TIMBERWEST FOREST CORP.

ARTICLES

BUSINESS CORPORATIONS ACT
BRITISH COLUMBIA

Incorporation Number: BC0535950

INDEX

ARTICLE 1 - INTERPRETATION

Definitions

1.1 In these Articles, unless the context otherwise requires:

(a) "**these Articles**" means the articles of the Company from time to time and all amendments thereto, and the words "**herein**", "**hereto**", "**hereby**", "**hereunder**", "**hereof**" and similar words refer to these Articles as so defined and not to any particular Part, article or other subdivision of these Articles;

(b) "**board**" and "**directors**" mean the directors or sole director, as the case may be, of the Company for the time being;

(c) "**Business Corporations Act**" means the *Business Corporations Act* (British Columbia) from time to time in force and includes amendments thereto, and all regulations made pursuant thereto;

(d) "**Company**" means the Company which is named above;

(e) "**Interpretation Act**" means the *Interpretation Act* (British Columbia) from time to time in force and includes amendments thereto, and all regulations made pursuant thereto;

(f) "**registered address**" of a shareholder means the shareholder's address as recorded in the central **securities** register;

(g) "**share**" means a share in the capital of the Company;

(h) "**shareholder**" means a shareholder of the Company or a holder of a Stapled Unit as defined under Part 34 hereunder before the Separation Date as defined under Part 34 hereunder;

(i) "**Stapled Unit**" means a unit consisting of a Common Share, 100 Preferred shares and a Subordinate Note Receipt (as defined in Part 34 hereunder);

(j) "**trustee**", in relation to a shareholder, means the personal or other legal representative of the shareholder, and includes a trustee in bankruptcy of the shareholder.

Application of Business Corporations Act Definitions

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

Application of Interpretation Act

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

Conflict

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

Severability of Invalid Provisions

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

Effect of Omissions and Errors in Notices

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

Signing

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

ARTICLE 2 - ALTERATIONS

Change in Authorized Share Structure by Shareholders

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

(a) create one or more classes or series of shares;

(b) increase, reduce, establish or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares;

(c) if the Company is authorized to issue a class of shares with par value,

(i) subject to the Business Corporations Act, decrease the par value of those shares, or

(ii) increase the par value of those shares if none of the shares of that class of shares are allotted or issued;

(d) subdivide all or any of its unissued, or fully paid issued, shares with par value into shares of smaller par value;

(e) subdivide all or any of its unissued, or fully paid issued, shares without par value;

(f) consolidate all or any of its unissued, or fully paid issued, shares with par value into shares of larger par value;

(g) consolidate all or any of its unissued, or fully paid issued, shares without par value;

(h) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value;

(i) change all or any of its unissued shares without par value into shares with par value; or

(j) otherwise alter its authorized share structure or shares when required or permitted to do so by the Business Corporations Act.

Change in Authorized Share Structure by Directors

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

(a) if the special rights and restrictions of the class of shares to which the series belongs contemplates that the directors of the Company have such power or the directors are authorized to do so by the ordinary resolution creating the class of shares to which the series belongs:

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

(ii) determine the maximum number of any of those series of shares, determine that there is no maximum number or alter any determination made under this subparagraph;

(b) eliminate any class or series of shares if none of the shares of that class or series of shares are allotted or issued; or

(c) alter the identifying name of any of the shares of the Company.

Special Rights or Restrictions

2.3 Subject to the Business Corporations Act, the shareholders may from time to time, by ordinary resolution, authorize the Company to effect a change to these Articles to:

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

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

Change of Name

2.4 The directors may from time to time, by resolution, authorize the Company to effect a change to the Notice of Articles in order to change its name or adopt or change any translation of that name.

Other Alterations

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

ARTICLE 3 - SHARES AND SHARE CERTIFICATES

Sending of Share Certificate or Non-transferable Written Acknowledgement

3.1 Any share or unit certificate or non-transferable written acknowledgement of the shareholder's right which a shareholder is entitled to receive may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any agent of the Company is liable for any loss to the shareholder arising as a result of the accidental omission to send any share certificate or written acknowledgement or non-receipt of any share certificate or written acknowledgement so sent.

Joint Ownership

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

Limit on Registration of Joint Holders

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

Delivery of Jointly Held Certificate

3.4 A share or unit certificate for a share or Stapled Unit registered in the names of two or more persons shall be delivered to that one of them whose name appears first on the central securities register in respect of the share or Stapled Unit at that person's registered address.

Unregistered Interests

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

Directors Authorized to Issue Shares

3.6 Subject to the Business Corporations Act and the rights, if any, of the holders of issued shares or Stapled Units of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares or Stapled Units, and issued shares or Stapled Units held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

Commissions and Discounts

3.7 The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

Brokerage

3.8 The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

Share Purchase Warrants and Rights

3.9 Subject to the Business Corporations Act, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

Central Securities Register

3.10 As required by and subject to the Business Corporations Act, the Company must maintain in British Columbia a central securities register. The directors may, subject to the Business Corporations Act, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares or Stapled Units, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares or Stapled Units, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

ARTICLE 4 - SHARE TRANSFERS

Registering Transfers

4.1 A transfer of a share or Stapled Unit of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share or Stapled Unit to be transferred has received:

(a) a duly signed instrument of transfer in respect of the share or Stapled Unit;

(b) if a share or unit certificate has been issued by the Company in respect of the share or Stapled Unit to be transferred, that share or unit certificate;

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share or unit certificate has been issued by the Company in respect of the share or Stapled Unit to be transferred, that acknowledgment; and

(d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share or Stapled Unit to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share or Stapled Unit, the due signing of the instrument of transfer, the right of the transferee to have the transfer registered and that such transfer will be in compliance with all applicable laws.

Form of Instrument of Transfer

4.2 The instrument of transfer in respect of any share or Stapled Unit of the Company must be either in the form, if any, on the back of the Company's share or unit certificates or in any other form that may be approved by the directors from time to time.

Transferor Remains Shareholder

4.3 Except to the extent that the Business Corporations Act otherwise provides, the transferor of shares or Stapled Units is deemed to remain the holder of the shares or Stapled Units until the name of the transferee is entered in the central securities register or a branch securities register of the Company in respect of the transfer.

Signing of Instrument of Transfer

4.4 If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares or Stapled Units registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares or Stapled Units specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares or Stapled Units represented by the share or unit certificates or set out in the written acknowledgments deposited with the instrument of transfer:

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

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

Enquiry as to Title Not Required

4.5 Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares or Stapled Units, of any interest in the shares or Stapled Units, of any share or unit certificate representing such shares or Stapled Units or of any written acknowledgment of a right to obtain a share or unit certificate for such shares or Stapled Units.

Transfer Fee

4.6 There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

4.7 The transfer agent or registrar may refuse to record the issue or transfer of a share or Stapled Unit to an infant, bankrupt or person of unsound mind unless the board having knowledge of the circumstances, expressly approves of the transfer.

4.8 All instruments of transfer which are registered shall be retained by the Company or its transfer agent but any instrument of transfer, share or unit certificate and other documentation deposited for the purpose of a transfer that the board declines to register in the central securities register shall on demand be returned to the person depositing the same, or other person entitled thereto.

4.9 The directors may decline to register in the central securities register the transfer of a share or Stapled Unit on which the Company has a lien.

ARTICLE 5 - TRANSMISSION OF SHARES

Legal Personal Representative Recognized on Death

5.1 In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares or Stapled Units. Before recognizing a person as a legal personal representative of a shareholder, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

Rights of Legal Personal Representative

5.2 The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares or Stapled Units held by the shareholder, including the right to transfer the shares or Stapled Units in accordance with these Articles, provided the documents required by the Business Corporations Act and the directors have been deposited with the Company. The preceding sentence does not apply in the case of the death of a shareholder with respect to shares or Stapled Units registered in the shareholder's name and the name of another person in joint tenancy.

Shares Registered in the name of a Fiduciary

5.3 A share or Stapled Unit may be registered in the name of a person as executor, administrator, guardian, committee, curator, or trustee of a named person, trust or estate (the person in whose name any share or Stapled Unit is so registered or so proposed to be registered being herein referred to as a "fiduciary"), and

(a) where application is made to issue or transfer any share or Stapled Unit to a fiduciary, the Company shall be under no obligation to look into the authority of the fiduciary, who shall be presumed, as against the Company, to be acting in accordance with his authority;

(b) in the case of a transfer by a fiduciary, including a transfer by a fiduciary to himself, the Company shall not be obliged to enquire into the authority of the fiduciary or the propriety of the transaction or to ascertain whether the fiduciary continues to occupy his office at the time of transfer;

(c) in all cases the Company shall be entitled to act on any order of a court of record wherever constituted or having jurisdiction in proceedings to which the registered holder appears from the order to have been a party, directing a vesting or declaring the ownership of shares, as evidenced by a copy of the order of the court certified as such under its seal;

(d) as against the Company any grant of letters probate or letters of administration or order appointing a trustee, guardian, committee, curator or directing a vesting or declaring the ownership of shares, as evidenced by a certified copy thereof, shall be deemed to be in full force and effect and not to have been amended, revoked or reversed, unless and until there is served on the Company,

(i) a certificate, under the seal of a court of record appearing to have the required jurisdiction, that proceedings have been commenced by way of appeal or otherwise to amend, revoke or reverse the grant or order, or

(ii) a certified copy of an order of a court of record appearing to have the necessary jurisdiction by which the earlier grant or order is amended, revoked or reversed;

(e) any certificate issued under the seal of a court of record, and deposited with the Company or its transfer agent to the effect that any grant or order of that court of the nature described in Article 5.3(d) remains in full force and effect, has not been amended, revoked or reversed and that with respect to the grant or order there is no proceeding of the nature referred to in Article 5.3(d)(i) outstanding, shall, as against the Company, create the same presumption as to the validity of the grant or order as though the grant or order bore the same date as the certificate.

5.4 A person becoming entitled to a share or Stapled Unit in a fiduciary capacity in consequence of the death, bankruptcy or insanity of a shareholder, upon producing such evidence as the board finds sufficient that he sustains the character in which he purports to act, and of his entitlement to the share or Stapled Unit, shall, subject to compliance with applicable revenue legislation and other relevant law, be registered as holder of the share or Stapled Unit and may, subject to any restrictions and provisions as to transfers contained in these Articles, make any transfer of the share or Stapled Unit that the former shareholder could have made.

ARTICLE 6 - PURCHASE OF SHARES

Authority to Purchase Shares

6.1 Subject to the special rights and restrictions attached to any class or series of shares and the Business Corporations Act, the Company may purchase or otherwise acquire any of its shares or Stapled Units if authorized to do so by resolution of the directors at the price and upon the terms determined by the directors.

ARTICLE 7 - BORROWING POWERS

Powers of Directors

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

(a) borrow money for the purposes of the Company in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(b) raise or secure the repayment of any borrowed money, including by the issuance of bonds, perpetual or redeemable, debentures or debenture stock and other debt obligations either outright or as security for any liability or obligation of the Company or any other person;

(c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; or

(d) mortgage or charge, whether by way of specific or floating charge, grant a security interest or give other security on the whole or any part of the present and future property and undertaking of the Company, including uncalled capital.

7.2 If the directors or any of them or any other persons shall become personally liable for the payment of any amount primarily due from the Company, the directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

Assignment of Debt and Security Instruments

7.3 Debentures, debenture stock, bonds, mortgages, security interests and other securities may be made assignable free from any equities between the Company and the person to whom the same may be issued, and any other person who shall lawfully acquire the same by assignment, purchase or otherwise howsoever.

Terms of Debt and Security Instruments

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

Execution of Debt and Security Instruments

7.5 Every bond, debenture or other security of the Company shall be signed manually by at least one director or officer of the Company or by or on behalf of a trustee, registrar, branch registrar, transfer agent or branch transfer agent for the bond, debenture or other security appointed by the Company or under any instrument under which the bond, debenture or other security is issued and any additional signatures may be printed or otherwise mechanically reproduced and, in such event, a bond, debenture or other security so signed is as valid as if signed manually notwithstanding that any person whose signature is so printed or mechanically reproduced shall have ceased to hold the office that he is stated on such bond, debenture or other security to hold at the date of the issue thereof.

ARTICLE 8 - LIENS ON SHARES

8.1 The Company shall have a lien on every share or Stapled Unit and on all dividends payable on every share or Stapled Unit, standing registered in the name of a single shareholder for all moneys presently payable by such shareholder or his estate to the Company but the board may at any time declare any share or Stapled Unit to be wholly or in part exempt from the provisions of this Part.

8.2 The Company may sell, in such manner as the board thinks fit, any share or Stapled Unit on which the Company has a lien, but no such sale shall be made unless some amount in respect of which the lien exists is presently payable nor until the expiration of twenty-one days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or Stapled Unit or to the person entitled to the share or Stapled Unit by reason of such holder's death or bankruptcy.

8.3 The proceeds of the sale shall be firstly applied in payment of such part of the amount in respect of which the lien exists as is presently payable and secondly held in reserve to provide for the payment of such part of the balance of the amount as is payable at a fixed time and any residue shall be paid to the registered holder of the share or Stapled Unit at the date of the sale.

8.4 The purchaser shall be registered as the holder of the share or Stapled Unit and shall not be bound to see to the application of the purchase money nor shall his title to the share or Stapled Unit be affected by any irregularity or invalidity in the proceedings in reference to the sale.

ARTICLE 9 - SHAREHOLDER MEETINGS

Annual General Meetings

9.1 Unless otherwise allowed by the Business Corporations Act, the Company must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

Calling of Shareholder Meetings

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

Location of General Meetings

9.3 A general meeting of the Company may be held at any location outside British Columbia approved by a resolution of the directors.

Notice

9.4 Subject to the provisions of the Business Corporations Act regarding requisitions for general meetings and waiver of notice, the Company will send notice of the date, time and location of a meeting of shareholders to each shareholder entitled to vote at the meeting and to each director at least 21 days before the meeting.

9.5 The accidental omission to give notice of a general meeting to, or the failure to receive such notice by, any of the persons entitled to receive the same shall not invalidate any proceedings of that general meeting adjourned therefrom.

9.6 Persons entitled to notice of a general meeting may waive notice thereof or reduce the period of notice convening the meeting, by unanimous consent in writing, and may give such waiver before, during or after the meeting.

9.7 If at any general meeting of the Company, all the shareholders of the Company are present, the said shareholders may waive the necessity of giving any previous notice thereof, and an entry in the minute book of such waiver shall be sufficient evidence of the due convening of the meeting.

Special Business

9.8 If a general meeting is to consider special business within the meaning of Article 10.1, the notice of meeting will:

(a) state the general nature of the special business; and

(b) if the special business includes presenting, considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it, or be accompanied by, a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified by the notice; and

(ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

ARTICLE 10 - PROCEEDINGS AT SHAREHOLDER MEETINGS

Special Business

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

(a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of, or voting at, the meeting;

(b) at an annual general meeting, all business is special business except for the following:

(i) business relating to the conduct of, or voting at, the meeting;

(ii) consideration of any financial statements of the Company presented to the meeting;

(iii) consideration of any reports of the directors or auditor;

(iv) the election or appointment of directors or setting or changing the number of directors if such number is to be set or changed by shareholders;

(v) the appointment of an auditor;

(vi) the setting of the remuneration of an auditor, if such remuneration is to be set by shareholders;

(vii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and

(viii) any other business which, under these Articles or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

Special Majority

10.2 The majority of votes required for the Company to pass a special resolution and a special separate resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

Quorum

10.3 Subject to Article 10.4 and the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is 2 persons present in person or by proxy who, in the aggregate, hold or represent by proxy not less than 10% of the votes entitled to be cast at the meeting.

Sole Shareholder

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

(a) the quorum is one person who is, or who represents by proxy, that shareholder; and

(b) that shareholder, present in person or by proxy, may constitute the meeting.

Persons Entitled to Attend Meeting

10.5 In addition to those persons who are entitled to vote at a meeting of shareholders, the only persons entitled to be present at the meeting are the directors, the chief executive officer (if any), the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting, and any persons entitled or required under the Business Corporations Act, or these Articles to be present at the meeting, but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

Requirement of Quorum

10.6 No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

Lack of Quorum

10.7 If, within 1/2 hour from the time set for the holding of a meeting of shareholders, a quorum is not present,

(a) in the case of a general meeting convened by requisition of shareholders, the meeting is dissolved; and

(b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place, unless those shareholders present determine otherwise.

Quorum at Succeeding Meeting

10.8 If a meeting referred to in Article 10.7 was adjourned and if a quorum as provided in Article 10.3 is not present within 1/2 hour from the time set for the holding of the adjourned meeting, the persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

Chair

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

(a) the chair of the board, if any; or

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

(c) if both the chair of the board and the vice-chair of the board are absent or unwilling to act as chair of the meeting, the chief executive officer or president, if any.

Alternate Chair

10.10 If, at any meeting of shareholders:

(a) there is no chair of the board or vice-chair of the board or chief executive officer or president present within 15 minutes after the time set for holding the meeting; or

(b) the chair of the board and vice-chair of the board or chief executive officer or the president are unwilling to act as chair of the meeting; or

(c) the chair of the board and vice-chair of the board or chief executive officer or the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting;

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

Postponement or Cancellation of Meetings

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

Adjournments

10.12 The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Notice of Adjourned Meeting

10.13 It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

Procedure at Meetings

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

Casting Vote

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

Chair May Propose or Second Motion

10.16 The chair of any meeting of shareholders is entitled to propose or second a motion.

ARTICLE 11 - SHAREHOLDERS VOTES

Joint Shareholders

11.1 If there are joint shareholders registered in respect of any share or Stapled Unit:

(a) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(b) if more than one of the joint shareholders is present at any meeting, personally or by proxy, the joint shareholder present whose name stands first on the central securities register in respect of the share or Stapled Unit is alone entitled to vote in respect of that share or Stapled Unit.

Trustees or Legal Representatives

11.2 A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting. Two or more trustees or legal representatives of a shareholder in whose name any share or Stapled Unit is registered are, for the purposes of Article 11.1, deemed to be joint shareholders.

Representative of Corporate Shareholder

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

(a) for that purpose, the instrument appointing a representative must:

(i) be received at the registered office of the Company or at any other place specified in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, one business day, before the day set for the holding of the meeting or any adjourned meeting; or

(ii) if the directors so determine, be received at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;

(b) if a representative is appointed under this Article 11.3:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights that the appointing corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Decisions by Show of Hands or Poll

11.4 Subject to the Business Corporations Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

Declaration of Result

11.5 The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.4, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Manner of Taking Poll

11.6 Subject to Article 11.7, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

(i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(ii) in the manner, at the time and at the place that the chair of the meeting directs;

(b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(c) the demand for the poll may be withdrawn by the person who demanded it.

Demand for Poll on Adjournment

11.7 A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

Chair Must Resolve Dispute

11.8 In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

Casting of Votes

11.9 On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

No Demand for Poll on Election of Chair

11.10 No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

Demand for Poll Not to Prevent Continuance of Meeting

11.11 The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

Number of Votes by Shareholder or by Shares

11.12 Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 11.1,:

(a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share or Stapled Unit entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

Proxy Provisions Subject to Securities Requirements

11.13 Articles 11.14 to 11.18 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any state of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation.

Appointment of Proxy Holders

11.14 Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy. If a shareholder appoints more than one proxy holder for the same meeting, the shareholder must specify the number of shares or Stapled Units each proxy holder shall be entitled to vote.

Alternate Proxy Holders

11.15 A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

Proxy Holder Need Not Be Shareholder

11.16 A proxy holder need not be a shareholder of the Company.

Deposit of Proxy

11.17 A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days, days or hours specified in the notice, or if no such time is specified, one business day before the day set for the holding of the meeting or any adjourned meeting; or

(b) if the directors so determined, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting of adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including but not limited to electronic registration and voting.

Validity of Proxy Vote

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

(a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

Form of Proxy

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

[name of company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], or in the place of the foregoing [name], as proxy holder for the undersigned with power of substitution to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

[specify business to be voted on]

Number of shares or Stapled Units in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares or Stapled Units registered in the name of the undersigned):

Signed [month, day, year]
[Signature of shareholder]
[Name of shareholder-printed]

Revocation of Proxy

11.20 Subject to Article 11.21, every proxy may be revoked by an instrument in writing that is received:

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

(b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

Revocation of Proxy Must Be Signed

11.21 An instrument referred to in Article 11.20 must be signed as follows:

(a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy; or

(b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 11.3.

11.22 A proxy shall, to the extent that it is inconsistent with a proxy of a prior date, be deemed to revoke such prior proxy.

Production of Evidence of Authority to Vote

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

ARTICLE 12 - ELECTION AND REMOVAL OF DIRECTORS

Number of Directors

12.1 The number of directors shall: (i) not be less than one, if the Company is not a reporting issuer, or three, if the Company is a reporting issuer; and (ii) be within the minimum and maximum range as from time to time set by the shareholders and such minimum and maximum range if not so set shall be minimum three and maximum ten.

Actual Number of Directors

12.2 The actual number of directors of the Company from time to time shall be set by directors' resolution provided that Article 12.1 is complied with, and:

(a) subject to Article 12.1, the directors may appoint one or more additional directors between annual general meetings, but the number of additional directors appointed under this subparagraph **Error! Reference source not found.** must not at any time exceed one-third of the number of the current directors who were elected or appointed as directors other than under this subparagraph **Error! Reference source not found.**. Any director so appointed under this subparagraph **Error! Reference source not found.** ceases to hold office immediately before the next election of directors under Article 12.7, but is eligible for re-election.;

(b) subject to subparagraph **Error! Reference source not found.**, the shareholders may elect the directors otherwise needed to fill any vacancies in the board of directors arising from any increase in the number of directors pursuant to Article 12.1 above.

Directors' Acts Valid Despite Vacancy

12.3 An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

Remuneration of Directors

12.4 The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, may be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

Reimbursement of Expenses of Directors

12.5 The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

Special Remuneration for Directors

12.6 (a) If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

(b) Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

Election at Annual General Meeting

12.7 At every annual general meeting:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors are entitled to elect a board of directors consisting of the number of directors for the time being set under these Articles; and

(b) all the directors cease to hold office immediately before the election of directors under paragraph (a), but are eligible for re-election.

Failure to Elect or Appoint Directors

12.8 If:

(a) the Company fails to hold an annual general meeting on or before the date by which the annual general meeting is required to be held under the Business Corporations Act; or

(b) the shareholders fail at the annual general meeting to elect any directors;

then each director then in office continues to hold office until the earlier of:

(a) when his or her successor is elected or appointed; and

(b) when he or she otherwise ceases to hold office under the Business Corporations Act or these Articles.

Places of Retiring Directors Not Filled

12.9 If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

Directors May Fill Casual Vacancies

12.10 Any casual vacancy occurring in the board of directors may be filled by the directors.

Remaining Directors Power to Act

12.11 The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Business Corporations Act, for any other purpose.

Shareholders May Fill Vacancies

12.12 If the Company has no directors, the shareholders may elect directors to fill any vacancies on the board of directors.

Ceasing to be a Director

12.13 A director ceases to be a director when:

(a) the term of office of the director expires;

(b) the director dies;

(c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(d) the director is removed from office pursuant to Articles 12.14 or 12.15.

Removal of Director by Shareholders

12.14 The Company may remove any director before the expiration of his or her term of office by ordinary resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

Removal of Director by Directors

12.15 The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

ARTICLE 13 - ALTERNATE DIRECTORS

Appointment of Alternate Director

13.1 Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

Notice of Meetings

13.2 Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

Alternate for More Than One Director Attending Meetings

13.3 A person may be appointed as an alternate director by more than one director, and an alternate director:

(a) will be entitled to attend, speak, act and vote at such meeting as a director in place of his appointor if his appointor is absent;

(b) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(c) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(d) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(e) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

Consent Resolutions

13.4 Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

Alternate Director Not an Agent

13.5 Every alternate director is deemed not to be the agent of his or her appointor.

Revocation of Appointment of Alternate Director

13.6 An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

Ceasing to be an Alternate Director

13.7 The appointment of an alternate director ceases when:

(a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(b) the alternate director dies;

(c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(d) the alternate director ceases to be qualified to act as a director; or

(e) his or her appointor revokes the appointment of the alternate director.

Remuneration and Expenses of Alternate Director

13.8 The Company may, but is not obligated to, reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

ARTICLE 14 - POWERS AND DUTIES OF DIRECTORS

Powers of Management

14.1 The directors must, subject to the Business Corporations Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Business Corporations Act or by these Articles, required to be exercised by the shareholders of the Company.

Appointment of Attorney of Company

14.2 The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

Remuneration of Auditor

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

ARTICLE 15 - PROCEEDINGS OF DIRECTORS

Meetings of Directors

15.1 The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

Voting at Meetings

15.2 Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

Chair of Meetings

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

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the vice chair of the board, if any; or

(c) any other director chosen by the directors if:

(i) neither the chair of the board nor the vice chair of the board is present at the meeting within 15 minutes after the time set for holding the meeting;

(ii) neither the chair of the board nor the vice chair of the board is willing to chair the meeting; or

(iii) the chair of the board and the vice chair of the board have advised the secretary, if any, or any other director, that they will not be present at the meeting.

Meetings by Telephone or Other Communications Medium

15.4 A director may participate in a meeting of the directors or of any committee of the directors:

(a) in person;

(b) by telephone; or

(c) with the consent of all the directors, by other communications medium;

if all directors participating in the meeting, whether in person, by telephone or by other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 15.4 is deemed for all purposes of the Business Corporations Act and these Articles to be present at the meeting and to have agreed to participate in that manner.

Calling of Meetings

15.5 A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

Notice of Meetings

15.6 Other than for meetings held at regular intervals as determined by the directors pursuant to Article 15.1, notice of at least forty-eight (48) hours before the time fixed for each meeting of the directors specifying the place, day and time of that meeting shall be given to each of the directors and the alternate directors by any method set out in Article 21.1 or orally or by telephone.

When Notice Not Required

15.7 It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed;

(b) the director or alternate director, as the case may be, has waived notice of the meeting; or

(c) the directors have established a fixed time and place for holding directors' meetings.

Meeting Valid Despite Failure to Give Notice

15.8 The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

Waiver of Notice of Meetings

15.9 Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting, unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

Quorum

15.10 The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, shall be a majority of directors then in office or, if the number of directors is fixed at one, shall be one director. Any interested or conflicted director is to be counted in a quorum notwithstanding his interest or conflict.

15.11 A meeting of the board at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in or exercisable by the board generally.

15.12 The continuing director or directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the quorum of directors, the continuing director or directors may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the Company, but for no other purpose.

Consent Resolutions in Writing

15.13 A resolution of the directors or of any committee of the directors may be passed without a meeting:

(a) in all cases, if two-thirds of all of the directors entitled to vote on the resolution consent to it in writing; or

(b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if two-thirds of all of the other directors who have not made such a disclosure consent in writing to the resolution.

A consent in writing under this Article may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 15.13 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Business Corporations Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

Resolution need not be seconded

15.14 No resolution proposed at a meeting of the directors or at a meeting of a committee of the directors need to be seconded and the chairman of any meeting shall be entitled to move or propose a resolution.

ARTICLE 16 - EXECUTIVE AND OTHER COMMITTEES

Appointment and Powers of Executive Committee

16.1 The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

Appointment and Powers and Obligations of Audit Committee

16.2 Subject to the Business Corporations Act and any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation:

(a) the directors shall appoint an audit committee at the times and consisting of the directors that they consider appropriate;

(b) the audit committee shall exercise the powers and perform the functions and obligations given to it and required by the Business Corporations Act and by the said securities legislation, regulations, rules, administrative policy statements, blanket orders and rulings, notices and other administrative directions;

(c) the directors may, by resolution, delegate to the audit committee, in addition to the powers referred to in paragraph (b), any of the directors' powers, except:

(i) the power to fill vacancies in the board of directors;

(ii) the power to remove a director;

(iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(iv) the power to appoint or remove officers appointed by the directors; and

(d) the directors may make any delegation referred to in paragraph (c) subject to the conditions set out in the resolution or any subsequent directors' resolution.

Appointment and Powers of Other Committees

16.3 The directors may, by resolution:

(a) appoint one or more committees (other than the executive committee and the audit committee) consisting of the director or directors that they consider appropriate;

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

(i) the power to fill vacancies in the board of directors;

(ii) the power to remove a director;

(iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(iv) the power to appoint or remove officers appointed by the directors; and

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

Obligations of Committees

16.4 Any committee appointed under Articles 16.1, 16.2 or 16.3, in the exercise of the powers delegated to it, must:

(a) conform to any rules that may from time to time be imposed on it by the directors; and

(b) report every act or thing done in exercise of those powers at such times as the directors may require.

Powers of Board

16.5 The directors may, at any time, with respect to a committee appointed under Articles 16.1, 16.2 or 16.3:

(a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(b) terminate the appointment of, or change the membership of, the committee; and

(c) fill vacancies in the committee.

Committee Meetings

16.6 Subject to Article 16.4 and, in the case of the audit committee, the Business Corporations Act and the securities legislation, regulations, rules, administrative policy statements, blanket orders and rulings, notices and administrative directions referred to in Article 16.2, and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 16.1, 16.2 or 16.3:

(a) the committee may meet and adjourn as it thinks proper;

(b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(c) a majority of the members of the committee constitutes a quorum of the committee; and

(d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

16.7 All acts done by the board, or by a committee of the board, or by any person acting as a director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any director or person so acting, or that he was disqualified, be as valid as if every such person were qualified and had been duly appointed.

ARTICLE 17 - OFFICERS

Directors May Appoint Officers

17.1 The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

Functions, Duties and Powers of Officers

17.2 The directors may, for each officer:

(a) determine the functions and duties of the officer;

(b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

Qualifications

17.3 No officer may be appointed unless that officer is qualified in accordance with the Business Corporations Act. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or vice chair of the board must be a director. Any other officer need not be a director.

Remuneration and Terms of Appointment

17.4 All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

ARTICLE 18 - INDEMNIFICATION

Definitions

18.1 In this Part 18:

(a) **"associated corporation"** means a corporation or entity referred to in paragraph (ii) or (iii) of the definition of **"eligible party"** below;

(b) **"eligible party"** means an individual who:

(i) is or was a director, alternate director or officer of the Company;

(ii) is or was a director, alternate director or officer of another corporation,

A. at the time when the corporation is or was an affiliate of the Company, or

B. at the request of the Company, or

(iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director, alternate director or officer of a partnership, trust, joint venture, or other unincorporated entity;

(c) **"eligible penalty"** means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(d) **"eligible proceeding"** means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which an eligible party or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director, alternate director or officer of, or holding or having held a position equivalent to that of a director, alternate director of officer of the Company or an associated corporation:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(e) **"expenses"** has the meaning set out in the Business Corporations Act.

Mandatory Indemnification of Eligible Parties

18.2 (a) Subject to the Business Corporations Act, the Company must indemnify an eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, as they are incurred in advance of, or if not then paid, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding.

(b) The determination of any action, suit or proceeding by judgment, order, settlement, conviction or otherwise shall not, of itself, create a presumption that the person did not act honestly and in good faith and in the best interests of the Company and did not exercise the care, diligence and skill of a reasonably prudent person and, with respect to any criminal action or proceeding, did not have reasonable grounds to believe that his conduct was lawful.

(c) In addition to the foregoing, the Company shall indemnify the secretary or an assistant secretary of the Company (if he shall not be a full time employee of the Company and notwithstanding that he is also a director) and his respective heirs and legal representatives against all costs, charges and expenses whatsoever incurred by him or them and arising out of the functions assigned to the secretary by the Business Corporations Act or these Articles, and the secretary and each assistant secretary shall, on being appointed, be deemed to have contracted with the Company on the terms of the foregoing indemnity.

(d) Each eligible party or person entitled to indemnification under this section is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 18.2.

Indemnification of Other Persons

18.3 Subject to any restrictions in the Business Corporations Act, the Company may indemnify any person.

Non-Compliance with Business Corporations Act

18.4 The failure of a director, alternate director or officer of the Company to comply with the Business Corporations Act or these Articles or, if applicable, any former Companies Act or former Articles, does not invalidate any indemnity to which he or she is entitled under this Part.

Company May Purchase Insurance

18.5 The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, alternate director, officer, employee or agent of the Company;

(b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

Right of Indemnity not Exclusive

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

(b) Notwithstanding any other provisions set forth in this Part, the indemnification authorized by this Part shall be applicable only to the extent that any such indemnification shall not duplicate indemnity or reimbursement which that person has received or shall receive otherwise than under this Part.

18.7 Subject to the Business Corporations Act, no director or officer or employee for the time being of the Company shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or act for conformity, or for any loss, damage or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person, firm or corporation with whom or which any money, security or effect shall be lodged or deposited or for any loss occasioned by any error of judgment or oversight on his part or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his own wilful act or default, negligence, breach of trust or breach of duty.

18.8 Directors may rely upon the accuracy of any statement of fact represented by an officer of the Company to be correct or upon statements in a written report of the auditor of the Company and shall not be responsible or held liable for any loss or damage resulting from the paying of any dividends or otherwise acting in good faith upon any such statement.

ARTICLE 19 - DISCLOSURE OF INTEREST OF DIRECTORS

Other Office

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

No Disqualification

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

Professional Services

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

Accountability

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

ARTICLE 20 - DIVIDENDS

Declaration

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

No Notice

20.2 Unless required by applicable laws or rules of applicable stock exchanges, the directors need not give notice to any shareholder of any declaration under Article 20.1.

Timing of Payment

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

Dividends Proportionate to Number of Shares

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

Manner of Payment

20.5 The Company may pay any dividend wholly or partly by issuing shares or Stapled Units or warrants or by the distribution of property, specific assets, bonds, debentures or other debt obligations of the Company, or in any one or more of those ways.

Rounding

20.6 If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend. Notwithstanding any other provision of these Articles should any dividend result in any shareholder being entitled to a fractional part of a share, the directors shall have the right to pay such shareholder in place of that fractional share, the cash equivalent thereof calculated on the par value thereof or, in the case of shares without par value, calculated on the price or consideration for which such share was or was deemed to be issued, and shall have the further right and complete discretion to carry out such distribution and to adjust the rights of the shareholders with respect thereto on as practical and equitable a basis as possible including the right to arrange through a fiscal agent or otherwise for the sale, consolidation or other disposition of those fractional shares on behalf of those shareholders of the Company.

Method of Payment

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

(a) subject to paragraphs (b) and (c), to the registered address of the shareholder;

(b) subject to paragraph (c), in the case of joint shareholders, to the registered address of the joint shareholder whose name stands first on the central securities register in respect of the shares or Stapled Units or

(c) to the person and to the address as the shareholder or joint shareholders may direct in writing.

Joint Shareholders

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

Record Date

20.9 The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

Settlement of Difficulties

20.10 If any difficulty arises in regard to a distribution under Article 20.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(a) set the value for distribution of specific assets;

(b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(c) vest any such specific assets in trustees for the persons entitled to the dividend.

Dividend Bears No Interest

20.11 No dividend bears interest against the Company.

Payment of Dividends

20.12 Any dividend or other distribution payable in cash in respect of shares or Stapled Units may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

Capitalization of Retained Earnings or Surplus

20.13 Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

ARTICLE 21 - NOTICES

Method of Giving Notice

21.1 Unless the Business Corporations Act, these Articles or applicable securities legislation provides otherwise, a notice, statement, report or other record required or permitted by the Business Corporations Act or these Articles to be sent by or to a person may be sent by any one of the following methods:

(a) mail addressed to the person at the applicable address for that person as follows:

(i) for a record mailed to a shareholder, the shareholder's registered address;

(ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class; or

(iii) in any other case, the mailing address of the intended recipient;

(b) delivery at the applicable address for that person as follows, addressed to the person:

(i) for a record delivered to a shareholder, the shareholder's registered address;

(ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class; or

(iii) in any other case, the delivery address of the intended recipient;

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient; or

(f) as otherwise permitted by any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states in the United States that is applicable to the Company and all regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation.

Deemed Receipt

21.2 A notice, statement, report or other record that is:

(a) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 21.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

(b) faxed to a person to the fax number provided by that person referred to in Article 21.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(c) emailed to a person to the email address provided by that person referred to in Article 21.1 is deemed to be received by the person to whom it was emailed on the day it was emailed.

Certificate of Sending

21.3 A certificate signed by the secretary, if any, or other officer of the Company or of the transfer agent or any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 21.1 is conclusive evidence of that fact.

Notice to Joint Shareholders

21.4 A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share or Stapled Unit by providing such record to the joint shareholder first named in the central securities register in respect of the share or Stapled Unit.

Notice to Legal Personal Representatives and Trustees

21.5 A notice, statement, report or other record may be provided by the Company to the persons entitled to a share or Stapled Unit in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

(i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

ARTICLE 22 - EXECUTION OF INSTRUMENTS

Authority to Execute Instruments

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

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

(b) any two directors;

(c) if there is only one director, that director, alone; or

(d) the president, alone.

Seal

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

(a) such one or more directors or officers as are prescribed by resolution of the board; provided that a general resolution directing the use of the seal may at any time be passed by the directors and shall apply to the use of the seal until countermanded by another resolution of the directors of the Company;

(b) any two directors;

(c) if there is only one director of the Company, that director, alone; or

(d) the President or the Secretary.

Certified Copies

22.3 Notwithstanding Article 22.2, the Secretary or any other officer or any director of the Company may sign certificates and similar instruments (not including share certificates) on behalf of the Company for the purpose of certifying and verifying copies of or extracts from the Articles, the notice of articles, minutes of meetings or resolutions of the shareholders or the directors or any committee of the directors, or any instrument executed or issued by the Company, or for the purpose of certifying or verifying factual matters relating to the Company's business and affairs, and the Company's seal, if any, may be affixed to certificates or instruments in writing so signed.

Mechanical Reproduction of Seal

22.4 The directors may authorize the seal to be impressed by third parties on share or unit certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share or unit certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the Business Corporations Act or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share or unit certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and any two directors, any two officers, any officer together with any director, or any one or more directors or officers or persons as may be determined by the directors may in writing authorize such person to cause the seal to be impressed on such definitive or interim share or unit certificates or bonds, debentures or other securities by the use of such dies. Share or unit certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

Facsimile Signature

22.5 The signature of any one or more officers, directors and other persons determined by the directors, may, if authorized by the directors, be printed or otherwise mechanically reproduced upon any record executed or issued by the Company or any officer thereof. Any record on which the signature of any such person is so printed or mechanically reproduced by authorization of the directors shall be deemed to have been manually signed by such person whose signature is so printed or mechanically reproduced and shall be as valid to all intents and purposes as if such record had been signed manually, and notwithstanding that the person whose signature is so reproduced may have ceased to hold office at the date of the delivery or issue of such record.

ARTICLE 23 - WINDING-UP

23.1 If the Company is wound up, the liquidator may, with the sanction of a special resolution, divide amongst the shareholders in specie or kind the whole or any part of the assets of the Company, whether they consist of property of the same kind or not, and may for such purposes set such value as he deems fair upon any property to be so divided and may determine how such division shall be carried out as between the shareholders or different classes of shareholders.

23.2 The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the shareholders or any of them as the liquidator, with the like sanction, thinks fit, but so that no shareholder shall be compelled to accept any shares or Stapled Units or other securities whereon there is any liability.

ARTICLE 24 - REGISTRATION AND SHARE CERTIFICATES

24.1 Notwithstanding Part 3 hereof, a share certificate will be deemed to be valid if:

(a) it is delivered to the shareholder entitled thereto as part of a certificate representing Stapled Units; and

(b) it is a part of a certificate representing Stapled Units which certificate has been signed manually by at least one officer or director of the Company, or by or on behalf of the registrar, branch registrar, transfer agent or branch transfer agent of the Company.

24.2 For the purposes of these Articles, the register of holders of Stapled Units is the central securities register of the Company.

ARTICLE 25 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO CLASS A PREFERRED SHARES

25.1 The Class A Preferred shares with a par value of $1.00 each (the "Class A Preferred shares") have attached to them the special rights and restrictions set out in this ARTICLE 25 -.

Dividends

25.2 Each holder of a Class A Preferred share is entitled, as such, to receive, on the date fixed for payment thereof, and the Company will pay thereon, such dividends as the directors may in their sole and absolute discretion declare from time to time out of the money or other property of the Company properly applicable to the payment of dividends.

25.3 No holder of a Class A Preferred share will be entitled, as such, to any dividend other than or in excess of the dividends, if any, declared pursuant to Article 25.2.

25.4 The issued Common shares shall rank pari passu with the issued Class A Preferred shares with respect to dividends. The directors will not declare a dividend on the Common shares without declaring a dividend of the same aggregate amount on the issued Class A Preferred shares.

Company's Right to Redeem

25.5 Subject to these Articles, the Company has. the right, exercisable at any time and from time to time, to redeem, in whole or in part, the outstanding Class A Preferred shares.

25.6 Except with the consent of the holders of all the issued Class A Preferred shares, the Company may redeem Class A Preferred shares pursuant to Article 25.5 only on a pro rata basis among all holders of the Class A Preferred shares in accordance with the number of Class A Preferred shares held by each at that time.

Holder's Right of Retraction

25.7 Subject to these Articles, each holder of a Class A Preferred share has a one time right to require the Company to redeem that Class A Preferred share on July 15, 1997.

25.8 The Company need not redeem Class A Preferred shares pursuant to ARTICLE 25 -, pro rata among all holders of Class A Preferred shares.

Redemption Mechanics

25.9 The Company may exercise the right of redemption referred to in Article 25.5 and the holder of a Class A Preferred share may exercise the right of retraction referred to in Article 25.7, only by giving a notice in writing setting out the following:

(a) a statement that the Company or the holder, as the case may be, thereby exercises the right referred to in Article 25.5 or 25.7, as the case may be;

(b) the date of redemption of the relevant Class A Preferred shares, provided that the holder of a Class A Preferred share may not require the Company to redeem that Class A Preferred share on any date other than July 15, 1997; and

(c) the number of Class A Preferred shares to be redeemed.

The holder must give the relevant notice to the Company no later than July 10, 1997. The Company must give the relevant notice to the holders of the Class A Preferred shares to be redeemed.

25.10 Any person entitled to receive any notice pursuant to Article 25.9 may waive any of the requirements for that notice set out in Article 25.9 and that waiver, whether given before or after redemption, will cure any failure to fully comply with Article 25.9, whether the failure is to give that notice; to give the specified form of notice; or to give that notice by any particular date.

25.11 Subject to these Articles, the Company will redeem the number of Class A Preferred shares which are designated in any notice referred to in Article 25.9 on the date for redemption specified in that notice (provided that if the notice was given to the Company in exercise of the right referred to in Article 25.7, the Company will have no obligation to redeem those Class A Preferred shares on any date other than July 15, 1997) by paying the Redemption Amount in respect of those shares plus all declared but unpaid dividends thereon to the holder of those shares or in such other manner as may be allowed by these Articles.

25.12 If the Company gives notice of its intention to redeem a Class A Preferred share, the Company will have the right thereafter to deposit the amount payable on redemption for that Class A Preferred share into a special account in any chartered bank or any trust company, in Vancouver, British Columbia if, at the date of such deposit, the certificate representing that share has not been surrendered by the holder of that share in accordance with Article 25.14.

25.13 The Company will instruct that bank or trust company to pay the amount so deposited, without interest, to or to the order of the holder of that Class A Preferred share upon presentation and surrender to the bank or trust company of the certificate representing that Class A Preferred share. Upon the date of that deposit or upon the date specified for redemption in the notice, whichever is later, that Class A Preferred share to be redeemed will be redeemed and the rights of any holder of that Class A Preferred share, as such, thereafter will be limited to receiving, without interest, the amount for that Class A Preferred share so deposited against presentation and surrender of the certificate representing that Class A Preferred share. Interest, if any, allowed on any such deposit will belong to the Company.

25.14 The Company will be required to pay the amount payable on redemption for any Class A Preferred share only on presentation and surrender of the certificates for that Class A Preferred share called for redemption at the registered office of the Company or any other reasonable place in the lower mainland of British Columbia accepted by the Company.

25.15 On and after the day the price payable for the redemption of any Class A Preferred share is paid in full in the manner permitted by these Articles, the holder of that share will have no further right against the Company in respect of that share and that share will be and be deemed to have been redeemed on the day the price is paid in full.

25.16 If less than all the shares represented by any certificate are to be redeemed, the Company will issue a new certificate for the balance of those shares at the expense of the Company.

Definitions

25.17 Except as otherwise provided, in these Articles "Redemption Amount" in respect of any Class A Preferred share means $1.00.

Winding Up

25.18 In the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs, each holder of a Class A Preferred share will be entitled in respect of each such share to receive from the property and assets of the Company an amount equal to the Redemption Amount in respect of that share plus all declared but unpaid dividends thereon, pan passu with the holders of the Preferred shares with a par value of $0. 024456 each, the holders of the Preferred Shares Series A, the holders of the Preferred Shares Series B, the holders .of the Preferred Shares Series C and the holders of the Preferred Shares Series D, but shall not be entitled to share any further in the distribution of the property or assets of the Company.

Votes

25.19 The holders of the Class A Preferred shares, as such, are not entitled to receive notice of any meetings of shareholders of the Company and are not entitled to vote at any such meeting in person or by proxy (except as required by law or by these Articles).

ARTICLE 26 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO THE CLASS B PREFERRED SHARES

26.1 The Class B Preferred shares without par value (the "Class B Preferred shares") have attached to them the special rights and restrictions set out in this ARTICLE 26 -.

Issuance in Series

26.2 The Class B Preferred shares may, upon compliance with the applicable provisions of the Business Corporations Act, be issued at any time and from time to time in one or more series.

26.3 The directors may, by resolution duly passed before the issuance of Class B Preferred shares of any series, alter the Memorandum to fix the number of Class B Preferred shares in, and determine the designation of the Class B Preferred shares of, each series and alter the Memorandum or the Articles to create, define and attach special rights or restrictions to the Class B Preferred shares of each series, subject to any special rights and restrictions attached to the Class B Preferred shares as a class and subject to the provisions of the Business Corporations Act.

26.4 Subject to any special rights and restrictions attached to the Class B Preferred shares as a class and subject to the Business Corporations Act, the Class B Preferred shares of any series may have attached to them such special rights and restrictions as may be determined by the directors with respect to that series including (as examples only), without in any way limiting the generality of the foregoing, special rights and restrictions concerning (i) the rate or amount of dividends, whether cumulative or non-cumulative, the currency or currencies of payment, the date or dates and place or places of payment and the date or dates from which such dividends are to accrue, (ii) in the event of liquidation, dissolution or winding up of the Company or any other distribution of assets or property of the Company among the shareholders for the purpose of winding-up its affairs, the amount the holder of a Class B Preferred share is entitled to receive, (iii) the right to receive notice of or to attend or to vote at any meeting of shareholders of the Company, (iv) the right to convert or exchange Class B Preferred shares into shares, bonds, debentures or other securities in the Company, (v) the right of the Company to redeem or to purchase Class B Preferred shares, (vi) obligations with respect to sinking funds or funds for purchase or redemption of Class B Preferred shares, rights of retraction or share purchase plans, (vii) restrictions upon the payment of dividends on, or retirement of, any other shares of the Company or of any subsidiary of the Company, (viii) restrictions upon the redemption or purchase of any other shares of the Company or of any subsidiary of the Company, (ix) the exercise by the Company of any election open to it to make any payments of corporation, income or other taxes, (x) the subdivision, consolidation or reclassification of any shares of the Company, (xi) restrictions upon borrowing by the Company or by any subsidiary of the Company or the issue by the Company of any Class B Preferred shares in addition to the Class B Preferred shares of any series at any time outstanding, (xii) restrictions upon the reduction of capital by the Company or by any subsidiary of the Company, (xiii) restrictions upon the retirement of notes, bonds or debentures or other indebtedness of the Company or of any subsidiary of the Company, (xiv) limitations or restrictions upon or regulations concerning the conduct of the business of the Company or the investment of its funds, (xv) the holding of meetings of the holders of the Class B Preferred shares of any series, (xvi) restrictions upon the creation or issuance of any other shares or securities of the Company, (xvii) the right of holders of the Class B Preferred shares to convert or exchange shares of any class of the Company into or for any other securities of the Company or into or for shares or securities of any other company, (xviii) the right of holders of the Class B Preferred shares to require the Company to redeem all or any of the Class B Preferred shares, and (xix) the redemption or retraction price for the Class B Preferred shares and the terms and conditions of redemption or retraction.

ARTICLE 27 - DEFINITIONS FOR PARTS 27 TO 31

27.1 In Parts 27 to 31 (inclusive) of these Articles:

(a) **"Series A Dividend Rate"**, at any time, means a dividend rate that is equal to the per annum rate of interest of the Series A Redemption Amount that is 1/16th of a percentage point above the rate of interest paid by TimberWest to the Company at such time in respect of borrowings by TimberWest from the Company and identified by the Directors of the Company as the **"Intercompany Term Tranche"** at such time;

(b) **"Series A Redemption Amount"**, in respect of a Preferred Share Series A, means $10.00 per share;

(c) **"Series B Dividend Rate"**, at any time, means a dividend rate that is equal to the per annum rate of interest of the Series B Redemption Amount that is 1/16th of a percentage point above the rate of interest paid by TimberWest to the Company at such time in respect of borrowings of TimberWest from the Company and identified by the Directors of the Company as the **"Intercompany Bridge Tranche"** at such time;

(d) **"Series B Redemption Amount"**, in respect of a Preferred Share Series B means $10.00 per share;

(e) **"Series C Dividend Rate"**, at any time, means a dividend rate that is equal to the per annum rate of interest of the Series C Redemption Amount that is 1/16th of a percentage point above the rate of interest paid by TimberWest to the Company at such time in respect of borrowings by TimberWest from the Company and identified by the Directors of the Company as the **"Intercompany Subordinated Tranche"** at such time;

(f) **"Series C Redemption Amount"**, in respect of a Preferred Share Series C, means $10.00 per share;

(g) **"Series D Dividend Rate"**, means a dividend rate that is equal to the per annum rate of interest of the Series D Redemption Amount that is 12 and 2/16th % per annum;

(h) **"Series D Redemption Amount"**, in respect of a Preferred Share Series D, means $10.00 per share; and

(i) **"TimberWest"** means TimberWest Forest Limited.

ARTICLE 28 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO THE PREFERRED SHARES SERIES A

28.1 Dividends

(a) Subject to these Articles, each holder of a Preferred Share Series A is entitled to receive, and the Company will pay to that holder, a fixed, preferential, cumulative cash dividend (the "Series A Preferential Dividend") on each Preferred Share Series A held by such holder at the Series A Dividend Rate if, as and when declared by the directors out of the money or property or assets of the Company properly applicable to the payment of dividends. The Series A Preferential Dividend shall be payable on such date or dates in each fiscal year of the Company as may from time to time be determined by the board of directors of the Company. The Series A Preferential Dividend shall accrue on a daily basis from the date or dates of the respective dates of issue of Preferred Shares Series A.

(b) Without limiting the rights of the holders of the Preferred Shares Series A, the directors are entitled from time to time to declare and pay part of the Series A Preferential Dividend on the Preferred Shares Series A for any fiscal year of the Company notwithstanding that such Series A Preferential Dividend is not declared or paid in full.

(c) If in any fiscal year of the Company the Series A Preferential Dividend on the Preferred Shares Series A is not paid or declared and set aside for payment in full for such fiscal year, such dividend or the unpaid or undeclared part thereof shall, before any dividend is declared or paid or set aside for payment on the common shares or any other shares of any other class of the Company ranking junior to the Preferred Shares Series A, be paid or declared and set aside for payment in a subsequent fiscal year or years of the Company in which the Company shall have sufficient moneys properly applicable to the payment of the same.

(d) The holders of the Preferred Shares Series A as a class are not entitled to any dividends other than the Series A Preferential Dividend.

28.2 Company's Right to Redeem

(a) Subject to these Articles, the Company has the right, exercisable at any time and from time to time, to redeem, in whole or in part, the outstanding Preferred Shares Series A.

(b) Except with the consent of the holders of all the issued Preferred Shares Series A, the Company may only redeem Preferred Shares Series A pursuant to paragraph 28.2(a) pro rata among all holders of the Preferred Shares Series A in accordance with the number of Preferred Shares Series A held by each at that time.

(c) The Company may redeem Preferred Shares Series A without redeeming Preferred shares of any other series.

28.3 Redemption Mechanics

(a) The Company may only exercise the right of redemption referred to in paragraph 28.2(a) by giving a notice in writing setting out the following:

(i) a statement that the Company thereby exercises the right referred to in paragraph 28.2(a);

(ii) the date of redemption of the relevant Preferred Shares Series A; and

(iii) the number of Preferred Shares Series A to be redeemed.

The Company must give the relevant notice to the holders of the Preferred Shares Series A to be redeemed.

(b) Any person entitled to receive any notice pursuant to paragraph 28.3(a) may waive any of the requirements for that notice set out in paragraph 28.3(a) and that waiver, whether given before or after redemption, will cure any failure to fully comply with paragraph 28.3(a) whether the failure is: to give that notice; to give the specified form of notice; or to give that notice by any particular date.

(c) Subject to these Articles, the Company will redeem the number of Preferred Shares Series A which are designated in any notice referred to in paragraph 28.3(a) on the date for redemption specified in that notice by paying the Series A Redemption Amount in respect of those shares plus all accrued but unpaid Series A Preferential Dividends thereon (whether or not declared) to the holder of those shares or in such other manner as may be allowed by these Articles.

(d) If the Company gives notice of its intention to redeem a Preferred Share Series A, the Company will have the right thereafter to deposit the amount payable on redemption for that Preferred Share Series A into a special account in any chartered bank or any trust company, in Vancouver, British Columbia if, at the date of such deposit, the certificate representing that share has not been surrendered by the holder of that share in accordance with paragraph 28.3(e). The Company will instruct that bank or trust company to pay the amount so deposited, without interest, to or to the order of the holder of that Preferred Share Series A upon presentation and surrender to the bank or trust company of the certificate representing that Preferred Share Series A. Upon the date of that deposit or upon the date specified for redemption in the notice, whichever is later, that Preferred Share Series A to be redeemed will be redeemed and the rights of any holder of that Preferred Share Series A, as such, thereafter will be limited to receiving, without interest, the amount for that Preferred Share Series A so deposited against presentation and surrender of the certificate representing that Preferred Share Series A. Interest, if any, allowed on any such deposit will belong to the Company.

(e) The Company will only be required to pay the amount payable on redemption for any Preferred Share Series A on presentation and surrender of the certificate for that Preferred Share Series A called for redemption at the registered office of the Company or any other reasonable place in the lower mainland of British Columbia accepted by the Company.

(f) On and after the day the price payable for the redemption of any Preferred Share Series A is paid in full in the manner permitted by these Articles, the holder of that share will have no further right against the Company in respect of that share and that share will be and be deemed to have been redeemed on the day the price is paid in full.

(g) If less than all of the shares represented by any certificate are to be redeemed, the Company will issue a new certificate for the balance of those shares at the expense of the Company.

28.4 Winding Up

(a) In the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs, each holder of a Preferred Share Series A will be entitled in respect of each such share to receive from the property and assets of the company an amount equal to the Series A Redemption Amount in respect of that share plus all accrued but unpaid Series A Preferential Dividends (whether or not declared) thereon, pan passu with the holders of the Preferred shares with a par value of $0.024456 each, the holders of the Class A Preferred shares with a par value of $1.00 each, the holders of the Preferred Share Series B, the holders of the Preferred Shares Series C and the holders of the Preferred Shares Series D, but shall not be entitled to share any further in the distribution of the profits, property or assets of the Company.

(b) Where amounts payable to the holders of Preferred Shares Series A, as such, in the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs are not paid in full, the holders of Preferred Shares Series A, as such, will participate rateably in respect of the Series A Redemption Amount with the Series B Redemption Amount, Series C Redemption Amount and Series D Redemption Amount in accordance with the amounts that would be payable if all amounts so payable were paid in full.

28.5 Votes

(a) The holders of the Preferred Shares Series A, as such, are not entitled to receive notice of any meetings of shareholders of the Company and are not entitled to attend or to vote at any such meeting in person or by proxy except as required by law or by these Articles.

28.6 Alterations

(a) The rights, priorities, restrictions, conditions and limitations to which the Preferred Shares Series A as a Series are subject may not be altered except with the consent in writing of the holders of three-fourths (3/4) of the issued and outstanding Preferred Shares Series A given either in writing or by resolution passed at a separate Series meeting of the holders of Preferred Shares Series A.

(b) With respect to every separate class meeting referred to in paragraph 28.6(a) the provisions of the Articles of the Company relating to general meetings will apply mutatis mutandis, except that the necessary quorum will be two persons holding or representing by proxy more than one-half (1/2) of the issued Preferred Shares Series A, unless there is only one person holding Preferred Shares Series A, in which case that person shall constitute a quorum.

ARTICLE 29 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO PREFERRED SHARES SERIES B

29.1 Dividends

(a) Subject to these Articles, each holder of a Preferred Share Series B is entitled to receive, and the Company will pay to that holder, a fixed, preferential, cumulative cash dividend (the "B Preferential Dividend") on each Preferred Share Series B held by such holder at the Series B Dividend Rate if, as and when declared by the directors out of the money or property or assets of the Company properly applicable to the payment of dividends. The Series B Preferential Dividend shall be payable on such date or dates in each fiscal year of the Company as may from time to time be determined by the board of directors of the Company. The Series B Preferential Dividend shall accrue on a daily basis from the date or dates of the respective dates of issue of Preferred Shares Series B.

(b) Without limiting the rights of the holders of the Preferred Shares Series B, the directors are entitled from time to time to declare and pay part of the Series B Preferential Dividend on the Preferred Shares Series B for any fiscal year of the Company notwithstanding that such Series B Preferential Dividend is not declared or paid in full.

(c) If in any fiscal year of the Company the Series B Preferential Dividend on the Preferred Shares Series B is not paid or declared and set aside for payment in full for such fiscal year, such dividend or the unpaid or undeclared part thereof shall, before any dividend, is declared or paid or set aside for payment on the common shares or any other shares of any other class of the Company ranking junior to the Preferred Shares Series B, be paid or declared and set aside for payment in a subsequent fiscal year or years of the Company in which the Company shall have sufficient moneys properly applicable to the payment of the same.

(d) The holders of the Preferred Shares Series B as a class are not entitled to any dividends other than the Series B Preferential Dividend.

29.2 Company's Right to Redeem

(a) Subject to these Articles, the Company has the right, exercisable at any time and from time to time, to redeem, in whole or in part, the outstanding Preferred Shares Series B.

(b) Except with the consent of the holders of all the issued Preferred Shares Series B, the Company may only redeem Preferred Shares Series B pursuant to paragraph 29.2(a) pro rata among all holders of the Preferred Shares Series B in accordance with the number of Preferred Shares Series B held by each at that time.

(c) The Company may redeem Preferred Shares Series B without redeeming Preferred shares of any other series.

29.3 Redemption Mechanics

(a) The Company may only exercise the right of redemption referred to in paragraph 29.2(a) by giving a notice in writing setting out the following:

(i) a statement that the Company thereby exercises the right referred to in paragraph 29.2(a);

(ii) the date of redemption of the relevant Preferred Shares Series B; and

(iii) the number of Preferred Shares Series B to be redeemed.

The Company must give the relevant notice to the holders of the Preferred Shares Series B to be redeemed.

(b) Any person entitled to receive any notice pursuant to paragraph 29.3(a) may waive any of the requirements for that notice set out in paragraph 29.3(a) and that waiver, whether given before or after redemption, will cure any failure to fully comply with paragraph 29.3(a) whether the failure is: to give that notice; to give the specified form of notice; or to give that notice by any particular date.

(c) Subject to these Articles, the Company will redeem the number of Preferred Shares Series B which are designated in any notice referred to in paragraph 29.3(a) on the date for redemption specified in that notice by paying the Series B Redemption Amount in respect of those shares plus all accrued but unpaid Series B Preferential Dividends thereon (whether or not declared) to the holder of those shares or in such other manner as may be allowed by these Articles.

(d) If the Company gives notice of its intention to redeem a Preferred Share Series B, the Company will have the right thereafter to deposit the amount payable on redemption for that Preferred Share Series B into a special account in any chartered bank or any trust company, in Vancouver, British Columbia if, at the date of such deposit, the certificate representing that share has not been surrendered by the holder of that share in accordance with paragraph 29.3(e). The Company will instruct that bank or trust company to pay the amount so deposited, without interest, to or to the order of the holder of that Preferred Share Series B upon presentation and surrender to the bank or trust company of the certificate representing that Preferred Share Series B. Upon the date of that deposit or upon the date specified for redemption in the notice, whichever is later, that Preferred Share Series B to be redeemed will be redeemed and the rights of any holder of that Preferred Share Series B, as such, thereafter will be limited to receiving, without interest, the amount for that Preferred Share Series B so deposited against presentation and surrender of the certificate representing that Preferred Share Series B. Interest, if any, allowed on any such deposit will belong to the Company.

(e) The Company will only be required to pay the amount payable on redemption for any Preferred Share Series B on presentation and surrender of the certificates for that Preferred Share Series B called for redemption at the registered office of the Company or any other reasonable place in the lower mainland of British Columbia accepted by the Company.

(f) On and after the day the price payable for the redemption of any Preferred Share Series B is paid in full in the manner permitted by these Articles, the holder of that share will have no further right against the Company in respect of that share and that share will be and be deemed to have been redeemed on the day the price is paid in full.

(g) If less than all of the shares represented by any certificate are to be redeemed, the Company will issue a new certificate for the balance of those shares at the expense of the Company.

29.4 Winding Up

(a) In the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs, each holder of a Preferred Share Series B will be entitled in respect of each such share to receive from the property and assets of the Company an amount equal to the Series B Redemption Amount in respect of that share plus all accrued but unpaid Series B Preferential Dividends thereon (whether or not declared), pari passu with the holders of the Preferred shares with a par value of $0.024456 each, the holders of the Class A Preferred shares with a par value of $1.00 each, the holders of the Preferred Shares Series A, the holders of the Preferred Shares Series C and the holders of the Preferred Shares Series D, but shall not be entitled to share any further in the distribution of the profits, property or assets of the Company.

(b) Where amounts payable to the holders of Preferred Shares Series B, as such, in the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs are not paid in full, the holders of Preferred Shares Series B, as such, will participate rateably in respect of the Series B Redemption Amount with the Series A Redemption Amount, Series C Redemption Amount and Series D Redemption Amount in accordance with the amounts that would be payable if all amounts so payable were paid in full.

29.5 Votes

(a) The holders of the Preferred Shares Series B, as such, are not entitled to receive notice of any meetings of shareholders of the Company and are not entitled to attend or to vote at any such meeting in person or by proxy except as required by law or by these Articles.

29.6 Alterations

(a) The rights, priorities, restrictions, conditions and limitations to which the Preferred Shares Series B as a series are subject may not be altered except with the consent in writing of the holders of three-fourths (3/4) of the issued and outstanding Preferred Shares Series B given either in writing or by resolution passed at a separate series meeting of the holders of Preferred Shares Series B.

(b) With respect to every separate class meeting referred to in paragraph 29.6(a) the provisions of the Articles of the Company relating to general meetings will apply mutatis mutandis, except that the necessary quorum will be two persons holding or representing by proxy more than one-half (1/2) of the issued Preferred Shares Series B, unless there is only one person holding Preferred Shares Series B, in which case that person shall constitute a quorum.

29.7 Conversion

(a) Each issued Preferred Share Series B may at any time be converted, at the option of the holder, into one Preferred Share Series A. The conversion privilege herein provided for may be exercised by notice in writing given to the Company accompanied by a certificate or certificates representing the Preferred Shares Series B in respect of which the holder thereof desires to exercise such right of conversion and such notice shall be signed by the holder of the Preferred Shares Series B in respect of which such right is being exercised and shall specify the number of Preferred Shares Series B which the holder desires to have converted. The holder shall also pay any governmental or other tax imposed in respect of such transaction. Upon receipt of such notice the Company shall issue certificates representing fully paid Preferred Shares Series A upon the basis above prescribed and in accordance with the provisions hereof to the holder of the Preferred Shares Series B represented by the certificate or certificates accompanying such notice. If less than all of the Preferred Shares Series B represented by any certificate are to be converted, the holder shall be entitled to receive a new certificate for the Preferred Shares Series B representing the shares comprised in the original certificate which are not to be converted.

(b) All shares resulting from any conversion of issued and fully paid Preferred Shares Series B into Preferred Shares Series A pursuant to paragraph 29.7(a) hereof shall be deemed to be fully paid and non-assessable.

(c) The Company shall not issue any Preferred Shares Series A which will result in the unissued shares of such series of such class being insufficient to fulfil the conversion privilege of the holders of the Preferred Shares Series B should the holders of all the outstanding Preferred Shares Series B determine to have the same converted in accordance with the provisions herein contained.

(d) None of the Preferred Shares Series A or the Preferred Shares Series B shall be subdivided, consolidated, reclassified, or otherwise changed unless contemporaneously therewith the other said series and class of shares is subdivided, consolidated, reclassified or otherwise changed in the same proportion and in the same manner. No issue of Preferred Shares Series A, of rights, options or warrants to acquire Preferred Shares Series A or of securities of the Company convertible into or exchangeable for Preferred Shares Series A shall be made by the Company to the holders of the Preferred Shares Series B unless contemporaneously therewith an equivalent issue is made to the holders of the Preferred Shares Series A so that the rights of such holders as in effect immediately prior to such issue are preserved.

ARTICLE 30 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO PREFERRED SHARES SERIES C

30.1 Dividends

(a) Subject to these Articles, each holder of a Preferred Share Series C is entitled to receive, and the Company will pay to that holder, a fixed, preferential, cumulative cash dividend (the "Series C Preferential Dividend") on each Preferred Share Series C held by such holder at the Series C Dividend Rate if, as and when declared by the directors out of the money or property or assets of the Company properly applicable to the payment of dividends. The Series C Preferential Dividend shall be payable on such date or dates in each fiscal year of the Company as may from time to time be determined by the board of directors of the Company. The Series C Preferential Dividend shall accrue on a daily basis from the date or dates of the respective dates of issue of Preferred Shares Series C.

(b) Without limiting the rights of the holders of the Preferred Shares Series C, the directors are entitled from time to time to declare and pay part of the Series C Preferential Dividend on the Preferred Shares Series C for any fiscal year of the Company notwithstanding that such Series C Preferential Dividend is not declared or paid in full.

(c) If in any fiscal year of the Company the Series C Preferential Dividend on the Preferred Shares Series C is not paid or declared and set aside for payment in full for such fiscal year, such dividend or the unpaid or undeclared part thereof shall, before any dividend is declared or paid or set aside for payment on the common shares or any other shares of any other class of the Company ranking junior to the Preferred Shares Series C, be paid or declared and set aside for payment in a subsequent fiscal year or years of the Company in which the Company shall have sufficient moneys properly applicable to the payment of the same.

(d) The holders of the Preferred Shares Series C as a class are not entitled to any dividends other than the Series C Preferential Dividend.

30.2 Company's Right to Redeem

(a) Subject to these Articles, the Company has the right, exercisable at any time and from time to time, to redeem, in whole or in part, the outstanding Preferred Shares Series C.

(b) Except with the consent of the holders of all the issued Preferred Shares Series C, the Company may only redeem Preferred Shares Series C pursuant to paragraph 30.2(a) pro rata among all holders of the Preferred Shares Series C in accordance with the number of Preferred Shares Series C held by each at that time.

(c) The Company may redeem Preferred Shares Series C without redeeming Preferred shares of any other series.

30.3 Redemption Mechanics

(a) The Company may only exercise the right of redemption referred to in paragraph 30.2(a) by giving a notice in writing setting out the following:

(i) a statement that the Company thereby exercises the right referred to in paragraph 30.2(a);

(ii) the date of redemption of the relevant Preferred Shares Series C; and

(iii) the number of Preferred Shares Series C to be redeemed.

The Company must give the relevant notice to the holders of the Preferred Shares Series C to be redeemed.

(b) Any person entitled to receive any notice pursuant to paragraph 30.3(a) may waive any of the requirements for that notice set out in paragraph 30.3(a) and that waiver, whether given before or after redemption, will cure any failure to fully comply with paragraph 30.3(a) whether the failure is: to give that notice; to give the specified form of notice; or to give that notice by any particular date.

(c) Subject to these Articles, the Company will redeem the number of Preferred Shares Series C which are designated in any notice referred to in paragraph 30.3(a) on the date for redemption specified in that notice by paying the Series C Redemption Amount in respect of those shares plus all accrued but unpaid Series C Preferential Dividends thereon (whether or not declared) to the holder of those shares or in such other manner as may be allowed by these Articles.

(d) If the Company gives notice of its intention to redeem a Preferred Share Series C, the Company will have the right thereafter to deposit the amount payable on redemption for that Preferred Share Series C into a special account in any chartered bank or any trust company, in Vancouver, British Columbia if, at the date of such deposit, the certificate representing that share has not been surrendered by the holder of that share in accordance with paragraph 30.3(e). The Company will instruct that bank or trust company to pay the amount so deposited, without interest, to or to the order of the holder of that Preferred Share Series C upon presentation and surrender to the bank or trust company of the certificate representing that Preferred Share Series C. Upon the date of that deposit or upon the date specified for redemption in the notice, whichever is later, that Preferred Share Series C to be redeemed will be redeemed and the rights of any holder of that Preferred Share Series C, as such, thereafter will be limited to receiving, without interest, the amount for that Preferred Share Series C so deposited against presentation and surrender of the certificate representing that Preferred Share Series C. Interest, if any, allowed on any such deposit will belong to the Company.

(e) The Company will only be required to pay the amount payable on redemption for any Preferred Share Series C on presentation and surrender of the certificate for that Preferred Share Series C called for redemption at the registered office of the Company or any other reasonable place in the lower mainland of British Columbia accepted by the Company.

(f) On and after the day the price payable for the redemption of any Preferred Share Series C is paid in full in the manner permitted by these Articles, the holder of that share will have no further right against the Company in respect of that share and that share will be and be deemed to have been redeemed on the day the price is paid in full.

(g) If less than all of the shares represented by any certificate are to be redeemed, the Company will issue a new certificate for the balance of those shares at the expense of the Company.

30.4 Winding Up

(a) In the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs, each holder of a Preferred Share Series C will be entitled in respect of each such share to receive from the property and assets of the Company an amount equal to the Series C Redemption Amount in respect of that share plus all accrued but unpaid Series C Preferential dividends thereon (whether or not declared), pan passu with the holders of the Preferred shares with a par value of $0.024456 each, the holders of the Class A Preferred Shares with a par value of $1.00 each, the holders of the Preferred Shares Series A, the holders of the Preferred Shares Series B and the holders of the Preferred Shares Series D, but shall not be entitled to share any further in the distribution of the profits, property or assets of the Company.

(b) Where amounts payable to the holders of Preferred Shares Series C, as such, in the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs are not paid in full, the holders of Preferred Shares Series C, as such, will participate rateably in respect of the Series C Redemption Amount with the Series A Redemption Amount, Series B

Redemption Amount and Series D Redemption Amount in accordance with the amounts that would be payable if all amounts so payable were paid in full.

30.5 Votes

(a) The holders of the Preferred Shares Series C, as such, are not entitled to receive notice of any meetings of shareholders of the Company and are not entitled to attend or to vote at any such meeting in person or by proxy except as required by law or by these Articles.

30.6 Alterations

(a) The rights, priorities, restrictions, conditions and limitations to which the Preferred Shares Series C as a Series are subject may not be altered except with the consent in writing of the holders of three-fourths (3/4) of the issued and outstanding Preferred Shares Series C given either in writing or by resolution passed at a separate Series meeting of the holders of Preferred Shares Series C.

(b) With respect to every separate class meeting referred to in paragraph 30.6(a), the provisions of the Articles of the Company relating to general meetings will apply mutatis mutandis, except that the necessary quorum will be two persons holding or representing by proxy more than one-half (1/2) of the issued Preferred Shares Series C, unless there is only one person holding Preferred Shares Series C, in which case that person shall constitute a quorum.

30.7 Conversion

(a) Each issued Preferred Share Series C may at any time be converted, at the option of the holder, into one Preferred Share Series D. The conversion privilege herein provided for may be exercised by notice in writing given to the Company accompanied by a certificate or certificates representing the Preferred Shares Series C in respect of which the holder thereof desires to exercise such right of conversion and such notice shall be signed by the holder of the Preferred Shares Series C in respect of which such right is being exercised and shall specify the number of Preferred Shares Series C which the holder desires to have converted. The holder shall also pay any governmental or other tax imposed in respect of such transaction. Upon receipt of such notice the Company shall issue certificates representing fully paid Preferred Shares Series D upon the basis above prescribed and in accordance with the provisions hereof to the holder of the Preferred Shares Series C represented by the certificate or certificates accompanying such notice. If less than all of the Preferred Shares Series C represented by any certificate are to be converted, the holder shall be entitled to receive a new certificate for the Preferred Shares Series C representing the shares comprised in the original certificate which are not to be converted.

(b) All shares resulting from any conversion of issued and fully paid Preferred Shares Series C into Preferred Shares Series D pursuant to paragraph 30.7(a) hereof shall be deemed to be fully paid and non-assessable.

(c) The Company shall not issue any Preferred Shares Series D which will result in the unissued shares of such Series of such class being insufficient to fulfil the conversion privilege of the holders of the Preferred Shares Series C should the holders of all outstanding Preferred Shares Series C determine to have the same converted in accordance with the provisions herein contained.

(d) None of the Preferred Shares Series D or the Preferred Shares Series C shall be subdivided, consolidated, reclassified, or otherwise changed unless contemporaneously therewith the other said Series and class of shares is subdivided, consolidated, reclassified or otherwise changed in the same proportion and in the same manner. No issue of Preferred Shares Series D, of rights, options or warrants to acquire Preferred Shares Series D or of securities of the Company convertible into or exchangeable for Preferred Shares Series D shall be made by the Company to the holders of the Preferred Shares Series D unless contemporaneously therewith an equivalent issue is made to the holders of the Preferred Shares Series C so that the rights of such holders as in effect immediately prior to such issue are preserved.

ARTICLE 31 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHED TO THE PREFERRED SHARES SERIES D

31.1 Dividends

(a) Subject to these Articles, each holder of a Preferred Share Series D is entitled to receive, and the Company will pay to that holder, a fixed, preferential, cumulative cash dividend (the "Series D Preferential Dividend") on each Preferred Share Series D held by such holder at the Series D Dividend Rate if, as and when declared by the directors out of the money or property or assets of the Company properly applicable to the payment of dividends. The Series D Preferential Dividend shall be payable on such date or dates in each fiscal year of the Company as may from time to time be determined by the board of directors of the Company. The Series D Preferential Dividend shall accrue on a daily basis from the date or dates of the respective dates of issue of Preferred Shares Series D.

(b) Without limiting the rights of the holders of the Preferred Shares Series D, the directors are entitled from time to time to declare and pay part of the Series D Preferential Dividend on the Preferred Shares Series D for any fiscal year of the Company notwithstanding that such Series D Preferential Dividend is not declared or paid in full.

(c) If in any fiscal year of the Company the Series D Preferential Dividend on the Preferred Shares Series D is not paid or declared and set aside for payment in full for such fiscal year, such dividend or the unpaid or undeclared part thereof shall, before any dividend is declared or paid or set aside for payment on the common shares or any other shares of any other class of the Company ranking junior to the Preferred Shares Series D, be paid or declared and set aside for payment in a subsequent fiscal year or years of the Company in which the Company shall have sufficient moneys properly applicable to the payment of the same.

(d) The holders of the Preferred Shares Series D as a class are not entitled to any dividends other than the Series D Preferential Dividend.

31.2 Company's Right to Redeem

(a) Subject to these Articles, the Company has the right, exercisable at any time and from time to time, to redeem, in whole or in part, the outstanding Preferred Shares Series D, provided that without the approval of the holder of the Preferred Shares Series D, the Company shall not be entitled to redeem in any calendar year Preferred Shares Series D for an amount that is in excess of five percent (5%) of the aggregate Series D Redemption Amount of all Preferred Shares Series D outstanding at the commencement of such calendar year.

(b) Except with the consent of the holders of all the issued Preferred Shares Series D, the Company may only redeem Preferred Shares Series D pursuant to paragraph 31.2(a) pro rata among all holders of the Preferred Shares Series D in accordance with the number of Preferred Shares Series D held by each at that time.

(c) The Company may redeem Preferred Shares Series D without redeeming Preferred shares of any other series.

31.3 Redemption Mechanics

(a) The Company may only exercise the right of redemption referred to in paragraph 31.2(a) by giving a notice in writing setting out the following:

(i) a statement that the Company thereby exercises the right referred to in paragraph 31.2(a);

(ii) the date of redemption of the relevant Preferred Shares Series D; and

(iii) the number of Preferred Shares Series D to be redeemed.

The Company must give the relevant notice to the holders of the Preferred Shares Series D to be redeemed.

(b) Any person entitled to receive any notice pursuant to paragraph 31.3(a) may waive any of the requirements for that notice set out in paragraph 31.3(a) and that waiver, whether given before or after redemption, will cure any failure to fully comply with paragraph 31.3(a), whether the failure is; to give that notice; to give the specified form of notice; or to give that notice by any particular date.

(c) Subject to these Articles, the Company will redeem the number of Preferred Shares Series D which are designated in any notice referred to in paragraph 31.3(a) on the date for redemption specified in that notice by paying the Series D Redemption Amount in respect of those shares plus all accrued but unpaid Series D Preferential Dividends thereon (whether or not declared) to the holder of those shares or in such other manner as may be allowed by these Articles.

(d) If the Company gives notice of its intention to redeem a Preferred Share Series D, the Company will have the right thereafter to deposit the amount payable on redemption for that Preferred Share Series D into a special account in any chartered bank or any trust company, in Vancouver, British Columbia if, at the date of such deposit, the certificate representing that share has not been surrendered by the holder of that share in accordance with paragraph 31.3(e). The Company will instruct that bank or trust company to pay the amount so deposited, without interest, to or to the order of the holder of that Preferred Share Series D upon presentation and surrender to the bank or trust company of the certificate representing that Preferred Share Series D. Upon the date of that deposit or upon the date specified for redemption in the notice, whichever is later, that Preferred Share Series D to be redeemed will be redeemed and the rights of any holder of that Preferred Share Series D, as such, thereafter will be limited to receiving, without interest, the amount for that Preferred Share Series D so deposited against presentation and surrender of the certificate representing that Preferred Share Series D. Interest, if any, allowed on any such deposit will belong to the Company.

(e) The Company will only be required to pay the amount payable on redemption for any Preferred Share Series D on presentation and surrender of the certificates for that Preferred Share Series D called for redemption at the registered office of the Company or any other reasonable place in the lower mainland of British Columbia accepted by the Company.

(f) On and after the day the price payable for the redemption of any Preferred Share Series 1) is paid in full in the manner permitted by these Articles, the holder of that share will have no further right against the Company in respect of that share and that share will be and be deemed to have been redeemed on the day the price is paid in full.

(g) If less than all of the shares represented by any certificate are to be redeemed, the Company will issue a new certificate for the balance of those shares at the expense of the Company.

31.4 Winding Up

(a) In the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs, each holder of a Preferred Shares Series D will be entitled in respect of each such share to receive from the property and assets of the Company an amount equal to the Series D Redemption Amount in respect of that share plus all accrued but unpaid Series D Preferential dividends thereon (whether or not declared), pan passu with the holders of the Preferred shares with a par value of $0.024456 each, the holders of the Class A Preferred shares with a par value of $1.00 each, the holders of the Preferred Shares Series A, the holders of the Preferred Shares Series B and the holders of the Preferred 'Shares Series C, but shall not be entitled to share any further in the distribution of the profits, property or assets of the Company.

(b) Where amounts payable to the holders of Preferred Shares Series D, as such, in the event of the liquidation, dissolution or winding up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs are not paid in full, the holders of Preferred Shares Series D, as such, will participate rateably in respect of the Series D Redemption Amount with the Series A Redemption Amount, Series B Redemption Amount and Series C Redemption Amount in accordance with the amounts that would be payable if all amounts so payable were paid in full.

31.5 Votes

(a) The holders of the Preferred Shares Series D, as such, are not entitled to receive notice of any meetings of shareholders of the Company and are not entitled to attend or to vote at any such meeting in person or by proxy except as required by law or by these Articles.

31.6 Alterations

(a) The rights, priorities, restrictions, conditions and limitations to which the Preferred Shares Series D as a Series are subject may not be altered except with the consent in writing of the holders of three-fourths (314) of the issued and outstanding Preferred Shares Series D given either in writing or by resolution passed at a separate Series meeting of the holders of Preferred Shares Series D.

(b) With respect to every separate class meeting referred to in paragraph 31.6(a) the provisions of the Articles of the Company relating to general meetings will apply mutatis mutandis, except that the necessary quorum will be two persons holding or representing by proxy more than one-half (1/2) of the issued Preferred Shares Series D, unless there is only one person holding Preferred Shares Series D, in which case that person shall constitute a quorum.

ARTICLE 32 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO THE COMMON SHARES WITHOUT PAR VALUE

The Common Shares without par value (the "Common Shares") shall be subject to the following special rights and restrictions:

32.1 Voting

The holders of the Common shares shall be entitled to receive notice of and to attend and vote at all meetings of the shareholders of the Company and each Common share shall confer the right to one vote in person or by proxy at all meetings of the shareholders of the Company, other than meetings of the holders of any other class of shares of the Company.

32.2 Dividends

The holders of the Common shares shall in each year, in the discretion of the directors, be entitled, out of monies lawfully available for dividends, to dividends in such amounts as may be determined in the absolute discretion of the directors from time to time, to the exclusion of the holders of the Preferred shares with a par value of $0.024456 each (the "Preferred shares").

32.3 Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, after payment of any amounts payable to the holders of the Preferred shares, the holders of the Class A Preferred shares with a par value of $1.00 each (the "Class A Preferred shares"), the holders of the Preferred Shares Series A, the holders of the Preferred Shares Series B, the holders of the Preferred Shares Series C and the holders of the Preferred Shares Series D, the remaining property and assets of the Company shall be distributed ratably to the holders of the Common shares.

32.4 Restriction on Transfer

Until the Business Day immediately following the Separation Date as defined in ARTICLE 34 -of the Articles, no Common share may be transferred except upon the concurrent transfer to the same transferee as part of a Stapled Unit, of 100 Preferred shares (less the number of Preferred shares in such Stapled Unit that, immediately before the time of such transfer, have been redeemed by the Company) and a Subordinate Note Receipt.

32.5 Conversion Privilege

(a) Any holder of Common shares shall be entitled at his option, within the time hereinafter limited, to convert the Common shares held by him into Preferred shares on the basis of 6,960836,000/11,648,667 Preferred shares for each one Common share in respect of which conversion right is exercised.

(b) The conversion right herein provided for must be exercised by notice in writing to the directors of the Company delivered to the registered office of the Company on or before the earlier of: (1) December 31, 1998; and (ii) the termination of the conversion right under Article 32.5(f) (the "Conversion Expiry Date") accompanied by the certificate or certificates representing

Common shares in respect of which the holder thereof desires to exercise such right of conversion, and such notice shall be executed by the person registered on the books of the Company as the holder of the Common shares in respect of which such right is being exercised and shall specify the number of Common shares which the holder desires to have converted. Upon receipt of such notice the Company shall issue certificates representing Preferred shares upon the basis above prescribed and in accordance with the provisions hereof to the registered holder of the Common shares represented by the certificate accompanying such notice. If less than all the Common shares represented by any certificate are to be converted, the holder shall be entitled to receive and the Company shall issue a new certificate for the Common shares representing the shares comprised in the original certificate which are not to be converted.

(c) If any holder of Common shares does not exercise on or before the Conversion Expiry Date such right of conversion in respect of any Common shares held by such holder, or if on or before the Conversion Expiry Date such holder of Common shares shall waive such right of conversion in respect of any Common share held by such holder by notice in writing to the directors of the Company delivered to the registered office of the Company, then the right of conversion shall be absolutely null and void and of no further force or effect as regards the Common shares held by such holder in respect of which the right of conversion was not exercised on or before the Conversion Expiry Date and as regards the Common shares held by such holder which are the subject of any such waiver.

(d) A resolution of the directors of the Company as regards the valid exercise of this right of conversion shall be conclusive.

(e) Upon the conversion of any Common shares, pursuant to this Article, the paid up capital of the Company attributed to the Common shares so converted shall become the paid up capital on the Preferred shares issued as a result of such conversion.

(f) After the conversion of all but one of the Common shares issued and outstanding on September 30, 1998 into Preferred shares this conversion privilege shall terminate.

ARTICLE 33 - SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO THE PREFERRED SHARES WITH A PAR VALUE OF $0.024456 EACH

The Preferred shares with a par value of $0.024456 the (the "Preferred shares") shall have attached thereto the following special rights and restrictions:

33.1 Voting

Subject to the provisions of the Business Corporations Act, the holders of the Preferred shares shall not be entitled to receive notice of nor to attend and vote at any meetings of shareholders of the Company.

33.2 Dividends

The holders of the Preferred shares shall, in each year, in the discretion of the directors, be entitled, out of monies lawfully available for dividends, to dividends in such amounts as may be determined in the absolute discretion of the directors from time to time, to the exclusion of the holders of the Common shares, the holders of the Class A Preferred shares with a par value of $1.00 each (the "Class A Preferred shares") and the holders of the Class B Preferred shares without par value (the "Class B Preferred shares")

33.3 Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding-up of the Company whether voluntary or involuntary, the holders of the Preferred shares shall be entitled to receive pari passu with the holders of the Class A Preferred shares, the holders of the Preferred shares Series A, the holders of the Preferred shares Series B, the holders of the Preferred shares Series C and the holders of the Preferred shares Series D, but prior to any distribution of any part of the assets of the Company among the holders of the Common shares, an amount equal to the Redemption Amount (as hereinafter defined) and upon payment of the amount so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Company.

33.4 Redemption

(a) Redemption at Directors' Discretion

Subject to the provisions of the Business Corporations Act, the Company may at any time or times at the discretion of the directors redeem all or any of the Preferred shares by paying to the registered holder or holders thereof an amount equal to the par value thereof together with all dividends declared but unpaid thereon (the "Redemption Amount").

(b) Redemption Pro Rata

If less than all of the outstanding Preferred shares are to be redeemed at any time and such shares are held by more than one registered holder, the Preferred shares to be redeemed shall be selected as nearly as may be on a pro rata basis (disregarding fractions of shares) according to the number of Preferred shares registered in the name of each holder.

(c) Notice of Redemption

The Company shall give notice of any redemption to each holder of Preferred shares by delivering the same to such holder not less than 21 days prior to the date fixed for redemption. Such notice shall specify the provisions hereof under which such redemption shall be effected, the date fixed for redemption, the place in the Province of British Columbia where redemption shall be effected, the Redemption Amount and, in case of partial redemption, the number or portion of each holder's Preferred shares to be redeemed. Notwithstanding the foregoing, the holders of Preferred shares may waive notice of any such redemption by instrument or instruments in writing.

(d) Procedure for Redemption

(i) On the date fixed for any redemption, the Company shall pay or cause to be paid the Redemption Amount to or to the order of the holders of the Preferred shares to be redeemed and the certificates representing the Preferred shares shall, on and after the date fixed for redemption, represent that number of Preferred shares that are evidenced by such certificate, and remain after giving effect to such redemption and, if requested by the Company or any regulatory authority, the Redemption Amount shall only be paid upon presentation and surrender at the place of redemption of the respective certificates representing such shares. The holders of the Preferred shares so redeemed shall cease to exercise any of the rights of holders in respect thereof unless payment of the Redemption Amount shall not be made in accordance with the foregoing provisions, in which case the rights of such holder shall remain unimpaired.

(ii) The Company shall have the right at any time after delivering a notice at redemption to deposit the Redemption Amount of the shares thereby called for redemption or such part thereof as at the time of deposit has not been claimed by the shareholders entitled thereto in any Canadian chartered bank in the Province of British Columbia specified in such notice or in a subsequent notice to the holders of shares in respect of which the deposit is made, in a special account for the holder of such shares, and upon deposit being made or upon the date fixed for redemption, whichever is the later, the Preferred shares in respect at which such deposit shall have been made shall be deemed to be redeemed and the rights of each holder thereof shall be limited to receiving without interest, his proportionate part of the Redemption Amount so deposited upon presentation and surrender of the certificate representing the Preferred shares so redeemed. Any interest on such deposit shall belong to the Company.

(iii) If less than all the Preferred shares represented by any certificate shall be redeemed, a new certificate for the balance shall be issued at the request, and at the expense, of the Company.

(iv) Each certificate for Preferred shares shall be deemed, immediately after the date fixed for redemption of Preferred shares and payment of the Redemption Amount, to represent only that number of Preferred shares shown on the register of shareholders of the Company in respect of the shareholder in whose name such certificate has been issued.

(e) Cancellation of Shares

Preferred shares redeemed by the Company shall be cancelled.

33.5 Restriction on Transfer

Until the Business Day immediately following the Separation Date as defined in ARTICLE 34 -of the Articles, no Preferred share may be transferred except upon the concurrent transfer to the same transferee, as part of a Stapled Unit, of a Common share, 100 Preferred shares (less the number of Preferred shares forming part of a Stapled Unit that, immediately before the time of such transfer, have been redeemed by the Company) and a Subordinate Note Receipt.

33.6 Tax Election

The Company shall elect, in the manner and within the time provided under subsection 191.2(1) of Part VI.I of the Income Tax Act (Canada) such that no holder of the Preferred shares will be required to pay tax on dividends received on the Preferred shares under section 187.2 of such Act.

ARTICLE 34 - DEFINITIONS

34.1 For purposes of these Articles, except for Parts 27 to 31 (inclusive):

(a) "**Business Day**" means a day which is not a Saturday, Sunday or holiday in the City of Vancouver, British Columbia and a day on which The Toronto Stock Exchange is open for trading in securities;

(b) "**Custodian**" means Computershare Trust Company, or any successor thereto, as custodian for the Subordinate Notes under the Note Receipt Agreement;

(c) "**Maturity Date**" means the date upon which the principal amount of the Subordinate Notes is due and payable without acceleration of such date or any action by the Subordinate Note Trustee or any holder of Subordinate Notes and which, on September 30, 1998, is August 31, 2038;

(d) "**Note Deposit Agreement**" means the Note Deposit Agreement to be dated October 1, 1998 between the Subordinate Note Trustee and the Custodian, as amended from time to time, governing the deposit of the Subordinate Notes with the Custodian and the issuance of Subordinate Note Receipts by the Custodian, which Note Deposit Agreement will be available for inspection at the records office of the Company;

(e) "**Remedies Blockage Period**" means a period of 36 consecutive months following a Subordinate Note Event of Default during which, if any Designated Senior indebtedness ("**Designated Senior indebtedness**" as defined in title Subordinate Note Indenture) is outstanding. the Subordinate Note Trustee has agreed with the holder of such Designated Senior Indebtedness, or any trustee therefor, not to accelerate or commence or take any action, suit, step or proceeding to enforce, the Subordinate Notes;

(f) "**Separation Date**" means the earliest of (i) the Maturity Date of the Subordinate Notes; (ii) the acceleration of the time for payment of the principal amount of the Subordinate Notes following a Subordinate Note Event of Default and expiration of the Remedies Blockage Period, if any; and (iii) the amendment to the special rights and restrictions of the Preferred shares and Common shares and of the terms of the Subordinate Note Indenture to remove the restrictions on the transfer of these securities except as part of a Stapled Unit;

(g) "**Stapled Unit**" means a unit initially consisting of a Common Share, 100 Preferred shares and a Subordinate Note Receipt;

(h) "**Subordinate Notes**" means the subordinate notes of the Company issued pursuant to the Subordinate Note Indenture; "**Subordinate Note Event of Default**" means an event that is an event of default in respect of the Subordinate Notes;

(i) "**Subordinate Note Indenture**" means the Indenture dated September 30, 1998 between the Company and the Subordinate Note Trustee, as amended from time to time, and providing for the issuance of Subordinate Notes, which Subordinate Note Indenture is available for inspection at the records office of the Company;

(j) **"Subordinate Note Receipts"** means the receipts issued by the Custodian of the Subordinate Notes, each of which represents a unit of Subordinate Notes having an aggregate face amount which entitles the holder to $ 1.077456788 of interest per annum;

(k) **"Subordinate Note Trustee"** means Computershare Investor Services Inc., or any successor thereto, in its capacity as the trustee for the holders of the Subordinate Notes under the Subordinate Note Indenture.