

## **EXHIBIT 9<sup>1</sup>**

### **(Canadian Holdco Memorandum of Association)**

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<sup>1</sup> The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Exhibit 9.

**MEMORANDUM OF ASSOCIATION OF**

**● LIMITED**

1. The name of the Company is ● **Limited**.
2. There are no restrictions on the objects and powers of the Company and the Company shall expressly have the following powers:
  - (1) to sell or dispose of its undertaking, or a substantial part thereof;
  - (2) to distribute any of its property *in specie* among its members; and
  - (3) to amalgamate with any company or other body of persons.
3. The liability of the members is limited.
4. The Company is authorized to issue an unlimited number of class A shares, an unlimited number of class B shares, an unlimited number of class C shares, an unlimited number of class D shares and an unlimited number of class E shares, all without nominal or par value and having the rights, restrictions, conditions and limitations set out in Annex 1 hereto with power to divide the shares in the capital for the time being into classes or series and to attach thereto respectively any preferred, deferred or qualified rights, privileges or conditions, including restrictions on voting rights and including redemption, purchase and other acquisition of such shares, subject, however, to the provisions of the Companies Act (Nova Scotia).

I, the undersigned, whose name and address are subscribed, am desirous of being formed into a company in pursuance of this Memorandum of Association, and I agree to take the number and kind of shares in the capital stock of the Company written below my name.

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Name of Subscriber:  
*900-1959 Upper Water Street, Halifax, NS B3J 3N2*  
Number of shares subscribed: *One common share*

TOTAL SHARES TAKEN: One common share  
Dated this ● day of ●, 2010.

Witness to above signature:

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Name of Witness:  
*900-1959 Upper Water Street, Halifax, NS, B3J 3N2*  
Occupation: *Law Clerk*

## ANNEX 1

### 3242795 NOVA SCOTIA LIMITED

1. The class A shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) Voting Rights. Each class A share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Company (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Companies Act (hereinafter referred to as the "Act")).

(b) Dividends. The holders of the class A shares shall be entitled to receive, as and when declared by the board of directors, subject to the rights, privileges, restrictions and conditions attaching to the class B shares, class C shares, class D shares and the class E shares, dividends payable in money, property or by the issue of fully paid shares of any class of the capital of the Company.

(c) Liquidation, Dissolution or Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, subject to the rights, privileges, restrictions and conditions attaching to the class B shares, class C shares, class D shares and class E shares, the holders of the class A shares shall be entitled to receive the remaining property of the Company.

(d) Purchase by Company. Subject to the provisions of the Act, the Company may purchase for cancellation at any time all, or from time to time any number, of the outstanding class A shares in the open market or pursuant to private contract with one or more holders of class A shares or tenders received by the Company upon invitation for tenders addressed to all holders of the class A shares at the lowest price or prices at which, in the opinion of the directors, the shares are obtainable. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class A shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

2. The class B shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) [Intentionally Deleted].

(b) [Intentionally Deleted].

(c) Voting Rights. Each class B share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Company (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Act).

(d) Dividends. The holders of the class B shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class C shares, the class D shares, the class E shares and the class A shares or any other shares ranking junior to the class B shares, cumulative dividends at a fixed rate of eight percent (8%) per annum calculated on the Class B Amount (as defined in paragraph 2(g)) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The holders of the class B shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(e) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class B shares shall be entitled to receive for each class B share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class C shares, the class D shares, the class E shares and the class A shares, or any other shares ranking junior to the class B shares, an amount equal to the Class B Amount of each such share plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(f) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class B shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class B shares then outstanding, or by invitation for tenders addressed to all the holders of the class B shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class B Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class B shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(g) Class B Amount. For the purposes of the foregoing paragraphs 2(d), (e) and (f), the "Class B Amount" of each class B share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another

class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class B share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class B share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class B share or the consideration received by the Company upon the issuance of such class B share from which no appeal may be taken or the period during which an appeal may be taken has expired.

(h) Amendments. No change to any of the provisions of paragraphs 2(a) to (g) or of this paragraph (h) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class B shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class B shares, in addition to any other approval required by the Act.

3. The class C shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) Voting Rights. Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class C shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Company.

(b) Dividends. The holders of the class C shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class D shares, the class E shares and the class A shares or any other shares ranking junior to the class C shares, but after payment of dividends to the holders of the class B shares, cumulative dividends at a rate per annum, determined in accordance with the provisions of this paragraph 3(b), calculated on the Class C Amount (as defined in paragraph 3(e)) of each such share and payable in

money, property or by the issue of fully paid shares of any class of the capital of the Company. The rate at which the holders of the class C shares shall be entitled to receive dividends as aforesaid for each period beginning with a particular Dividend Rate Date and ending immediately prior to the following Dividend Rate Date shall be set or reset, as the case may be, on each such particular Dividend Rate Date to the rate determined in accordance with the Dividend Rate Formula in respect of that particular Dividend Rate Date. For the purposes of this paragraph 3(b):

- (i) a "Dividend Rate Date" shall mean any date which is:
  - (A) the date of the issuance from time to time of any class C share; or,
  - (B) the anniversary date of a Dividend Rate Date following which no class C share is issued during the period of twelve (12) months ending immediately before such anniversary date;
- (ii) the "Dividend Rate Formula" in respect of any particular Dividend Rate Date shall mean the Thirty-Year U.S. Treasury Maturity Rate in respect of that Dividend Rate Date plus six percent (6%);
- (iii) the "Thirty-Year U.S. Treasury Maturity Rate" in respect of any particular Dividend Rate Date shall mean the arithmetic average, rounded to the nearest five hundredths of one percent (0.05%), of the two most recent weekly per annum Thirty Year Average Yields as published by the U.S. Federal Reserve Board during the preceding fourteen (14) calendar days before that Dividend Rate Date;
- (iv) a "Thirty Year Average Yield" shall mean the average yield to maturity for actively traded marketable United States Treasury fixed-interest-rate securities (adjusted to constant maturities of thirty years); and,
- (v) the "U.S. Federal Reserve Board" shall mean the Board of Governors of the Federal Reserve System of the United States of America.

The Secretary of the Company shall no later than fifteen (15) days after each Dividend Rate Date file a certificate signed by him in the minute book of the Company, which certificate shall set out the dividend rate of the class C shares as set for the relevant period after such Dividend Rate Date. The Secretary of the Company shall cause a copy of the certificate to be delivered to all registered holders of class C shares; such certificate shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of each such holder, as it appears on the records of the Company, or in the event that the address of any such holder does not appear on the records of the Company, then to the last address of such holder known to the Company. The holders of the class C shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class C shares shall be entitled to receive for each class C share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class D shares, the class E shares and the class A shares or to any other shares ranking junior to the class C shares, but after distribution to the holders of the class B shares, an amount equal to the Class C Amount plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(d) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class C shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class C shares then outstanding, or by invitation for tenders addressed to all the holders of the class C shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class C Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class C shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(e) Class C Amount. For the purposes of the foregoing paragraphs 3(b), (c) and (d), the "Class C Amount" of each class C share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received

by the Company upon the issuance of such class C share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class C share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class C share or the consideration received by the Company upon the issuance of such class C share from which no appeal may be taken or the period during which an appeal may be taken has expired.

(f) Amendments. No change to any of the provisions of the memorandum of association or articles of association of the Company shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class C shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class C shares, in addition to any other approval required by the Act; and no issuance of class C shares shall be made without the consent in writing of all the holders of issued and outstanding class C shares, if any.

4. The class D shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) Voting Rights. Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class D shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Company.

(b) Dividends. The holders of the class D shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class E shares and the class A shares or any other shares ranking junior to the class D shares, but after payment of dividends to the holders of the class B shares and the class C shares, cumulative dividends at a fixed rate of seven percent (7%) per annum calculated on the Class D Amount (as hereinafter in paragraph 4(g) defined) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The holders of the class D shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class D shares shall be entitled to receive for each class D share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class E shares and the class A shares or to any other shares ranking junior to the class D shares, but after distribution to the holders of the class B shares and the class C shares, an amount equal to the Class D Amount plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(d) **Redemption by Company.** The Company may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding class D shares on payment for each class D share to be redeemed of the Class D Amount plus all declared and unpaid dividends thereon (in paragraphs 4(e) and (f) called the "Class D Redemption Price").

(e) **Redemption Procedure.** Before redeeming any class D shares, the Company shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of class D shares to be redeemed, notice of the intention of the Company to redeem such shares held by such registered holder; such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Company, or in the event of the address of any such holder not appearing on the records of the Company, then to the last address of such holder known to the Company, at least one (1) day before the date specified for redemption; such notice shall set out the Class D Redemption Price, the date on which the redemption is to take place and, if part only of the class D shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Company shall pay or cause to be paid the Class D Redemption Price to the registered holders of the class D shares to be redeemed on presentation and surrender of the certificates for the class D shares so called for redemption at the registered office of the Company or at such other place or places as may be specified in such notice, and the certificates for such class D shares shall thereupon be cancelled, and the class D shares represented thereby shall thereupon be redeemed; from and after the date specified for redemption in such notice, the holders of the class D shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Class D Redemption Price, unless payment of the Class D Redemption Price shall not be made by the Company in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected; on or before the date specified for redemption, the Company shall have the right to deposit the Class D Redemption Price for the class D shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such class D shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the class D shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Class D Redemption Price applicable to their respective class D shares against presentation and surrender of the certificates representing such class D shares. If less than all of the class D shares are to be redeemed the shares to be redeemed shall be redeemed pro rata, disregarding fractions, unless the holders of the class D shares unanimously agree to the adoption of another method of selection of the class D shares to be redeemed. If less than all of the

class D shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(f) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class D shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class D shares then outstanding, or by invitation for tenders addressed to all the holders of the class D shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class D Redemption Price of each such share to be purchased. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class D shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(g) Class D Amount. For the purposes of the foregoing paragraphs 4(b), (c) and (d), the "Class D Amount" of each class D share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class D share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class D share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class D share or the consideration received by the Company upon the issuance of such class D share from which no appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to a redemption of any class D share, the Class D Redemption Price of such class D share is adjusted pursuant to a revision of fair market value as aforementioned, either the Company shall pay out to the former holder of such redeemed class D share or the said former holder of the redeemed class D share will reimburse the Company, as the case may be, the difference between the Class D Redemption Price of the said class D share as adjusted and the amount paid by the Company upon redemption, within sixty (60) days from the date of adjustment of the Class D Redemption Price.

(h) Amendments. No change to any of the provisions of paragraphs 4(a) to (g) or this paragraph (h) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class D shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class D shares, in addition to any other approval required by the Act.

5. The class E shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) Voting Rights. Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class E shares shall not be entitled to receive notice of, nor to attend or vote at meetings of the shareholders of the Company.

(b) Dividends. The holders of the class E shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class A shares or any other shares ranking junior to the class E shares, but after payment of dividends to the holders of the class B shares, the class C and the class D shares, non-cumulative dividends at a fixed rate per month or per annum, to be determined by resolution of the board of directors of the Company upon the first issuance of any such class E share, calculated on the Class E Amount (as hereinafter in paragraph 5(h) defined) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The holders of the class E shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class E shares shall be entitled to receive for each class E share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class A shares or to any other shares ranking junior to the class E shares, but after distribution to the holders of the class B shares, the class C shares and class D shares, an amount equal to the Class E Amount plus all declared and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(d) Redemption by Company. The Company may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding class E shares on payment for each class E share to be redeemed of the Class E Amount plus all declared and unpaid dividends thereon (in paragraphs 5(e), (f) and (g) called the "Class E Redemption Price").

(e) Redemption Procedure. Before redeeming any class E shares, the Company shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of class E shares to be redeemed, notice of the intention of the Company to redeem such shares held by such registered holder; such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Company, or in the event of the address of any such holder not appearing on the records of the Company, then to the last address of such holder known to the Company, at least one (1) day before the date specified for redemption; such notice shall set out the Class E Redemption Price, the date on which the redemption is to take place and, if part only of the class E shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Company shall pay or cause to be paid the Class E Redemption Price to the registered holders of the class E shares to be redeemed on presentation and surrender of the certificates for the class E shares so called for redemption at the registered office of the Company or at such other place or places as may be specified in such notice, and the certificates for such class E shares shall thereupon be cancelled, and the class E shares represented thereby shall thereupon be redeemed; from and after the date specified for redemption in such notice, the holders of the class E shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Class E Redemption Price, unless payment of the Class E Redemption Price shall not be made by the Company in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected; on or before the date specified for redemption, the Company shall have the right to deposit the Class E Redemption Price of the class E shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such class E shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the class E shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Class E Redemption Price applicable to their respective class E shares against presentation and surrender of the certificates representing such class E shares. If less than all of the class E shares are to be redeemed the shares to be redeemed shall be redeemed pro rata, disregarding fractions, unless the holders of the class E shares unanimously agree to the adoption of another method of selection of the class E shares to be redeemed. If less than all of the

class E shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(f) **Retraction by Holder.** A holder of class E shares shall be entitled to require the Company to redeem at any time all, or from time to time any part, of the class E shares registered in the name of such holder by tendering to the Company at its registered office the share certificate(s) representing the class E share(s) which the registered holder desires to have the Company redeem together with a request in writing specifying (i) the number of class E shares which the registered holder desires to have redeemed by the Company and (ii) the business day (in this paragraph referred to as the "Class E Redemption Date") on which the holder desires to have the Company redeem such class E share(s), which Class E Redemption Date shall not be less than five (5) days after the day on which the request in writing is given to the Company. Upon receipt of the share certificate(s) representing the class E share(s) which the registered holder desires to have the Company redeem together with such a request, the Company shall on, or at its option, before, the Class E Redemption Date redeem such class E shares by paying to the registered holder thereof, for each share to be redeemed, an amount equal to the Class E Redemption Price in respect thereof; such payment shall be made by cheque payable at par at any branch of the Company's bankers for the time being in Canada. The said class E shares shall be deemed to be redeemed on the date of payment of the Class E Redemption Price and from and after such date such class E shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the holders of class E shares in respect thereof. Notwithstanding the foregoing, the Company shall only be obliged to redeem class E shares so tendered for redemption to the extent that such redemption would not be contrary to any applicable law, and if such redemption of any such class E shares would be contrary to any applicable law, the Company shall only be obliged to redeem such class E shares to the extent that the moneys applied thereto shall be such amount (rounded to the next lower multiple of one hundred Canadian dollars (\$100.00)) as would not be contrary to such law, in which case the Company shall pay to each holder his pro rata share of the purchase moneys allocable. If less than all of the class E shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(g) **Purchase by Company.** The Company may purchase for cancellation at any time all, or from time to time any part, of the class E shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class E shares then outstanding, or by invitation for tenders addressed to all the holders of the class E shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class E Redemption Price of each such share to be purchased. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class E shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(h) Class E Amount. For the purposes of the foregoing paragraphs 5(b), (c) and (d), the "Class E Amount" of each class E share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class E share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class E share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class E share or the consideration received by the Company upon the issuance of such class E share from which no appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to a redemption of any class E share, the Class E Redemption Price of such class E share is adjusted pursuant to a revision of fair market value as aforementioned, either the Company shall pay out to the former holder of such redeemed class E share or the said former holder of the redeemed class E share will reimburse the Company, as the case may be, the difference between the Class E Redemption Price of the said class E share as adjusted and the amount paid by the Company upon redemption, within sixty (60) days from the date of adjustment of the Class E Redemption Price.

(i) Amendments. No change to any of the provisions of paragraphs 5(a) to (h) of this paragraph (i) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class E shares, voting separately as a class at a meeting of such holders specially called for that

purpose, or by a resolution in writing signed by all the holders of the class E shares, in addition to any other approval required by the Act.

**Blackline of Annex I Against Version Filed on February 4, 2010**

## ANNEX 1

### 3242795 NOVA SCOTIA LIMITED

1. The class A shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) Voting Rights. ~~Unless any class B share is issued and outstanding, each~~ Each class A share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Company (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Companies Act (hereinafter referred to as the "Act")). ~~For so long as any class B share is issued and outstanding, subject to the provisions of the Act or as otherwise expressly provided herein, the holders of class A shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Company.~~

(b) Dividends. The holders of the class A shares shall be entitled to receive, as and when declared by the board of directors, subject to the rights, privileges, restrictions and conditions attaching to the class B shares, class C shares, class D shares and the class E shares, dividends payable in money, property or by the issue of fully paid shares of any class of the capital of the Company.

(c) Liquidation, Dissolution or Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, subject to the rights, privileges, restrictions and conditions attaching to the class B shares, class C shares, class D shares and class E shares, the holders of the class A shares shall be entitled to receive the remaining property of the Company.

(d) Purchase by Company. Subject to the provisions of the Act, the Company may purchase for cancellation at any time all, or from time to time any number, of the outstanding class A shares in the open market or pursuant to private contract with one or more holders of class A shares or tenders received by the Company upon invitation for tenders addressed to all holders of the class A shares at the lowest price or prices at which, in the opinion of the directors, the shares are obtainable. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class A shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

2. The class B shares shall have attached thereto the following rights, privileges, restrictions and conditions:

~~(a) Issuance. No class B shares shall be issued unless an Event of Default (as defined in paragraph 2(b)) shall have occurred.~~

~~(a) [Intentionally Deleted].~~

~~(b) Event of Default.— For the purposes of the foregoing paragraph 2(a) an “Event of Default” shall be deemed to have occurred should either of the Company or Stone Container Corporation make an assignment for the benefit of creditors, or file or consent to the filing of a petition in bankruptcy, a proposal or a notice of intention under the Bankruptcy and Insolvency Act (Canada) or any other equivalent law of any other jurisdiction or be adjudicated insolvent or bankrupt, or petition or apply to any tribunal for any receiver, trustee, liquidator or sequestrator of or for all or substantially all of its property; or should either of the Company or Stone Container Corporation commence any proceeding relating to it or all or substantially all of its property under any reorganization, arrangement, readjustment, composition or liquidation law of any jurisdiction; or should there be commenced against either of the Company or Stone Container Corporation any such proceeding and it remains undismissed for a period of sixty (60) days; or should any receiver, trustee, liquidator or sequestrator of or for either of the Company or Stone Container Corporation or all or substantially all of its property be appointed or should either of the Company or Stone Container Corporation consent to or approve or accept any such proceeding or the appointment of any receiver, trustee, liquidator or sequestrator of or for either of the Company or Stone Container Corporation or all or substantially all of its property.~~

~~(b) [Intentionally Deleted].~~

(c) Voting Rights. Each class B share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Company (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the Act).

(d) Dividends. The holders of the class B shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class C shares, the class D shares, the class E shares and the class A shares or any other shares ranking junior to the class B shares, cumulative dividends at a fixed rate of eight percent (8%) per annum calculated on the Class B Amount (as defined in paragraph 2(g)) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The holders of the class B shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(e) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class B shares shall be entitled to receive for each class B share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class C shares, the class D shares, the class E shares and the class A shares, or any other shares ranking junior to the class B shares, an

amount equal to the Class B Amount of each such share plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(f) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class B shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class B shares then outstanding, or by invitation for tenders addressed to all the holders of the class B shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class B Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class B shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(g) Class B Amount. For the purposes of the foregoing paragraphs 2(d), (e) and (f), the "Class B Amount" of each class B share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class B share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class B share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class B share or the consideration received by the Company upon the issuance of such class B share

from which no appeal may be taken or the period during which an appeal may be taken has expired.

(h) Amendments. No change to any of the provisions of paragraphs 2(a) to (g) or of this paragraph (h) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class B shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class B shares, in addition to any other approval required by the Act.

3. The class C shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) Voting Rights. Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class C shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Company.

(b) Dividends. The holders of the class C shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class D shares, the class E shares and the class A shares or any other shares ranking junior to the class C shares, but after payment of dividends to the holders of the class B shares, cumulative dividends at a rate per annum, determined in accordance with the provisions of this paragraph 3(b), calculated on the Class C Amount (as defined in paragraph 3(e)) of each such share and payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The rate at which the holders of the class C shares shall be entitled to receive dividends as aforesaid for each period beginning with a particular Dividend Rate Date and ending immediately prior to the following Dividend Rate Date shall be set or reset, as the case may be, on each such particular Dividend Rate Date to the rate determined in accordance with the Dividend Rate Formula in respect of that particular Dividend Rate Date. For the purposes of this paragraph 3(b):

(i) a "Dividend Rate Date" shall mean any date which is:

(A) the date of the issuance from time to time of any class C share; or,

(B) the anniversary date of a Dividend Rate Date following which no class C share is issued during the period of twelve (12) months ending immediately before such anniversary date;

(ii) the "Dividend Rate Formula" in respect of any particular Dividend Rate Date shall mean the Thirty-Year U.S. Treasury Maturity Rate in respect of that Dividend Rate Date plus six percent (6%);

(iii) the "Thirty-Year U.S. Treasury Maturity Rate" in respect of any particular Dividend Rate Date shall mean the arithmetic average, rounded to the nearest

five hundredths of one percent (0.05%), of the two most recent weekly per annum Thirty Year Average Yields as published by the U.S. Federal Reserve Board during the preceding fourteen (14) calendar days before that Dividend Rate Date;

(iv) a “Thirty Year Average Yield” shall mean the average yield to maturity for actively traded marketable United States Treasury fixed-interest-rate securities (adjusted to constant maturities of thirty years); and,

(v) the “U.S. Federal Reserve Board” shall mean the Board of Governors of the Federal Reserve System of the United States of America.

The Secretary of the Company shall no later than fifteen (15) days after each Dividend Rate Date file a certificate signed by him in the minute book of the Company, which certificate shall set out the dividend rate of the class C shares as set for the relevant period after such Dividend Rate Date. The Secretary of the Company shall cause a copy of the certificate to be delivered to all registered holders of class C shares; such certificate shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of each such holder, as it appears on the records of the Company, or in the event that the address of any such holder does not appear on the records of the Company, then to the last address of such holder known to the Company. The holders of the class C shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) Liquidation, Dissolution and Winding-up. In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class C shares shall be entitled to receive for each class C share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class D shares, the class E shares and the class A shares or to any other shares ranking junior to the class C shares, but after distribution to the holders of the class B shares, an amount equal to the Class C Amount plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(d) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class C shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class C shares then outstanding, or by invitation for tenders addressed to all the holders of the class C shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class C Amount of each such share to be purchased plus all accrued and unpaid dividends thereon. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the

class C shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(e) Class C Amount. For the purposes of the foregoing paragraphs 3(b), (c) and (d), the "Class C Amount" of each class C share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class C share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class C share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class C share or the consideration received by the Company upon the issuance of such class C share from which no appeal may be taken or the period during which an appeal may be taken has expired.

(f) Amendments. No change to any of the provisions of the memorandum of association or articles of association of the Company shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class C shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class C shares, in addition to any other approval required by the Act; and no issuance of class C shares shall be made without the consent in writing of all the holders of issued and outstanding class C shares, if any.

4. The class D shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) **Voting Rights.** Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class D shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Company.
- (b) **Dividends.** The holders of the class D shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class E shares and the class A shares or any other shares ranking junior to the class D shares, but after payment of dividends to the holders of the class B shares and the class C shares, cumulative dividends at a fixed rate of seven percent (7%) per annum calculated on the Class D Amount (as hereinafter in paragraph 4(g) defined) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The holders of the class D shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.
- (c) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class D shares shall be entitled to receive for each class D share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class E shares and the class A shares or to any other shares ranking junior to the class D shares, but after distribution to the holders of the class B shares and the class C shares, an amount equal to the Class D Amount plus all accrued and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.
- (d) **Redemption by Company.** The Company may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding class D shares on payment for each class D share to be redeemed of the Class D Amount plus all declared and unpaid dividends thereon (in paragraphs 4(e) and (f) called the "Class D Redemption Price").
- (e) **Redemption Procedure.** Before redeeming any class D shares, the Company shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of class D shares to be redeemed, notice of the intention of the Company to redeem such shares held by such registered holder; such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Company, or in the event of the address of any such holder not appearing on the records of the Company, then to the last address of such holder known to the Company, at least one (1) day before the date specified for redemption; such notice shall set out the Class D Redemption Price, the date on which the redemption is to take place and, if part only of the class D shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Company shall pay or cause to be paid the Class D Redemption Price to the registered holders of the class D shares to be redeemed on presentation and surrender of the certificates for the class D shares so called for redemption at the registered office of the Company or at such other place or

places as may be specified in such notice, and the certificates for such class D shares shall thereupon be cancelled, and the class D shares represented thereby shall thereupon be redeemed; from and after the date specified for redemption in such notice, the holders of the class D shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Class D Redemption Price, unless payment of the Class D Redemption Price shall not be made by the Company in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected; on or before the date specified for redemption, the Company shall have the right to deposit the Class D Redemption Price for the class D shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such class D shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the class D shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Class D Redemption Price applicable to their respective class D shares against presentation and surrender of the certificates representing such class D shares. If less than all of the class D shares are to be redeemed the shares to be redeemed shall be redeemed pro rata, disregarding fractions, unless the holders of the class D shares unanimously agree to the adoption of another method of selection of the class D shares to be redeemed. If less than all of the class D shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(f) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class D shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class D shares then outstanding, or by invitation for tenders addressed to all the holders of the class D shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class D Redemption Price of each such share to be purchased. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class D shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(g) Class D Amount. For the purposes of the foregoing paragraphs 4(b), (c) and (d), the "Class D Amount" of each class D share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another

class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class D share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class D share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class D share or the consideration received by the Company upon the issuance of such class D share from which no appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to a redemption of any class D share, the Class D Redemption Price of such class D share is adjusted pursuant to a revision of fair market value as aforementioned, either the Company shall pay out to the former holder of such redeemed class D share or the said former holder of the redeemed class D share will reimburse the Company, as the case may be, the difference between the Class D Redemption Price of the said class D share as adjusted and the amount paid by the Company upon redemption, within sixty (60) days from the date of adjustment of the Class D Redemption Price.

(h) Amendments. No change to any of the provisions of paragraphs 4(a) to (g) or this paragraph (h) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class D shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class D shares, in addition to any other approval required by the Act.

5. The class E shares shall have attached thereto the following rights, privileges, restrictions and conditions:

(a) **Voting Rights.** Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the class E shares shall not be entitled to receive notice of, nor to attend or vote at meetings of the shareholders of the Company.

(b) **Dividends.** The holders of the class E shares shall be entitled to receive, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the class A shares or any other shares ranking junior to the class E shares, but after payment of dividends to the holders of the class B shares, the class C and the class D shares, non-cumulative dividends at a fixed rate per month or per annum, to be determined by resolution of the board of directors of the Company upon the first issuance of any such class E share, calculated on the Class E Amount (as hereinafter in paragraph 5(h) defined) of each such share payable in money, property or by the issue of fully paid shares of any class of the capital of the Company. The holders of the class E shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

(c) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding-up its affairs, the holders of the class E shares shall be entitled to receive for each class E share, in preference and priority to any distribution of the property or assets of the Company to the holders of the class A shares or to any other shares ranking junior to the class E shares, but after distribution to the holders of the class B shares, the class C shares and class D shares, an amount equal to the Class E Amount plus all declared and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

(d) **Redemption by Company.** The Company may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding class E shares on payment for each class E share to be redeemed of the Class E Amount plus all declared and unpaid dividends thereon (in paragraphs 5(e), (f) and (g) called the "Class E Redemption Price").

(e) **Redemption Procedure.** Before redeeming any class E shares, the Company shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of class E shares to be redeemed, notice of the intention of the Company to redeem such shares held by such registered holder; such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Company, or in the event of the address of any such holder not appearing on the records of the Company, then to the last address of such holder known to the Company, at least one (1) day before the date specified for redemption; such notice shall set out the Class E Redemption Price, the date on which the redemption is to take place and, if part only of the class E shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed; on or after the date so specified for redemption the Company shall pay or cause to be paid the Class E Redemption Price to the registered holders of the class E shares to be

redeemed on presentation and surrender of the certificates for the class E shares so called for redemption at the registered office of the Company or at such other place or places as may be specified in such notice, and the certificates for such class E shares shall thereupon be cancelled, and the class E shares represented thereby shall thereupon be redeemed; from and after the date specified for redemption in such notice, the holders of the class E shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Class E Redemption Price, unless payment of the Class E Redemption Price shall not be made by the Company in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected; on or before the date specified for redemption, the Company shall have the right to deposit the Class E Redemption Price of the class E shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such class E shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the class E shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Class E Redemption Price applicable to their respective class E shares against presentation and surrender of the certificates representing such class E shares. If less than all of the class E shares are to be redeemed the shares to be redeemed shall be redeemed pro rata, disregarding fractions, unless the holders of the class E shares unanimously agree to the adoption of another method of selection of the class E shares to be redeemed. If less than all of the class E shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(f) Retraction by Holder. A holder of class E shares shall be entitled to require the Company to redeem at any time all, or from time to time any part, of the class E shares registered in the name of such holder by tendering to the Company at its registered office the share certificate(s) representing the class E share(s) which the registered holder desires to have the Company redeem together with a request in writing specifying (i) the number of class E shares which the registered holder desires to have redeemed by the Company and (ii) the business day (in this paragraph referred to as the "Class E Redemption Date") on which the holder desires to have the Company redeem such class E share(s), which Class E Redemption Date shall not be less than five (5) days after the day on which the request in writing is given to the Company. Upon receipt of the share certificate(s) representing the class E share(s) which the registered holder desires to have the Company redeem together with such a request, the Company shall on, or at its option, before, the Class E Redemption Date redeem such class E shares by paying to the registered holder thereof, for each share to be redeemed, an amount equal to the Class E Redemption Price in respect thereof; such payment shall be made by cheque payable at par at any branch of the Company's bankers for the time being in Canada. The said class E shares shall be deemed to be

redeemed on the date of payment of the Class E Redemption Price and from and after such date such class E shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the holders of class E shares in respect thereof. Notwithstanding the foregoing, the Company shall only be obliged to redeem class E shares so tendered for redemption to the extent that such redemption would not be contrary to any applicable law, and if such redemption of any such class E shares would be contrary to any applicable law, the Company shall only be obliged to redeem such class E shares to the extent that the moneys applied thereto shall be such amount (rounded to the next lower multiple of one hundred Canadian dollars (\$100.00)) as would not be contrary to such law, in which case the Company shall pay to each holder his pro rata share of the purchase moneys allocable. If less than all of the class E shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(g) Purchase by Company. The Company may purchase for cancellation at any time all, or from time to time any part, of the class E shares outstanding, by private contract at any price, with the unanimous consent of the holders of the class E shares then outstanding, or by invitation for tenders addressed to all the holders of the class E shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Class E Redemption Price of each such share to be purchased. If upon any invitation for tenders two (2) or more shareholders submit tenders at the same price and if such tenders are accepted by the Company in whole or in part, then unless the Company accepts all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender. If less than all of the class E shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(h) Class E Amount. For the purposes of the foregoing paragraphs 5(b), (c) and (d), the "Class E Amount" of each class E share shall be an amount equal to the aggregate of (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money, and (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money, less (iii) all amounts paid in respect of such share on account of reductions of paid up capital. Subject to the provisions of the following subparagraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding subparagraph,

such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to have been the fair market value of the consideration received by the Company upon the issuance of such class E share. Such final determination shall reflect any assessment by the Minister of National Revenue or other taxing authority from which no appeal is taken or any agreement reached by the Company or the holder of such class E share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of such class E share or the consideration received by the Company upon the issuance of such class E share from which no appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to a redemption of any class E share, the Class E Redemption Price of such class E share is adjusted pursuant to a revision of fair market value as aforementioned, either the Company shall pay out to the former holder of such redeemed class E share or the said former holder of the redeemed class E share will reimburse the Company, as the case may be, the difference between the Class E Redemption Price of the said class E share as adjusted and the amount paid by the Company upon redemption, within sixty (60) days from the date of adjustment of the Class E Redemption Price.

(i) Amendments. No change to any of the provisions of paragraphs 5(a) to (h) of this paragraph (i) shall have any force or effect until it has been approved by a majority of not less than two-thirds (2/3) of the votes cast by the holders of the class E shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the class E shares, in addition to any other approval required by the Act.

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Moved cell	
Split/Merged cell	
Padding cell	

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Moved to	0
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