Corporation, without prejudice to such officer's rights under any employment contract. Otherwise, each officer appointed by the board shall hold office until his successor is appointed, except that the term of office of the chairman of the board or managing director shall expire when the holder thereof ceases to be a director.

5.11 Agents and Attorneys. The board shall have power from time to time to appoint agents or attorneys for the Corporation in or out of Ontario with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

5.12 Fidelity Bonds. The board may require such officers, employees and agents of the Corporation as the board deems advisable to furnish bonds for the faithful discharge of their duties, in such form and with such surety as the board may from time to time prescribe.

Section Six PROTECTION OF DIRECTORS AND OFFICERS

6.1 Limitation of Liability. No director or officer shall be liable for the acts, receipts, neglects or defaults of any other director, officer, employee, or agent, or for joining in any receipt or other act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto, unless the same are occasioned by his own wilful neglect or default; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the Act or from liability for any breach thereof.

6.2 Indemnity. The Corporation shall indemnify and save harmless every director or officer, every former director or officer, and every person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor (or a person who undertakes or has undertaken any liability on behalf of the Corporation or any such body corporate) and his heirs and legal representatives,

from and against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or such body corporate, if:

- (a) he acted honestly and in good faith with a view to the best interests of the Corporation; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

6.3 Insurance. Subject to the limitations contained in the Act, the Corporation may purchase and maintain such insurance for the benefit of any person referred to in subsection 6.2 hereof, as the board may from time to time determine.

Section Seven MEETINGS OF SHAREHOLDERS

7.1 Annual Meetings. The annual meeting of shareholders shall be held at such time in each year and, subject to subsection 7.3, at such place as the board, the chairman of the board, the managing director or the president may from time to time determine, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing auditors and fixing or authorizing the board to fix their remuneration, and for the transaction of such other business as may properly be brought before the meeting.

7.2 Special Meetings. The board, the chairman of the board, the managing director or the president or any registered shareholder shall have power to call a special meeting of shareholders at any time.

7.3 Place of Meetings. Meetings of shareholders shall be held at the place where the registered office of the Corporation is situate or, if the board shall so determine, at some other place within or outside of Ontario.

7.4 Meetings by Telephone. If all the shareholders present at or participating in the meeting consent, any or all of the shareholders may participate in a meeting of the shareholders by means of such telephone, electronic or other communications facilities as to permit all persons participating in the meeting to communicate with each other, simultaneously and instantaneously, and any shareholder participating in such a meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the shareholders while such individual(s) continue to be a shareholder.

7.5 Notice of Meetings. Notice of the time and place of each meeting of shareholders (and of each meeting of shareholders adjourned for an aggregate of 30 days or more) shall be given in the manner provided in subsection 11.1 not less than ten days (or such lesser number of days then required under the Act or any other applicable legislation, regulation or administrative policy), unless the Corporation is an offering corporation in which case not less

than 21 days, nor, in either case, more than 50 days before the date of the meeting, to each director, to the auditor and to each shareholder who at the close of business on the record date for notice, if any, is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the financial statements and auditor's report, election of directors and re-appointment of the incumbent auditor shall state the nature of such business in sufficient detail to permit a shareholder to form a reasoned judgment thereon and shall state the text of any special resolution or by-law to be submitted to the meeting. A shareholder and any other person entitled to attend a meeting of shareholders may in any manner and at any time waive notice of or otherwise consent to a meeting of shareholders. Attendance of any such person at a meeting of shareholders shall constitute a waiver of notice of the meeting except where he attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not properly called.

7.6 List of Shareholders Entitled to Notice. For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares entitled to vote at the meeting held by each shareholder. If a record date for the meeting is fixed pursuant to subsection 7.7, the shareholders listed shall be those registered at the close of business on the record date and such list shall be prepared not later than ten days after such record date. If no record date is fixed, the list shall be prepared at the close of business on the day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, the day on which the meeting is held and shall list all shareholders registered at such time. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the securities register is kept and at the place where the meeting is held.

7.7 Record Date for Notice. The board may fix in advance a record date, preceding the date of any meeting of shareholders by not more than 50 days and not less than 21 days, for the determination of the shareholders entitled to notice of the meeting; and notice of any such record date shall be given not less than seven days before such record date by newspaper advertisement in the manner provided in the Act. If no record date is so fixed, the record date for the determination of the shareholders entitled to notice of the meeting shall be the close of business on the day immediately preceding the day on which the notice is given.

7.8 Meetings Without Notice. A meeting of shareholders may be held without notice at any time and place permitted by the Act in accordance with the requirements of the Act and any other applicable legislation, regulation or administrative policy. At such a meeting, any business may be transacted which the Corporation at a meeting of shareholders may transact.

7.9 Chairman, Secretary and Scrutineers. The chairman of any meeting of shareholders shall be the first mentioned of such of the following officers as have been appointed and who is present at the meeting: chairman of the board, managing director, president, or a vice-president who is a shareholder. If no such officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of

their number to be chairman. If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

7.10 Persons Entitled to be Present. The only persons entitled to be present at a meeting of the shareholders shall be those entitled to vote thereat, the directors and auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act, the articles or the by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

7.11 Quorum. A quorum for the transaction of business at any meeting of shareholders shall be two persons, present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy for an absent shareholder so entitled. Notwithstanding the foregoing, if the Corporation has only one shareholder, or only one shareholder of any class or series of shares, the shareholder present in person or by proxy constitutes a meeting and a quorum for such meeting.

7.12 Right to Vote. Subject to the provisions of the Act as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in subsection 7.6, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the date on which the list is prepared or, where a record date has been fixed, after the record date and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands at any time prior to the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders, every person shall be entitled to vote at the meeting who at the time is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting.

7.13 Proxies. Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney and shall conform with the requirements of the Act.

7.14 Time for Deposit of Proxies. The board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than 48 hours exclusive of non-business days, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, unless it has been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

7.15 Joint Shareholders. If two or more persons hold shares jointly, any one of them present in person or represented by proxy at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented by proxy and vote, they shall vote as one the shares jointly held by them.

7.16 Votes to Govern. At any meeting of shareholders every question shall, unless otherwise required by law, be determined by the majority of the votes cast on the question. In the case of an equality of votes either upon a show of hands or upon a ballot, the chairman of the meeting shall not be entitled to a second or casting vote.

7.17 Show of Hands. Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by a show of hands unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting as to the result of the vote upon the question and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of such question, and the result of the vote so taken shall be the decision of the shareholders upon such question.

7.18 Ballots. On any question proposed for consideration at a meeting of shareholders, and whether or not a show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may demand a ballot. A ballot so demanded shall be taken in such manner as the chairman shall direct. A demand for a ballot may be withdrawn at any time prior to the taking of the ballot. The result of the ballot so taken shall be the decision of the shareholders upon the question.

7.19 Resolution in Writing. A resolution in writing signed by all of the shareholders entitled to vote on that resolution at a meeting of shareholders (or such lesser number of shareholders as are then required for a written resolution to be effective pursuant to the Act and any other applicable legislation, regulation or administrative policy) is as valid as if it had been passed at a meeting of the shareholders unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditor in accordance with the Act.

Section Eight SECURITIES

8.1 Registration of Transfer. Subject to the provisions of the Act, no transfer of shares shall be registered in a securities register except upon presentation of the certificate representing such shares with a transfer endorsed thereon or delivered therewith duly executed by the registered holder or by his attorney or successor duly appointed, together with such reasonable assurance or evidence of signature, identification and authority to transfer as the board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the articles and upon satisfaction of any lien referred to in subsection 8.4.

8.2 Transfer Agents and Registrars. The board may from time to time appoint a registrar to maintain the securities register and a transfer agent to maintain the register of transfers and may also appoint one or more branch registrars to maintain branch securities registers and one or more branch transfer agents to maintain branch registers of transfers, but one person may be appointed both registrar and transfer agent. The board may at any time terminate any such appointment.

8.3 Lien on Shares. The Corporation has a lien on any share or shares registered in the name of a shareholder or his legal representative for any debt of that shareholder to the Corporation.

8.4 Enforcement of Lien. The lien referred to in subsection 8.3 may be enforced by any means permitted by law and:

- (a) where the share or shares are redeemable pursuant to the articles of the Corporation by redeeming such share or shares and applying the redemption price to the debt;
- (b) subject to the Act, by purchasing the share or shares for cancellation for a price equal to the book value of such share or shares and applying the proceeds to the debt;
- (c) by selling the share or shares to any third party whether or not such party is at arm's length to the Corporation, and including, without limitation, any officer or director of the Corporation, for the best price which the directors consider to be obtainable for such share or shares; or
- (d) by refusing to register a transfer of such share or shares until the debt is paid.

8.5 Security Certificates. Every holder of securities of the Corporation shall be entitled, at his option, to a security certificate, or to a non-transferable written acknowledgement of his right to obtain a security certificate, stating the number and designation, class or series of securities held by him as shown on the securities register. Security certificates and acknowledgements of a securities holder's right to a security certificate, respectively, shall be in such form as the board shall from time to time approve. Any security certificate shall be signed in accordance with subsection 10.1. A security certificate shall be signed manually by at least one director or officer of the Corporation or by or on behalf of the transfer agent and/or registrar. Any additional signatures required may be printed or otherwise mechanically reproduced. A security certificate executed as aforesaid shall be valid notwithstanding that one of the directors or officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate.

8.6 Replacement of Security Certificates. The board, any officer or any agent designated by the board may in its or his discretion direct the issue of a new security certificate in lieu of and upon cancellation of a security certificate that has been mutilated. In the case of a

security certificate claimed to have been lost, destroyed or wrongfully taken, the board, any officer or any agent designated by the board shall issue a substitute security certificate if so requested before the Corporation has notice that the security has been acquired by a bona fide purchaser. The issuance of the substitute security certificate shall be on such reasonable terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board or the officer or the agent designated by the board responsible for such issuance may from time to time prescribe, whether generally or in any particular case.

8.7 Joint Shareholders. If two or more persons are registered as joint holders of any security, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such security.

8.8 Deceased Security Holders. Subject to the provisions of paragraph 8.9 below, in the event of the death of a holder of any security, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make payment of any dividends thereon except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation, which reasonable requirements shall in the discretion of the board not necessarily include the production of letters probate or letters of administration.

8.9 Deceased Jointly-Held Security Holders. Where a share is registered in the name of two or more persons as joint holders with rights of survivorship, upon satisfactory proof of the death of one joint holder and without the requirement of letters probate or letters of administration, the Corporation shall treat the surviving joint holder(s) as the sole owner(s) of the share effective as of the date of death of such joint holder and the Corporation shall make the appropriate entry in the securities register to reflect such ownership.

Section Nine DIVIDENDS AND RIGHTS

9.1 Dividends. Subject to the provisions of the Act, the board may from time to time by resolution declare and the Corporation may pay dividends to the shareholders according to their respective rights and interests in the Corporation.

Dividends may be paid in money or property, subject to the restrictions on the declaration and payment thereof under the Act, or by issuing fully paid shares of the Corporation or options or rights to acquire fully paid shares of the Corporation.

9.2 Dividend Cheques. A dividend payable in cash shall be paid by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to

the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold.

9.3 Non-receipt of Cheques. In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

9.4 Record Date for Dividends and Rights. The board may fix in advance a date as a record date for the determination of the persons entitled to receive payment of dividends and to subscribe for securities of the Corporation, provided that such record date shall not precede by more than 50 days the particular action to be taken. Notice of any such record date shall be given not less than seven days before such record date, by newspaper advertisement in the manner provided in the Act, unless notice of the record date is waived by every holder of a share of the class or series affected whose name is set out in the securities register at the close of business on the day the directors fix the record date. If the shares of the Corporation are listed for trading on one or more stock exchanges in Canada, notice of such record date shall also be sent to such stock exchanges. Where no record date is fixed in advance as aforesaid, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

9.5 Unclaimed Dividends. Any dividend unclaimed after a period of six years from the date on which it has been declared to be payable shall be forfeited and shall revert to the Corporation.

Section Ten GENERAL

10.1 Execution of Instruments. Contracts, documents and other instruments in writing may be signed on behalf of the Corporation by such person or persons as the board may from time to time by resolution designate. In the absence of an express designation as to the persons authorized to sign either contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing, any one of the directors or officers of the Corporation may sign contracts, documents or instruments in writing on behalf of the Corporation. The corporate seal, if any, of the Corporation may be affixed to any contract, obligation or instrument in writing requiring the corporate seal of the Corporation by any person authorized to sign the same on behalf of the Corporation.

The phrase "contracts, documents and other instruments in writing" as used in this provision shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, immovable or movable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of securities, all paper writings, all cheques, drafts or orders for the payment of money and all notes, acceptances and bills of exchange.

10.2 Voting Rights in other Corporations. All securities carrying voting rights of any other corporation held from time to time by the Corporation may be voted at any and all meetings of shareholders, bond holders, debenture holders or holders of other securities (as the case may be) of such other corporation and in such manner as the board may from time to time determine. Any person or persons authorized to sign on behalf of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine.

Section Eleven NOTICES

11.1 Method of Sending Notice. Any notice (which term includes any communication or document) to be sent pursuant to the Act, the articles, the by-laws or otherwise to a shareholder, director, officer, or to the auditor shall be sufficiently sent if delivered personally to the person to whom it is to be sent or if delivered to his recorded address or if mailed to him at his recorded address by prepaid mail or if sent to him at his recorded address by any means of prepaid transmitted or recorded communication. A notice so delivered shall be deemed to have been sent when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been sent when deposited in a post office or public letter box and shall be deemed to have been received on the fifth day after so depositing; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been sent when dispatched by the Corporation if it uses its own facilities and otherwise when delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer or auditor in accordance with any information believed by him to be reliable. The recorded address of a director shall be his latest address as shown in the records of the Corporation or in the most recent notice filed under the Corporations Information Act, whichever is the more current.

11.2 Notice to Joint Shareholders. If two or more persons are registered as joint holders of any share, any notice shall be addressed to all of such joint holders but notice sent to one of such persons shall be sufficient notice to all of them.

11.3 Computation of Time. In computing the date when notice must be sent under any provision requiring a specified number of days notice of any meeting or other event, both the date of sending the notice and the date of the meeting or other event shall be excluded.

11.4 Undelivered Notices. If any notice sent to a shareholder pursuant to subsection 11.1 is returned on three consecutive occasions because the shareholder cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.5 Omissions and Errors. The accidental omission to send any notice to any shareholder, director, officer or to the auditor or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

11.6 Persons Entitled by Operation of Law. Every person who, by operation of law, transfer or by any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly sent to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled).

11.7 Deceased Shareholders. Any notice duly sent to any shareholder shall be deemed to have been duly served in respect of the shares held by the shareholder (whether held solely or with other persons), notwithstanding that such shareholder is then deceased and whether or not the Corporation has notice of his death, until some other person is entered in his stead in the securities register of the Corporation as the holder or as one of the holders thereof and such service shall for all purposes be deemed a sufficient service of notice to his heirs, executors or administrators and all persons, if any, interested with him in such shares.

11.8 Waiver of Notice. Any shareholder (or his duly appointed proxyholder), director, officer or auditor may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provisions of the Act, the regulations thereunder, the articles, the by-laws or otherwise and such waiver or abridgement shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board which may be given in any manner.

11.9 Execution of Notices. The signature of any director or officer of the Corporation to any notice may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

11.10 Proof of Service. A certificate of any officer or director of the Corporation in office at the time of making of the certificate or of an agent of the Corporation as to facts in relation to the sending of any notice to any shareholder, director, officer or auditor or publication of any notice shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer or auditor of the Corporation, as the case may be.

The foregoing resolution making By-law No. 1 of the Corporation, being a by-law relating generally to the regulation of the business and affairs of the Corporation, is hereby signed by the sole director of the Corporation.

DATED the 6th day of July, 2000.



Michael Solano

The foregoing By-law No. 1 of the Corporation, made by the sole director, is hereby confirmed by the sole shareholder of the Corporation entitled to vote at a meeting of shareholders.

DATED the 6th day of July, 2000.



Steven Aquino