For Ministry Use Only
À l'usage exclusif du ministère

Ministry of Government Services
Ontario

Ministère des Services gouvernementaux

Ontario Corporation Number
Numéro de la société en Ontario

1751887

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

NOVEMBER 0 1 NOVEMBRE, 2007

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

ARTICLES OF AMALGAMATION
STATUTS DE FUSION

Form 4
Business Corporations Act

Formule 4
Loi sur les sociétés par actions

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT) :

CENTURY II HOLDINGS INC.

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

1243 ISLINGTON AVENUE

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

TORONTO — ONTARIO — M8X 1Y9

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

Postal Code/*Code postal*

3. Number of directors is:
Nombre d'administrateurs :

Fixed number
Nombre fixe

OR minimum and maximum
***OU** minimum et maximum*

1 — 10

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

First name, middle names and surname *Prénom, autres prénoms et nom de famille*	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code *Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal*	Resident Canadian State 'Yes' or 'No' *Résident canadien Oui/Non*
Alain Bedard	8585 Trans-Canada Highway, Suite 300, Saint-Laurent, Quebec H4S 1Z6	Yes
Salvatore Vitale	8585 Trans-Canada Highway, Suite 300, Saint-Laurent, Quebec H4S 1Z6	Yes
Josiane-Melaine Langlois	8585 Trans-Canada Highway, Suite 300, Saint-Laurent, Quebec H4S 1Z6	Yes

5. Method of amalgamation, check A or B
Méthode choisie pour la fusion – Cocher A ou B :

A - **Amalgamation Agreement / *Convention de fusion* :**

☒ The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.
Les actionnaires de chaque société qui fusionnne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions *à la date mentionnée ci-dessous.*

or
ou

B - **Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / *Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales* :**

☐ The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.
Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions *à la date mentionnée ci-dessous.*

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations *Dénomination sociale des sociétés qui fusionnent*	Ontario Corporation Number *Numéro de la société en Ontario*	Date of Adoption/Approval *Date d'adoption ou d'approbation* Year *année* / Month *mois* / Day *jour*
2148111 ONTARIO INC.	002148111	2007-10-25
2148112 ONTARIO INC.	002148112	2007-10-25
CENTURY II HOLDINGS INC.	000571534	2007-10-25

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

There shall be no restrictions on the business that the Corporation may carry on or on the powers that the Corporation may exercise.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre

The authorized share capital of the Corporation shall consist of an unlimited number of Common Shares and an unlimited number of Redeemable Preferred Shares.

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

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 :

See Pages 4A, 4B, 4C

SCHEDULE "A"

The following are the rights, privileges, restrictions and conditions attaching to the common shares and to the redeemable preferred shares of the Corporation.

I. Common Shares

The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Voting Rights

The holders of the common shares shall be entitled to receive notice of and to attend any meetings of the shareholders of the Corporation and, at any meeting of the shareholders of the Corporation, shall be entitled to one vote in respect of each common share held.

2. Dividends

The holders of the common shares shall, in the absolute discretion of the directors of the Corporation, be entitled to receive such dividends as may be declared by the Corporation, from time to time, in respect of the common shares.

3. Liquidation, Dissolution or Winding Up.

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs (whether voluntary or involuntary), the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the property or assets of the Corporation upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of the Corporation.

II. Redeemable Preferred Shares

The redeemable preferred shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Voting Rights

The holders of redeemable preferred shares shall not have any voting rights for the election of directors or for any other purpose and shall not be entitled to receive notice of, or to attend any meetings of the shareholders of the Corporation.

2. Dividends

The holders of the redeemable preferred shares shall not be entitled to receive dividends.

3. Redemption

3.1 Deemed Redemption

Subject to Section 3.5, immediately after 12:01 a.m. (the "Redemption Time") on November 1, 2007 (the "Effective Date"), the Corporation shall be deemed to have redeemed and cancelled, as of the Effective Time, each redeemable preferred share then issued and outstanding, for an amount equal to $10.20 per redeemable preferred share (the "Redemption Price"). Save as otherwise provide herein, no notice or other act or formality on the part of the Corporation shall be required to redeem the redeemable preferred shares.

3.2 Deposit of Redemption Price

Prior to the Effective Time, the Corporation shall deliver or cause to be delivered to CIBC Mellon Trust Company (the "Depositary"), at its principal office in Toronto, Ontario, an amount equal to the aggregate Redemption Price of the redeemable preferred shares redeemed by it pursuant to Section 3.1. Delivery of such amount in such a manner shall be a full and complete discharge of the Corporation's obligations to pay the Redemption Price to the holders of the redeemable preferred shares.

3.3 Payment of Redemption Price

The Depositary shall, within ten (10) Business Days of receipt by the Depositary, at its principal office in Toronto, Ontario, of (i) a duly completed and executed letter of transmittal for use by the Shareholders, in the form accompanying the notice of meeting and accompanying management proxy circular and form of proxy, sent to the shareholders of Century II Holdings Inc. in connection with the meeting of its shareholders held on October 25, 2007, as may be amended from time to time, (ii) the certificate(s) which formerly represented common shares of Century II Holdings Inc., and (iii) such other documents as the Depositary may, in its discretion , require, pay and deliver or cause to be paid and delivered to the order of the respective holders of the redeemable preferred shares, by way of cheque in an amount equal to the product of the Redemption Price and the number of redeemable preferred shares represented by the certificate(s) so surrendered to the Depositary.

3.4 Rights

From and after the Effective Time, the holders of the redeemable preferred shares shall not be entitled to exercise any of the rights of shareholders in respect thereof, except to receive the Redemption Price therefor, provided that if payment of the Redemption Price for any redeemable preferred share is not duly made by or on behalf of the Corporation in accordance with the provisions hereof, then the rights of such holders shall remain unaffected. Under no circumstances shall interest on the Redemption Price be paid by the Corporation or the Depositary, whether as a result of any delay in paying the Redemption Price or otherwise.

3.5 Restriction on Redemption Rights

Nothing herein shall be deemed to permit or oblige the Corporation to redeem or repurchase the redeemable preferred shares if the redemption or repurchase would contravene any applicable statute, regulation or rule of law or equity.

3.6 Certificate and Settlement Procedures

(1) No certificates will be issued in respect of redeemable preferred shares on or after the date hereof and, in the interim, certificates representing common shares of Century II Holdings Inc. shall be deemed to entitle each holder thereof to: (i) a number of redeemable preferred shares equal to the number of common shares Century II Holdings Inc. of which such holder is the registered holder; and (ii) receive payment of the

LtC

Redemption Price payable in respect of such redeemable preferred shares such holder was entitled to receive pursuant to the Amalgamation.

(2) Any certificate, which immediately prior to November 1, 2007 represented outstanding common shares of Century II Holdings Inc. (other than such common shares held by Dissenting Shareholders), that is not deposited with all other instruments required by Section 3.3 hereof, on or prior to November 1, 2013 (the "Surrender Date") shall cease to represent a claim or interest of any kind or nature as a shareholder or creditor of the Corporation. On such date, the former holder of the certificate referred to in the preceding sentence shall be deemed to have surrendered to the Corporation, for no consideration, an amount equal to the Redemption Price multiplied by the number of redeemable preferred shares formerly represented by such certificate (the "Surrendered Amount"). The Corporation shall not be liable to any Person in respect of the payment of the Surrendered Amount, or any portion thereof, to a public official pursuant to any applicable abandoned property, escheat or similar law. At any time after the Surrender Date, the Depositary shall pay to the Corporation any portion of the aggregate Redemption Price which relates to redeemable preferred shares in respect of which the holder thereof has not submitted the documents required by Section 3.3 of Article II of these share provisions. Any interest earned on the aggregate Redemption Price shall be paid by the Depositary to the Corporation.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

NONE

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

NONE

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions *constituent l'annexe A.*

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

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

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / *Nom et* ***signature originale*** *d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire).* ***Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.***

2148111 ONTARIO INC.

Names of Corporations / *Dénomination sociale des sociétés*

By / *Par*

Signature / *Signature*	Print name of signatory / *Nom du signataire en lettres moulées*	Description of Office / *Fonction*
	ALAIN BEDARD	PRESIDENT

2148112 ONTARIO INC.

Names of Corporations / *Dénomination sociale des sociétés*

By / *Par*

Signature / *Signature*	Print name of signatory / *Nom du signataire en lettres moulées*	Description of Office / *Fonction*
	ALAIN BEDARD	PRESIDENT

CENTURY II HOLDINGS INC.

Names of Corporations / *Dénomination sociale des sociétés*

By / *Par*

Signature / *Signature*	Print name of signatory / *Nom du signataire en lettres moulées*	Description of Office / *Fonction*
	GEOFF DAVIES	PRESIDENT

Names of Corporations / *Dénomination sociale des sociétés*

By / *Par*

Signature / *Signature* — Print name of signatory / *Nom du signataire en lettres moulées* — Description of Office / *Fonction*

Names of Corporations / *Dénomination sociale des sociétés*

By / *Par*

Signature / *Signature* — Print name of signatory / *Nom du signataire en lettres moulées* — Description of Office / *Fonction*

SCHEDULE "A"

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

I, Geoff Davies, of the City of London, in the Province of Ontario, state that:

1. This statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act").

2. I am a ~~Director~~ Officer of Century II Holdings Inc, one of the amalgamating Corporations (hereinafter called the "Corporation").

3. I have conducted such examinations of the books and records of the Corporation and have made such enquiries and investigations as are necessary to enable me to make this statement.

4. There are reasonable grounds for believing that:

   (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;

   (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and

   (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED the 30th day of October, 2007.

Geoff Davies

SCHEDULE "A"

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

I, Alain Bédard, of the City of Calgary, in the Province of Alberta, state that:

1. This statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act").

2. I am a Director of 2148111 Ontario Inc., one of the amalgamating Corporations (hereinafter called the "Corporation").

3. I have conducted such examinations of the books and records of the Corporation and have made such enquiries and investigations as are necessary to enable me to make this statement.

4. There are reasonable grounds for believing that:

   (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;

   (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and

   (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED the 30th day of October, 2007.

Alain Bédard

SCHEDULE "A"

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

I, Alain Bédard, of the City of Calgary, in the Province of Alberta, state that:

1. This statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario) (the "Act").

2. I am a Director of 2148112 Ontario Inc., one of the amalgamating Corporations (hereinafter called the "Corporation").

3. I have conducted such examinations of the books and records of the Corporation and have made such enquiries and investigations as are necessary to enable me to make this statement.

4. There are reasonable grounds for believing that:

   (a) the Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;

   (b) the realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes; and

   (c) no creditor of the Corporation will be prejudiced by the amalgamation.

DATED the 30th day of October, 2007.

Alain Bédard

Schedule "B"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of October 30, 2007, by and among 2148110 Ontario Inc. ("Acquisico"), a corporation incorporated under the Business Corporations Act (Ontario) and a wholly owned subsidiary of TFI Holdings Inc. ("TFI"), 2148111 Ontario Inc. ("Subco I"), a corporation incorporated under the Business Corporations Act (Ontario) and a wholly owned subsidiary of Acquisico, 2148112 Ontario Inc. ("Subco II"), a corporation incorporated under the Business Corporations Act (Ontario) and a wholly owned subsidiary of TFI (Subco I and Subco II being sometimes herein collectively referred to as "Purchaser"), and Century II Holdings Inc. (the "Company"), a corporation incorporated under the Business Corporations Act (Ontario).

RECITALS:

(a) The boards of directors and the shareholders of Purchaser and the Company (i) have determined that it is fair, advisable and in the best interests of Purchaser and the Company, respectively, and their respective shareholders, to enter into a business combination whereby Purchaser and the Company will amalgamate upon the terms and subject to the conditions set forth herein, and (ii) have approved and adopted this Agreement and the other transactions contemplated hereby in accordance with the Business Corporations Act (Ontario);

(b) The shareholders of the Company have approved the Transaction by Special Resolution at a special meeting of the Shareholders of the Company duly called in accordance and in compliance with the provisions of the Company's Constating Documents;

(c) Acquisico is authorized to issue an unlimited number of common shares of which, as of the date of this Agreement, 126,368,637 common shares are duly authorized, validly issued and outstanding as fully paid and non-assessable shares, and all such shares are owned beneficially and of record by TFI;

(d) Subco I is authorized to issue an unlimited number of common shares of which, as of the date of this Agreement, 126,368,637 common shares are duly authorized, validly issued and outstanding as fully paid and non-assessable shares and all such shares are owned beneficially and of record by Acquisico;

(e) Subco II is authorized to issue an unlimited number of common shares, of which, as of the date of this Agreement, 100,000 common shares are duly authorized, validly issued and outstanding as fully paid and non-assessable shares, and all such shares are owned beneficially and of record by TFI;

(f) The Company is authorized to issue an unlimited number of common shares, an unlimited number of Class A preferred shares issuable in series and an unlimited number of Class B preferred shares, of which, as of the date of this Agreement, 12,398,886 common shares are duly authorized, validly issued and outstanding, fully paid and non-assessable;

(g) Purchaser and the Company, acting under the authority contained in the *Business Corporations Act* (Ontario), have agreed to amalgamate and continue as one corporation on the terms hereinafter set out, and Acquisico has agreed to issue its common shares to TFI upon such amalgamation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Definitions

Capitalized terms not otherwise defined in this Agreement shall have the meaning attributed to them in the Business Combination Agreement made as of September 14, 2007, by and among TFI, Acquisico, Purchaser and the Company (the "Business Combination Agreement").

(1) In addition, for the purpose of this Agreement:

"Amalgamating Corporations" means, collectively, Purchaser and the Company.

"Amalgamation Agreement" or "Agreement" means this amalgamation agreement.

"Act" means the Business Corporations Act (Ontario) as in effect as of the date hereof and as may be amended from time to time prior to the Effective Time.

"Amalco" means the corporation resulting from the amalgamation of the Amalgamating Corporations.

"Certificate of Amalgamation" means the certificate of amalgamation to be issued by the Director under the Act giving effect to the Amalgamation.

"Circular" means, collectively, the notice of the shareholder meeting and the accompanying management proxy circular and form of proxy, including all appendices thereto, sent to the Shareholders in connection with the Shareholder Meeting, as may be amended from time to time.

"Common Shares" means the common shares of Amalco having attached thereto the rights, privileges, restrictions and conditions set forth in Schedule "A" to this Agreement.

"Depositary" means CIBC Mellon Trust Company or such other Person as may be appointed in such capacity in accordance with Section 2.06(a) of the Business Combination Agreement.

"Dissenting Shareholder" means a registered Shareholder who, in connection with the special resolution of the Shareholders approving and adopting the Amalgamation and this Agreement, has sent to the Company a written objection and a demand for payment within the time limits and in the manner prescribed by the Act, with respect to such Shareholder's common shares.

"Effective Date" means the date shown on the Certificate of Amalgamation.

"Effective Time" means the earliest moment on the Effective Date.

"Letter of Transmittal" means the letter of transmittal for use by the Shareholders, in the form accompanying the Circular.

"Paid-Up Capital" has the meaning given to it in the Tax Act.

"Preferred Shares" means the redeemable preferred shares of Amalco having attached thereto the rights, privileges, restrictions and conditions set forth in Schedule "A" to this Agreement.

"Redemption Price", in respect of each Preferred Share, means an amount of $10.20 per Share.

"Stated Capital" has the meaning given to it in the *Business Corporations Act* (Ontario).

"Shareholder" means a holder of common shares of the Company.

"Shareholder Meeting" means the special meeting of the Shareholders held on October 25, 2007, including any adjournment thereof, to consider the amalgamation contemplated hereby.

"Tax Act" means the *Income Tax Act* (Canada), as amended from time to time; provided that any reference herein to a provision of the Tax Act shall be deemed to include the corresponding provision, if any, of any provincial income tax legislation, *mutatis mutandis*.

Section 2 Amalgamation

Upon the terms and subject to the conditions set forth herein, the Amalgamating Corporations hereby agree to amalgamate on the Effective Date pursuant to Sections 175 and 176 and related provisions of the Act, and to continue as one corporation upon the terms and conditions herein set out.

Section 3 Name

The name of Amalco shall be Century II Holdings Inc.

Section 4 Registered Office

The address of the registered office of Amalco shall be 1243 Islington Avenue, Toronto, Ontario M8X 1Y9.

Section 5 Business and Powers

There shall be no restrictions on the business that Amalco may carry on or on the powers that Amalco may exercise.

Section 6 Authorized Share Capital

The authorized share capital of Amalco shall consist of an unlimited number of Common Shares and an unlimited number of Preferred Shares,.

Section 7 Restrictions on Transfer of Securities

The transfer of securities, other than non-convertible debt securities, in the capital of Amalco shall be restricted, in that no such security shall be transferred without the consent of the directors of Amalco expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by all such directors.

Section 8 Number of Directors and First Directors

(1) The minimum and maximum number of directors of Amalco shall be a minimum of one (1) and a maximum of ten (10), until changed in accordance with the Act. Until changed by special resolution of Amalco, or if the directors of Amalco are so authorized by special resolution of Amalco, by resolution of the said directors, the directors of Amalco shall consist of 3 directors and the first directors of Amalco shall be the following:

Name	Address for Service	Resident Canadian
Alain Bédard	8585 Trans-Canada Highway Suite 300 Saint-Laurent, Québec H4S 1Z6	Yes
Salvatore Vitale	8585 Trans-Canada Highway Suite 300 Saint-Laurent, Québec H4S 1Z6	Yes
Josiane-Mélanie Langlois	8585 Trans-Canada Highway Suite 300 Saint-Laurent, Québec H4S 1Z6	Yes

(2) The first directors named above shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed, subject to Amalco's by-laws.

Section 9 By-laws

The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Subco I in effect at the Effective Date. A copy of such by-laws may be examined at the offices of Heenan Blaikie LLP, located at 200 Bay Street, Suite 2600, South Tower, Royal Bank Plaza, Toronto, Ontario M5J 2J4.

Section 10 Borrowing Powers

The directors of Amalco may, without authorization of the shareholders of Amalco:

(a) borrow money upon the credit of Amalco;

(b) issue, reissue, sell or pledge debt obligations of Amalco;

(c) give a guarantee on behalf of Amalco to secure performance of an obligation of any person; and

(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Amalco, owned or subsequently acquired, to secure any obligation of Amalco.

The directors may by resolution delegate any or all of the powers referred to in this clause to a director, a committee of directors or an officer of Amalco.

Section 11 Issuance of Amalco Shares upon Amalgamation

At the Effective Time, the issued and outstanding shares in the capital of the Amalgamating Corporations shall be converted and cancelled as follows:

As to the common shares of the Company:

(a) The common shares of the Company that are issued and outstanding on the Effective Date (except for such common shares held by Dissenting Shareholders who are ultimately entitled to be paid the fair value thereof) shall be automatically converted into Preferred Shares, on the basis of one (1) Preferred Share for each common share of the Company, and each such common share of the Company shall be cancelled as at the Effective Time.

(b) No fraction of a Preferred Share will be issued upon conversion of common shares of the Company pursuant to the amalgamation contemplated hereby; instead, the number of Preferred Shares issuable to a Shareholder, on the conversion of common shares pursuant to subsection (a) above, shall be rounded up or down, as the case may be, to the nearest whole number of redeemable preferred shares.

(c) Dissenting Shareholders will be entitled to be paid in cash the fair value for their common shares in accordance with the provisions of the Act.

As to the common shares of Subco I:

The common shares of Subco I that are issued and outstanding on the Effective Date will be automatically converted into Common Shares, on the basis of one (1) Common Share for each common share of Subco I, and each such common share of Subco I shall be cancelled as at the Effective Time.

As to the common shares of Subco II:

The common shares of Subco II that are issued and outstanding on the Effective Date will be automatically converted into common shares of Acquisico, on the basis of one (1) common share of Acquisico for each common share of Subco II, and each such common share of Subco II shall be cancelled as at the Effective Time.

Section 18 Termination

Without prejudice to any other rights or recourse of the parties hereto, and notwithstanding any other provision hereof or the approval of this Agreement by the shareholders of any or all of the Amalgamating Corporations, upon the termination of the Business Combination Agreement, at any time prior to the endorsement of the Certificate of Amalgamation, this Agreement shall immediately and automatically terminate and be of no further force or effect, without further notice or delay.

Section 19 Filing of Articles of Amalgamation

Provided that this Agreement has not otherwise been terminated, the Articles of Amalgamation will be filed on the Effective Date contemplated in the Business Combination Agreement promptly after the conditions specified in the Business Combination Agreement have been satisfied or waived, together with any and all documents required by the Act and the regulations thereunder.

Section 20 Modifications of this Agreement

Subject to any requirements imposed by law or by a court of competent jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms or conditions hereof may be waived, but only by written instrument executed by the Company, Purchaser and TFI. No waiver of any nature, in any one or more instances, shall be deemed or construed as a further continued waiver of any condition or breach of any other term in this Agreement.

Section 21 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and any action or proceeding arising out of or relating to this Agreement may be initiated by the parties in any court of competent jurisdiction in Canada.

Section 22 Entire Agreement

This Agreement, the Business Combination Agreement and the Confidentiality Agreement constitute the entire agreement between the parties pertaining to the subject matter of this Agreement. There are no warranties, conditions or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement, the Business Combination Agreement or the Confidentiality Agreement.

Section 23 Counterparts.

This Agreement may be executed and delivered (including by facsimile transmission) in two counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have executed this Amalgamation Agreement.

2148110 ONTARIO INC.

By:
Name: Alain Bédard
Title: Chairman of the Board, President & Chief Executive Officer

2148111 ONTARIO INC.

By:
Name: Alain Bédard
Title: Chairman of the Board, President & Chief Executive Officer

2148112 ONTARIO INC.

By:
Name: Alain Bédard
Title: Chairman of the Board, President & Chief Executive Officer

TFI HOLDINGS INC.

By:
Name: Alain Bédard
Title: Chairman of the Board, President & Chief Executive Officer

CENTURY II HOLDINGS INC.

By:
Name: Geoffrey P. Davies
Title: President

SCHEDULE "A"

The following are the rights, privileges, restrictions and conditions attaching to the common shares and to the redeemable preferred shares of Century II Holdings Inc.

I. Common Shares

The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Voting Rights

The holders of the common shares shall be entitled to receive notice of and to attend any meetings of the shareholders of the Corporation and, at any meeting of the shareholders of the Corporation, shall be entitled to one vote in respect of each common share held.

2. Dividends

The holders of the common shares shall, in the absolute discretion of the directors of the Corporation, be entitled to receive such dividends as may be declared by the Corporation, from time to time, in respect of the common shares.

3. Liquidation, Dissolution or Winding Up.

In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs (whether voluntary or involuntary), the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive the property or assets of the Corporation upon such distribution in priority to or rateably with the holders of the common shares, be entitled to receive the remaining property and assets of the Corporation.

II. Redeemable Preferred Shares

The redeemable preferred shares shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Voting Rights

The holders of redeemable preferred shares shall not have any voting rights for the election of directors or for any other purpose and shall not be entitled to receive notice of, or to attend any meetings of the shareholders of the Corporation.

2. Dividends

The holders of the redeemable preferred shares shall not be entitled to receive dividends.

3. Redemption

3.1 Deemed Redemption

Subject to Section 3.5, immediately after 12:01 a.m. (the "Redemption Time") on November 1, 2007 (the "Effective Date"), the Corporation shall be deemed to have redeemed and cancelled, as of the Effective Time, each redeemable preferred share then issued and outstanding, for an amount equal to $10.20 per redeemable preferred share (the "Redemption Price"). Save as otherwise provide herein, no notice or other act or formality on the part of the Corporation shall be required to redeem the redeemable preferred shares.

3.2 Deposit of Redemption Price

Prior to the Effective Time, the Corporation shall deliver or cause to be delivered to CIBC Mellon Trust Company (the "Depositary"), at its principal office in Toronto, Ontario, an amount equal to the aggregate Redemption Price of the redeemable preferred shares redeemed by it pursuant to Section 3.1. Delivery of such amount in such a manner shall be a full and complete discharge of the Corporation's obligations to pay the Redemption Price to the holders of the redeemable preferred shares.

3.3 Payment of Redemption Price

The Depositary shall, within ten (10) Business Days of receipt by the Depositary, at its principal office in Toronto, Ontario, of (i) a duly completed and executed letter of transmittal for use by the Shareholders, in the form accompanying the notice of meeting and accompanying management proxy circular and form of proxy, sent to the shareholders of Century II Holdings Inc. in connection with the meeting of its shareholders held on October 25, 2007, as may be amended from time to time, (ii) the certificate(s) which formerly represented common shares of Century II Holdings Inc., and (iii) such other documents as the Depositary may, in its discretion , require, pay and deliver or cause to be paid and delivered to the order of the respective holders of the redeemable preferred shares, by way of cheque in an amount equal to the product of the Redemption Price and the number of redeemable preferred shares represented by the certificate(s) so surrendered to the Depositary.

3.4 Rights

From and after the Effective Time, the holders of the redeemable preferred shares shall not be entitled to exercise any of the rights of shareholders in respect thereof, except to receive the Redemption Price therefor, provided that if payment of the Redemption Price for any redeemable preferred share is not duly made by or on behalf of the Corporation in accordance with the provisions hereof, then the rights of such holders shall remain unaffected. Under no circumstances shall interest on the Redemption Price be paid by the Corporation or the Depositary, whether as a result of any delay in paying the Redemption Price or otherwise.

3.5 Restriction on Redemption Rights

Nothing herein shall be deemed to permit or oblige the Corporation to redeem or repurchase the redeemable preferred shares if the redemption or repurchase would contravene any applicable statute, regulation or rule of law or equity.

3.6 Certificate and Settlement Procedures

(1) No certificates will be issued in respect of redeemable preferred shares on or after the date hereof and, in the interim, certificates representing common shares of Century II Holdings Inc. shall be deemed to entitle each holder thereof to: (i) a number of redeemable preferred shares equal to the number of common shares Century II Holdings Inc. of which such holder is the registered holder; and (ii) receive payment of the

Redemption Price payable in respect of such redeemable preferred shares such holder was entitled to receive pursuant to the Amalgamation.

(2) Any certificate, which immediately prior to November 1, 2007 represented outstanding common shares of Century II Holdings Inc. (other than such common shares held by Dissenting Shareholders), that is not deposited with all other instruments required by Section 3.3 hereof, on or prior to November 1, 2013 (the "Surrender Date") shall cease to represent a claim or interest of any kind or nature as a shareholder or creditor of the Corporation. On such date, the former holder of the certificate referred to in the preceding sentence shall be deemed to have surrendered to the Corporation, for no consideration, an amount equal to the Redemption Price multiplied by the number of redeemable preferred shares formerly represented by such certificate (the "Surrendered Amount"). The Corporation shall not be liable to any Person in respect of the payment of the Surrendered Amount, or any portion thereof, to a public official pursuant to any applicable abandoned property, escheat or similar law. At any time after the Surrender Date, the Depositary shall pay to the Corporation any portion of the aggregate Redemption Price which relates to redeemable preferred shares in respect of which the holder thereof has not submitted the documents required by Section 3.3 of Article II of these share provisions. Any interest earned on the aggregate Redemption Price shall be paid by the Depositary to the Corporation.