For Ministry Use Only
À l'usage exclusif du ministère

Ontario Corporation Number
Numéro de la société en Ontario

1282727

Ministry of Government Services | **Ministère des Services gouvernementaux**

Ontario

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

JANUARY 2 1 JANVIER, 2008

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

Form 6
Business Corporations Act

Formule 6
Loi sur les sociétés par actions

ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT

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

THE GRIFFIN CORPORATION

2. The new name of the corporation if changed by the arrangement: (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société si elle est modifiée par suite de l'arrangement : (Écrire en LETTRES MAJUSCULES SEULEMENT)

3. Date of incorporation/amalgamation: / *Date de la constitution ou de la fusion :*

1998/02/23
Year, Month, Day / *année, mois, jour*

4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the *Business Corporation Act.* / *Les actionnaires de la société ont approuvé l'arrangement conformement à l'article 182 de la* Loi sur les sociétés par actions.

5. A copy of the arrangement is attached to these articles as Exhibit "A" / *Une copie de l'arrangement constitute l'annexe «A».*

6. The arrangement was approved by the court on / *La cour a approuvé l'arrangement le*

2008/01/14
Year, Month, Day / *année, mois, jour*

and a certified copy of the Order of the court is attached to these articles as Exhibit "B". / *Une copie certifiée conforme de l'ordonnance de la cour constitue l'annexe «B».*

7. The terms and conditions to which the scheme is made subject by the Order have been complied with.
Les conditions que l'ordonnance impose au projet d'arrangement ont été respectées.

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

THE GRIFFIN CORPORATION
Name of Corporation / *Dénomination sociale de la société*

By/ *Par :*

Signature / *Signature*

Amin S. Visram, President
Description of Office / *Fonctions*

07163 (03/2006)

Exhibit "A"

PLAN OF ARRANGEMENT
UNDER SECTION 182
OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

Section 1.1. <u>Definitions.</u>

In this Plan of Arrangement the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Arrangement**" means the proposed arrangement under the provisions of Section 182 of the OBCA as set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order;

(b) "**Arrangement Agreement**" means the Arrangement Agreement, dated as of December 10, 2007, among Zayma and the Company providing for, among other things, the Arrangement;

(c) "**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Meeting for vote by holders of Company Common Shares and the holders of Options;

(d) "**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement that are required by the OBCA to be sent to the Director after the Final Order has been granted in order for the Arrangement to become effective;

(e) "**business day**" means a day except a Saturday, a Sunday or other day on which banks in Toronto, Ontario are not open for business;

(f) "**Certificate**" means the certificate or certificates or confirmation of filing which may be issued by the Director pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement;

(g) "**Closing Date**" shall be the fifth business day following receipt of the Final Order provided, however, that if the conditions set forth in Article 5 of the Arrangement Agreement shall not have been satisfied or waived on or by such date, the Closing Date shall be the third business day after such conditions shall have been satisfied or waived, but in no event shall the Closing Date be later than the business day prior to the Walk-Away Date (as defined in the Arrangement Agreement).

(h) "**Company**" means The Griffin Corporation, a corporation existing under the OBCA;

(i) "**Company Common Share**" means a common share in the capital of the Company;

(j) "**Company Shareholders**" means the holders of Company Common Shares;

(k) "**Company Stock Option Plan**" means the 2007 Amended and Restated Stock Option Plan of the Company;

(l) "**Consideration**" means $0.08 in cash per Company Common Share;

(m) "**Court**" means the Ontario Superior Court of Justice – Commercial List;

(n) "**Depositary**" means Equity Transfer & Trust Company at its offices set out in the Letter of Transmittal;

(o) "**Director**" means the Director appointed under Section 278 of the OBCA;

(p) "**Dissent Rights**" means the rights of dissent of the holders of the Company Common Shares in respect of the Arrangement described in Section 3.1;

(q) "**Dissenting Holder**" means any registered Company Shareholder who has duly exercised its Dissent Rights in strict compliance therewith and has not withdrawn or been deemed to have withdrawn such Dissent Rights;

(r) "**Effective Date**" means the date shown on the Certificate;

(s) "**Effective Time**" means 12:01 a.m. on the Effective Date;

(t) "**Final Order**" means the order of the Court approving the Arrangement as such order may be amended by the Court at any time prior to the Effective Time, or if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

(u) "**Interim Order**" means the interim order of the Court as contemplated by Section 1.2 of the Arrangement Agreement providing for among other things, the calling and holding of the Meeting, as the same may be amended by the Court;

(v) "**ITA**" means the *Income Tax Act* (Canada), as amended;

(w) "**Laws**" means all laws (including common law), statutes, ordinances, codes, rules, regulations, decrees and orders of applicable Governmental Authorities (as defined in the Arrangement Agreement).

(x) "**Letter of Transmittal**" means the letter of transmittal forwarded by the Company to Company Shareholders in connection with the Arrangement, in the form accompanying the Proxy Circular;

(y) "**Liens**" means liens, pledges, charges, mortgages, encumbrances, adverse rights or claims and security interests of any kind or nature whatsoever (including any restriction on the right to vote or transfer the same, except for such transfer restrictions of general applicability as may be provided under the articles of incorporation (or other comparable organization documents) of the Company or under applicable Laws;

(z) "**Meeting**" means the special meeting of holders of Company Common Shares and holders of Options (including any adjournment or postponement thereof) to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement Resolution.;

(aa) "**OBCA**" means the *Business Corporations Act* (Ontario), as amended;

(bb) "**Option**" means any option to purchase Company Common Shares granted under the Company Stock Option Plan which are outstanding and unexercised as of the date hereof;

(cc) "**Person**" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity, including a Governmental Authority (as defined in the Arrangement Agreement);

(dd) "**Proxy Circular**" means the notice of meeting and accompanying information circular relating to the Meeting (including all schedules and appendices thereto), as amended or supplemented from time to time;

(ee) "**Sixth Anniversary**" means the sixth anniversary of the Effective Date; and

(ff) "**Subsidiary**" has the meaning ascribed thereto in the OBCA.

(gg) "**Zayma**" means Zayma Realty Holdings Inc., a corporation incorporated under the OBCA;

Section 1.2. <u>Interpretation Not Affected by Headings, etc.</u>

The division of this Plan of Arrangement into articles, sections and other portions and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to "Article" or "section" followed by a number refers to the specified Article or section of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to this Plan of Arrangement, and any amendments, variations or supplements hereto made in accordance with the terms hereof or the Arrangement Agreement or made at the direction of the Court in the Final Order and do not refer to any particular Article, section or other portion of this Plan of Arrangement.

Section 1.3. <u>Rules of Construction.</u>

In this Plan of Arrangement, unless the context otherwise requires, (a) words importing the singular number include the plural and vice versa, (b) words importing any gender include all genders, and (c) "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

Section 1.4. <u>Date of Any Action.</u>

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

Section 1.5. Time.

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal are local time (Toronto, Ontario) unless otherwise stipulated herein or therein.

Section 1.6. Currency.

Unless otherwise stated, all references in this Plan of Arrangement to sums of money and payments to be made hereunder are expressed in lawful money of Canada.

Section 1.7. Statutes.

Any reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.

ARTICLE 2
ARRANGEMENT

Section 2.1. Arrangement Agreement.

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of the Arrangement Agreement, and constitutes an arrangement as referred to in Section 182 of the OBCA.

Section 2.2. Binding Effect.

This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective at, and be binding at and after, the Effective Time on (i) the Company, (ii) Zayma, and (iii) all registered and beneficial Company Shareholders.

Section 2.3. Arrangement.

On the Effective Date, subject to the Dissent Rights referred to in Section 3.1, the following events set out in this Section 2.3 shall occur and shall be deemed to occur consecutively in the order and at the times set out in this Section 2.3 without any further authorization, act or formality:

(a) Effective at the Effective Time:

   (i) each outstanding Company Common Share (other than the Company Common Shares that are held by holders who have exercised their Dissent Rights and who are ultimately entitled to be paid the fair value for such Company Common Shares and the Company Common Shares that are held by each of Zayma, M and SFV Memorial Foundation and Vista Hospitality Co. Canada Inc.) shall be transferred by the holder thereof to Zayma in exchange for a cash payment equal to the Consideration;

(ii) the names of the holders of the Company Common Shares transferred to Zayma shall be removed from the applicable registers of holders of Company Common Shares and Zayma will be recorded as the registered holder of the Company Common Shares so acquired and shall be deemed to be the legal and beneficial owner thereof free and clear of any Liens; and

(iii) the Company Stock Option Plan shall be terminated and all outstanding Options shall be cancelled without the payment of any consideration therefor.

ARTICLE 3
RIGHTS OF DISSENT

Section 3.1. Rights of Dissent.

(a) Registered Company Shareholders may exercise pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by this Section 3.1, the right of dissent in connection with the Arrangement, as the same may be modified by the Interim Order or the Final Order (the "**Dissent Rights**"); provided that notwithstanding Section 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in Section 185(6) of the OBCA must be received by the Company not later than 5:00 p.m. (Toronto time) on the business day preceding the Meeting, or if the Meeting is adjourned or postponed, 5:00 p.m. (Toronto time) on the business day preceding the date of such adjourned or postponed Meeting. Holders who duly exercise such Dissent Rights and who:

(i) are ultimately entitled to be paid by Zayma and/or the Company, the fair value for their Company Common Shares shall be deemed to have transferred such Company Common Shares to Zayma, without any further act or formality, free and clear of any Liens on the Effective Date contemporaneously with the event described in Section 2.3(a)(i) in exchange for a right to be paid the fair value of such Company Common Shares; or

(ii) are ultimately not entitled, for any reason, to be paid fair value for their Company Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Company Shareholder and shall receive \$0.08 in cash from Zayma for each Company Common Share.

(b) In no circumstances shall the Company, Zayma or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Company Common Shares in respect of which such rights are sought to be exercised.

(c) For greater certainty, in no case shall Zayma, the Company or any other Person be required to recognize Dissenting Holders as holders of Company Common Shares after the Effective Time, and the names of such Dissenting Holders shall be deleted from the register of Company Shareholders on the Effective Date at the same time as the event described in Section 2.3(a)(i) occurs and Zayma shall be recorded as the registered holder of the Company Common Shares so transferred and shall be deemed the legal and beneficial owner thereof free and clear of any Liens. In addition to any other restrictions under Section 185 of the OBCA and, for greater certainty, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Options and (ii) Company Shareholders who vote, or who have instructed a proxyholder to vote and have not revoked such instructions, in favor of the Arrangement Resolution.

ARTICLE 4
CERTIFICATES AND PAYMENTS

Section 4.1. Exchange of Certificates for Cash.

(a) On the Closing Date, prior to the filing of the Articles of Arrangement with the Director, Zayma shall deposit with the Depositary, for the benefit of Company Shareholders, cash in the aggregate amount equal to the payment contemplated by Section 2.3(a)(i). Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Company Common Shares that were exchanged for cash, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholder of such surrendered certificate shall be entitled to receive in exchange therefor from the Depositary, and the Depositary shall deliver as soon as possible to such Company Shareholder, a cheque (or other form of immediately available funds) representing the cash which such Company Shareholder has the right to receive under the Arrangement for such Company Common Shares, less any amounts withheld pursuant to Section 4.3 and any certificate so surrendered shall forthwith be cancelled. The cash deposited with the Depositary shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of Zayma.

(b) Until surrendered as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time represented Company Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Company Common Shares not duly surrendered on or before the Sixth Anniversary shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature against or in the Company or Zayma. On the Sixth Anniversary, all cash to which such former holder was entitled shall be deemed to have been surrendered to Zayma.

(c) Any payment made by way of cheque by the Depositary on behalf of the Company or Zayma that has not been deposited or has been returned to the Depositary, the Company, or Zayma or that otherwise remains unclaimed, in each case, on or before the Sixth Anniversary, and any right or claim to payment hereunder that remains outstanding on the Sixth Anniversary shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the consideration for Company Common Shares or Options, as the case may be, pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Company or Zayma, as applicable, for no consideration.

Section 4.2. Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Common Shares that were exchanged pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to Zayma and the Depositary in such sum as Zayma may direct, or otherwise indemnify Zayma and the Company in a manner satisfactory to the Company and Zayma, against any claim that may be made against Zayma and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.3. <u>Withholding Rights.</u>

The Company, Zayma and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any Company Shareholder or holder of Options such amounts as the Company, Zayma or the Depositary determines are required or permitted to be deducted and withheld with respect to such payment under the ITA, or any provision of federal, provincial, territorial, state, local or foreign tax Law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Company Shareholder, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 5
AMENDMENTS

Section 5.1. <u>Amendments to Plan of Arrangement.</u>

(a) The Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by Zayma, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Meeting (provided that Zayma shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting shall be effective only if (i) it is consented to by each of the Company and Zayma (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time unilaterally by Zayma, provided that it concerns a matter that, in the reasonable opinion of Zayma, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Company Shareholder.

ARTICLE 6
FURTHER ASSURANCES

Section 6.1. <u>Further Assurances.</u>

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

Exhibit "B"

Court File No. 07-CL-7320

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR	)	MONDAY, THE 14TH
	)	
JUSTICE C L CAMPBELL	)	DAY OF JANUARY, 2008

SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

IN THE MATTER OF an application by The Griffin Corporation, for approval of a proposed plan of arrangement involving The Griffin Corporation and its shareholders

APPLICATION UNDER the *Business Corporations Act*, R.S.O. 1990, c. B.16, s. 182

ORDER

THIS APPLICATION, made by the Applicant The Griffin Corporation ("Griffin"), for an Order approving the Plan of Arrangement as set out in Schedule "A" to this Order (the "Plan of Arrangement"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application, the Affidavit of Irwin W. Pasternak sworn December 10, 2007, the Supplementary Affidavit of Irwin W. Pasternak sworn December 11, 2007 and the Further Supplementary Affidavit of Irwin W. Pasternak sworn January 11, 2008, filed and the exhibits thereto, filed, and on hearing the submissions of counsel for Griffin,

UPON BEING SATISFIED that: (i) the special meeting of the holders of the common shares of Griffin (the "Griffin Shareholders") was called, held and conducted in accordance with the terms of the Order dated December 12, 2007 (the "Interim Order"); (ii) the Griffin Shareholders approved the Plan of Arrangement in accordance with the terms of the Interim Order; and (iii) that the terms and conditions of the Plan of Arrangement are fair and reasonable.

1. **THIS COURT ORDERS** that the Plan of Arrangement be and that the same is hereby approved.

2. **THIS COURT ORDERS** that Griffin, Zayma Realty Holdings Inc., and any further successors thereof, shall be entitled at any time to move to vary this final Order, to seek the advice and direction of this Court as to the implementation of this final Order and to apply for such further Order or Orders as may be appropriate.

DANS LE REGISTRE NO.:

JAN 1 4 2008

PER/PAR.

DOCSTOR: 1397331\1

SCHEDULE A

PLAN OF ARRANGEMENT
UNDER SECTION 182
OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

Section 1.1. Definitions.

In this Plan of Arrangement the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Arrangement**" means the proposed arrangement under the provisions of Section 182 of the OBCA as set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order;

(b) "**Arrangement Agreement**" means the Arrangement Agreement, dated as of December 10, 2007, among Zayma and the Company providing for, among other things, the Arrangement;

(c) "**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Meeting for vote by holders of Company Common Shares and the holders of Options;

(d) "**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement that are required by the OBCA to be sent to the Director after the Final Order has been granted in order for the Arrangement to become effective;

(e) "**business day**" means a day except a Saturday, a Sunday or other day on which banks in Toronto, Ontario are not open for business;

(f) "**Certificate**" means the certificate or certificates or confirmation of filing which may be issued by the Director pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement;

(g) "**Closing Date**" shall be the fifth business day following receipt of the Final Order provided, however, that if the conditions set forth in Article 5 of the Arrangement Agreement shall not have been satisfied or waived on or by such date, the Closing Date shall be the third business day after such conditions shall have been satisfied or waived, but in no event shall the Closing Date be later than the business day prior to the Walk-Away Date (as defined in the Arrangement Agreement).

(h) "**Company**" means The Griffin Corporation, a corporation existing under the OBCA;

(i) "**Company Common Share**" means a common share in the capital of the Company;

(j) "**Company Shareholders**" means the holders of Company Common Shares;

(k) "**Company Stock Option Plan**" means the 2007 Amended and Restated Stock Option Plan of the Company;

(l) "**Consideration**" means $0.08 in cash per Company Common Share;

(m) "**Court**" means the Ontario Superior Court of Justice – Commercial List;

(n) "**Depositary**" means Equity Transfer & Trust Company at its offices set out in the Letter of Transmittal;

(o) "**Director**" means the Director appointed under Section 278 of the OBCA;

(p) "**Dissent Rights**" means the rights of dissent of the holders of the Company Common Shares in respect of the Arrangement described in Section 3.1;

(q) "**Dissenting Holder**" means any registered Company Shareholder who has duly exercised its Dissent Rights in strict compliance therewith and has not withdrawn or been deemed to have withdrawn such Dissent Rights;

(r) "**Effective Date**" means the date shown on the Certificate;

(s) "**Effective Time**" means 12:01 a.m. on the Effective Date;

(t) "**Final Order**" means the order of the Court approving the Arrangement as such order may be amended by the Court at any time prior to the Effective Time, or if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

(u) "**Interim Order**" means the interim order of the Court as contemplated by Section 1.2 of the Arrangement Agreement providing for among other things, the calling and holding of the Meeting, as the same may be amended by the Court;

(v) "**ITA**" means the *Income Tax Act* (Canada), as amended;

(w) "**Laws**" means all laws (including common law), statutes, ordinances, codes, rules, regulations, decrees and orders of applicable Governmental Authorities (as defined in the Arrangement Agreement).

(x) "**Letter of Transmittal**" means the letter of transmittal forwarded by the Company to Company Shareholders in connection with the Arrangement, in the form accompanying the Proxy Circular;

(y) "**Liens**" means liens, pledges, charges, mortgages, encumbrances, adverse rights or claims and security interests of any kind or nature whatsoever (including any restriction on the right to vote or transfer the same, except for such transfer restrictions of general applicability as may be provided under the articles of incorporation (or other comparable organization documents) of the Company or under applicable Laws;

(z) "**Meeting**" means the special meeting of holders of Company Common Shares and holders of Options (including any adjournment or postponement thereof) to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement Resolution.;

(aa) "**OBCA**" means the *Business Corporations Act* (Ontario), as amended;

(bb) "**Option**" means any option to purchase Company Common Shares granted under the Company Stock Option Plan which are outstanding and unexercised as of the date hereof;

(cc) "**Person**" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity, including a Governmental Authority (as defined in the Arrangement Agreement);

(dd) "**Proxy Circular**" means the notice of meeting and accompanying information circular relating to the Meeting (including all schedules and appendices thereto), as amended or supplemented from time to time;

(ee) "**Sixth Anniversary**" means the sixth anniversary of the Effective Date; and

(ff) "**Subsidiary**" has the meaning ascribed thereto in the OBCA.

(gg) "**Zayma**" means Zayma Realty Holdings Inc., a corporation incorporated under the OBCA;

Section 1.2. Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles, sections and other portions and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to "Article" or "section" followed by a number refers to the specified Article or section of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereunder" and similar expressions refer to this Plan of Arrangement, and any amendments, variations or supplements hereto made in accordance with the terms hereof or the Arrangement Agreement or made at the direction of the Court in the Final Order and do not refer to any particular Article, section or other portion of this Plan of Arrangement.

Section 1.3. Rules of Construction.

In this Plan of Arrangement, unless the context otherwise requires, (a) words importing the singular number include the plural and vice versa, (b) words importing any gender include all genders, and (c) "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

Section 1.4. Date of Any Action.

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

Section 1.5. Time.

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein or in the Letter of Transmittal are local time (Toronto, Ontario) unless otherwise stipulated herein or therein.

Section 1.6. Currency.

Unless otherwise stated, all references in this Plan of Arrangement to sums of money and payments to be made hereunder are expressed in lawful money of Canada.

Section 1.7. Statutes.

Any reference to a statute includes all rules and regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.

ARTICLE 2
ARRANGEMENT

Section 2.1. Arrangement Agreement.

This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of the Arrangement Agreement, and constitutes an arrangement as referred to in Section 182 of the OBCA.

Section 2.2. Binding Effect.

This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective at, and be binding at and after, the Effective Time on (i) the Company, (ii) Zayma, and (iii) all registered and beneficial Company Shareholders.

Section 2.3. Arrangement.

On the Effective Date, subject to the Dissent Rights referred to in Section 3.1, the following events set out in this Section 2.3 shall occur and shall be deemed to occur consecutively in the order and at the times set out in this Section 2.3 without any further authorization, act or formality:

(a) Effective at the Effective Time:

(i) each outstanding Company Common Share (other than the Company Common Shares that are held by holders who have exercised their Dissent Rights and who are ultimately entitled to be paid the fair value for such Company Common Shares and the Company Common Shares that are held by each of Zayma, M and SFV Memorial Foundation and Vista Hospitality Co. Canada Inc.) shall be transferred by the holder thereof to Zayma in exchange for a cash payment equal to the Consideration;

(ii) the names of the holders of the Company Common Shares transferred to Zayma shall be removed from the applicable registers of holders of Company Common Shares and Zayma will be recorded as the registered holder of the Company Common Shares so acquired and shall be deemed to be the legal and beneficial owner thereof free and clear of any Liens; and

(iii) the Company Stock Option Plan shall be terminated and all outstanding Options shall be cancelled without the payment of any consideration therefor.

ARTICLE 3
RIGHTS OF DISSENT

Section 3.1. Rights of Dissent.

(a) Registered Company Shareholders may exercise pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by this Section 3.1, the right of dissent in connection with the Arrangement, as the same may be modified by the Interim Order or the Final Order (the "**Dissent Rights**"); provided that notwithstanding Section 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in Section 185(6) of the OBCA must be received by the Company not later than 5:00 p.m. (Toronto time) on the business day preceding the Meeting, or if the Meeting is adjourned or postponed, 5:00 p.m. (Toronto time) on the business day preceding the date of such adjourned or postponed Meeting. Holders who duly exercise such Dissent Rights and who:

(i) are ultimately entitled to be paid by Zayma and/or the Company, the fair value for their Company Common Shares shall be deemed to have transferred such Company Common Shares to Zayma, without any further act or formality, free and clear of any Liens on the Effective Date contemporaneously with the event described in Section 2.3(a)(i) in exchange for a right to be paid the fair value of such Company Common Shares; or

(ii) are ultimately not entitled, for any reason, to be paid fair value for their Company Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Company Shareholder and shall receive $0.08 in cash from Zayma for each Company Common Share.

(b) In no circumstances shall the Company, Zayma or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Company Common Shares in respect of which such rights are sought to be exercised.

(c) For greater certainty, in no case shall Zayma, the Company or any other Person be required to recognize Dissenting Holders as holders of Company Common Shares after the Effective Time, and the names of such Dissenting Holders shall be deleted from the register of Company Shareholders on the Effective Date at the same time as the event described in Section 2.3(a)(i) occurs and Zayma shall be recorded as the registered holder of the Company Common Shares so transferred and shall be deemed the legal and beneficial owner thereof free and clear of any Liens. In addition to any other restrictions under Section 185 of the OBCA and, for greater certainty, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Options and (ii) Company Shareholders who vote, or who have instructed a proxyholder to vote and have not revoked such instructions, in favor of the Arrangement Resolution.

ARTICLE 4
CERTIFICATES AND PAYMENTS

Section 4.1. Exchange of Certificates for Cash.

(a) On the Closing Date, prior to the filing of the Articles of Arrangement with the Director, Zayma shall deposit with the Depositary, for the benefit of Company Shareholders, cash in the aggregate amount equal to the payment contemplated by Section 2.3(a)(i). Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Company Common Shares that were exchanged for cash, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholder of such surrendered certificate shall be entitled to receive in exchange therefor from the Depositary, and the Depositary shall deliver as soon as possible to such Company Shareholder, a cheque (or other form of immediately available funds) representing the cash which such Company Shareholder has the right to receive under the Arrangement for such Company Common Shares, less any amounts withheld pursuant to Section 4.3 and any certificate so surrendered shall forthwith be cancelled. The cash deposited with the Depositary shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of Zayma.

(b) Until surrendered as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time represented Company Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Company Common Shares not duly surrendered on or before the Sixth Anniversary shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature against or in the Company or Zayma. On the Sixth Anniversary, all cash to which such former holder was entitled shall be deemed to have been surrendered to Zayma.

(c) Any payment made by way of cheque by the Depositary on behalf of the Company or Zayma that has not been deposited or has been returned to the Depositary, the Company, or Zayma or that otherwise remains unclaimed, in each case, on or before the Sixth Anniversary, and any right or claim to payment hereunder that remains outstanding on the Sixth Anniversary shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the consideration for Company Common Shares or Options, as the case may be, pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Company or Zayma, as applicable, for no consideration.

Section 4.2. Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Common Shares that were exchanged pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to Zayma and the Depositary in such sum as Zayma may direct, or otherwise indemnify Zayma and the Company in a manner satisfactory to the Company and Zayma, against any claim that may be made against Zayma and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.3. <u>Withholding Rights.</u>

The Company, Zayma and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable to any Company Shareholder or holder of Options such amounts as the Company, Zayma or the Depositary determines are required or permitted to be deducted and withheld with respect to such payment under the ITA, or any provision of federal, provincial, territorial, state, local or foreign tax Law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Company Shareholder, in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 5
AMENDMENTS

Section 5.1. <u>Amendments to Plan of Arrangement.</u>

(a) The Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by Zayma, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Meeting (provided that Zayma shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Meeting shall be effective only if (i) it is consented to by each of the Company and Zayma (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time unilaterally by Zayma, provided that it concerns a matter that, in the reasonable opinion of Zayma, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former Company Shareholder.

ARTICLE 6
FURTHER ASSURANCES

Section 6.1. __Further Assurances.__

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

IN THE MATTER OF an application by The Griffin Corporation for approval of a proposed plan of arrangement involving The Griffin Corporation and its shareholders

Court File No: 07-CL-7320

APPLICATION UNDER the *Business Corporations Act*, R.S.O., 1990, c. B.16, s.182

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

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