



Ministry of
Government Services
Ontario

Ministère des
Services gouvernementaux

CERTIFICATE
This is to certify that these
articles are effective on

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

JUNE 30 JUIN, 2016

Ontario Corporation Number
Numéro de la société en Ontario

002171440

Amalgamation Number

1957603

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

**ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT**

Form 8
Business
Corporations
Act

Formule 8
Loi sur les
sociétés par
actions

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

T	I	M	B	E	R	C	R	E	E	K		M	O	R	T	G	A	G	E		I	N	V	E	S	T	M	E	N
T																													

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

T	I	M	B	E	R	C	R	E	E	K		F	I	N	A	N	C	I	A	L		C	O	R	P	.			

3. Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :
2008-04-30

Year, Month, Day / année, mois, jour

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

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

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

2016-06-29

Year, Month, Day / année, mois, jour

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

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

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

Timbercreek Mortgage Investment Corporation

Name of Corporation / Dénomination sociale de la société

By/
Par :

Signature / Signature
Peter Hawkings

Vice President and Corporate Secretary

Description of Office / Fonctions

THIS IS TO CERTIFY THAT THIS DOCUMENT, EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE.

LA PRÉSENT ATTESTE QUE CE DOCUMENT, DONT CHACUNE DES PAGES EST REVÊTUE DU SCEAU DE LA COUR SUPÉRIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVÉ DANS CE BUREAU.

DATED AT TORONTO THIS 29th DAY OF June 20 16
FAIT A TORONTO LE 29th JOUR DE Juin 20 16

C. Irwin
Registrar

REGISTRAR

GREFFIER

Court File No. CV-16-11380-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE)

WEDNESDAY, THE 29^H

JUSTICE)

NEWBOLD)

DAY OF JUNE, 2016



IN THE MATTER OF an application under section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended

AND IN THE MATTER OF Rules 14.05(2) and 14.05(3)(f) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed arrangement involving Timbercreek Mortgage Investment Corporation, Timbercreek Senior Mortgage Investment Corporation and their securityholders

ORDER

THIS APPLICATION made by the Applicants, Timbercreek Mortgage Investment Corporation ("TMIC") and Timbercreek Senior Mortgage Investment Corporation ("TSMIC"), pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on May 5, 2016, the affidavit of R. Blair Tamblyn, sworn May 6, 2016, the supplementary affidavit of R. Blair Tamblyn, sworn June 27, 2016, together with the exhibits thereto, the Interim Order of the

Honourable Justice Newbould dated May 9, 2016 and the Endorsement of the Honourable Justice Newbould dated May 9, 2016, and

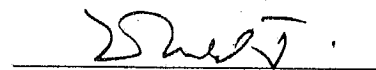
ON HEARING the submissions of counsel for TMIC and counsel for TSMIC, no-one appearing for any other person, including: (i) any shareholder of TMIC as of May 11, 2016; (ii) any shareholder of TSMIC as of May 11, 2016; (iii) any holder of TMIC convertible debentures; (iv) any holder of TMIC deferred share units; (v) any subscriber to the shareholder dividend reinvestment plan of TMIC; (vi) any holder of TSMIC deferred share units; or (v) any subscribers to the shareholder dividend reinvestment plan of TSMIC, and having determined that the arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order (the "Arrangement"), is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section,

1. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.
2. **THIS COURT ORDERS** that the Applicants shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 29 2016

PER / PAR:



SCHEDULE A

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

SCHEDULE "A"

PLAN OF ARRANGEMENT

UNDER SECTION 182
OF THE
BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, the following terms shall have the following meanings, and grammatical variations shall have the respective corresponding meanings:

"Amalco" means the corporation continuing as the successor to TMIC and TSMIC under the OBCA following the effectiveness of the Arrangement contemplated hereby;

"Amalco Shares" means common shares in the capital of Amalco;

"Arrangement", "herein", "hereof", "hereunder" and similar expressions mean and refer to the arrangement pursuant to section 182 of the OBCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or portion hereof;

"Arrangement Agreement" means the arrangement agreement dated May 5, 2016 between TMIC and TSMIC including all schedules annexed thereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order has been granted giving effect to the Arrangement, which shall be in a form and content satisfactory to TMIC and TSMIC, each acting reasonably;

"Business Day" means any day, other than a Saturday, Sunday, any statutory holiday in Toronto Ontario, Canada;

"CBCA" means the *Canada Business Corporations Act*, as amended;

"Certificate" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 183(2) of the OBCA after the Articles of Arrangement have been filed;

"Continuance" means the continuance of TSMIC from the CBCA to the OBCA on the terms and subject to the conditions set out in the Arrangement Agreement;

“Continuance Dissent Rights” means the rights of dissent of TSMIC Shareholders in respect of the Continuance that have been exercised in strict compliance with the relevant provisions under the CBCA;

“Continuance Dissenting Shareholder” means a registered holder of TSMIC Shares who has validly exercised Continuance Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Continuance Dissent Rights as of the effective time of the Continuance, but only in respect of the TSMIC Shares in respect of which Continuance Dissent Rights are validly exercised by such holder;

“Contribution and Termination Agreement” means the contribution and termination agreement dated May 5, 2016 between TMIC, TSMIC and the Manager providing for, *inter alia*, the transfer of the TMIC Management Agreement and the termination of the TSMIC Management Agreement;

“Court” means the Ontario Superior Court of Justice (Commercial List);

“Depositary” means the trust company appointed by TMIC and TSMIC for the purpose of receiving the deposit of certificates formerly representing TMIC Shares and TSMIC Shares;

“Director” means the Director appointed pursuant to section 278 of the OBCA;

“Dissenting TMIC Shareholder” means a registered holder of TMIC Shares who dissents in respect of the Arrangement in strict compliance with Section 4.1;

“Dissenting TSMIC Shareholder” means a registered holder of TSMIC Shares who dissents in respect of the Arrangement in strict compliance with Section 4.2;

“Effective Date” means the date shown on the Certificate issued by the Director giving effect to the Arrangement;

“Effective Time” means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as TMIC and TSMIC agree in writing before the Effective Date;

“Escrow Agreement” means the escrow agreement dated May 5, 2016 between TMIC, TSMIC and the Manager with respect to the transactions contemplated therein;

“Final Order” means the order of the Court approving this Plan of Arrangement pursuant to section 182(5) of the OBCA, in a form acceptable to TMIC and TSMIC, each acting reasonably, as such order may be amended by the Court (with the consent of both TMIC and TSMIC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or amended (provided that any such amendment is acceptable to both TMIC and TSMIC, each acting reasonably);

“Law” or **“Laws”** means any international, national, provincial, state, municipal and local laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, notices, by-laws, rules, regulations, ordinances, policies, directives or other requirements of any Governmental Entity, and the term “applicable”

with respect to such Laws in a context that refers to one or more persons, means such Laws as are applicable to such person or its business, undertaking, property or securities and emanate from a person having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

“**Letter of Transmittal**” means the letter or letters of transmittal for use by TMIC Shareholders and TSMIC Shareholders, to be delivered to the Depositary in connection with the Arrangement;

“**Manager**” means Timbercreek Asset Management Inc., a corporation incorporated under the laws of the Province of Ontario;

“**New Management Agreement**” means the management agreement between Amalco and the Manager to be effective immediately following the Arrangement;

“**OBCA**” means the *Business Corporations Act* (Ontario), as amended;

“**person**” includes an individual, general partnership, limited partnership, corporation, company, limited liability company, body corporate, joint venture, unincorporated organization, other form of business organization, trust, trustee, executor, administrator or other legal representative, government (including any Governmental Entity) or other entity, whether or not having legal status;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder;

“**TMIC**” means Timbercreek Mortgage Investment Corporation, a corporation incorporated under the laws of the Province of Ontario;

“**TMIC Debentures**” means the \$34.5 million aggregate principal amount of 6.35% unsecured subordinated convertible debentures of TMIC due on September 30, 2019;

“**TMIC Debentures Indenture**” means the Trust Indenture made between TMIC and Computershare Trust Company of Canada dated February 25, 2014, as supplemented from time to time;

“**TMIC DRIP**” means the shareholder distribution reinvestment plan of TMIC, as may be amended, supplemented or amended and restated from time to time and includes any document, instrument or agreement in substitution or replacement thereof;

“**TMIC DSU Plan**” means the deferred share unit plan of TMIC, as may be amended, supplemented or amended and restated from time to time and includes any document, instrument or agreement in substitution or replacement thereof;

“**TMIC DSUs**” means the deferred share units issued under and subject to the TMIC DSU Plan;

“**TMIC Management Agreement**” means the management agreement dated September 13, 2013 between TMIC and the Manager;

“**TMIC Shares**” means the common shares in the capital of TMIC;

“**TMIC Shareholders**” means beneficial holders of TMIC Shares from time to time;

“**TSMIC**” means Timbercreek Senior Mortgage Investment Corporation, a corporation incorporated under the laws of Canada;

“**TSMIC DRIP**” means the shareholder distribution reinvestment plan of TSMIC, as may be amended, supplemented or amended and restated from time to time and includes any document, instrument or agreement in substitution or replacement thereof;

“**TSMIC DSU Plan**” means the deferred share unit plan of TSMIC, as may be amended, supplemented or amended and restated from time to time and includes any document, instrument or agreement in substitution or replacement thereof;

“**TSMIC DSUs**” means the deferred share units issued under and subject to the TSMIC DSU Plan;

“**TSMIC Management Agreement**” means the management agreement dated September 13, 2013 between TSMIC and the Manager;

“**TSMIC Shares**” means common shares in the capital of TSMIC;

“**TSMIC Shareholders**” means holders of TSMIC Shares from time to time;

1.2 Construction and Interpretation

- (a) Unless otherwise stated, all references in this Plan of Arrangement to sums of money are expressed in Canadian currency and “\$” refers to Canadian dollars.
- (b) The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- (c) Unless reference is specifically made to some other document or instrument, all references herein to “Articles” and “Sections” are to articles and sections of this Plan of Arrangement.
- (d) Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities. Wherever the term “including” or “including” is used, it shall be deemed to mean “includes, without limitation” or “including, without limitation”, respectively.
- (e) In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.
- (f) References to time herein or in any Letter of Transmittal are to local time in Toronto, Ontario, Canada.

- (g) References to any legislation or to any provision of any legislation shall include any legislative provision substituted therefor and all regulations, rules and interpretations issued thereunder or pursuant thereto, in each case as the same may have been or may hereafter be amended or re-enacted from time to time.
- (h) To the extent any of the provisions of this Plan of Arrangement is deemed to be inconsistent with applicable Laws, this Plan of Arrangement shall be automatically adjusted to remove such inconsistency.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement.

2.2 Preliminary Step

Prior to the implementation of the Plan of Arrangement, the following preliminary steps have occurred:

- (a) the Continuance has been completed;
- (b) all outstanding TMIC DSUs have been settled and paid out by TMIC in accordance with the terms of the TMIC DSU Plan, and the TMIC DSU Plan has been terminated in accordance with its terms;
- (c) all outstanding TSMIC DSUs have been settled and paid out by TSMIC in accordance with the terms of the TSMIC DSU Plan and the TSMIC DSU Plan has been terminated in accordance with its terms;
- (d) the Contribution and Termination Agreement has become effective and the TMIC Management Agreement and the TSMIC Management Agreement have each been terminated and the transactions contemplated under the Contribution and Termination Agreement have been completed in accordance with the terms and conditions therein and the Escrow Agreement; and
- (e) the TMIC DRIP and the TSMIC DRIP have each been terminated in accordance with their respective terms.

2.3 Binding Effect

- (a) This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate, will become effective on, and be binding on and after, the Effective Time, on: (i) all holders of TMIC Shares and TMIC Debentures; and (ii) all holders of TSMIC Shares; (iii) TMIC; (iv) TSMIC; and (v) the Manager.
- (b) The Articles of Arrangement and Certificate shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate shall

be conclusive evidence that the Arrangement has become effective and that each of the provisions of Section 2.4 has become effective in the sequence set out therein.

2.4 The Arrangement

The events set out below shall occur at the Effective Time and shall be deemed to occur without any further act or formality except as otherwise expressly provided herein:

- (a) TMIC and TSMIC shall be amalgamated and continued as one corporation under the OBCA in accordance with the following:
- (i) Name. The name of Amalco shall be "Timbercreek Financial Corp.";
 - (ii) Registered Office. The registered office of Amalco shall be located at 25 Price Street, Toronto, Ontario, M4W 1Z1;
 - (iii) Share Provisions. Amalco is authorized to issue an unlimited number of Amalco Shares. The rights, privileges, restrictions and conditions attaching to the Amalco Shares shall be as set forth in Appendix A hereto.
 - (iv) Other Provisions. The other provisions forming part of the Articles of Amalco, including restrictions on the business Amalco may carry on and restrictions on ownership of Amalco Shares, shall be as set forth in Appendix B hereto.
 - (v) Directors and Officers.
 - (A) Minimum and Maximum and Number of Directors. The directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of three (3) directors and a maximum number of ten (10) directors. The actual number of directors between the minimum and maximum will be determined by the board of directors from time to time and subject to the OBCA, the board of directors may appoint additional directors between meetings of shareholders provided that the total number of directors after such appointment would not be greater than one and one-third times the number of directors required to have been elected at the last annual meeting of shareholders.
 - (B) Initial Directors. The number of directors on the board of directors of Amalco shall initially be set at seven (7). The initial directors of Amalco immediately following the amalgamation shall be:

<u>Name</u>	<u>Address for Service</u>
Zelick Altman (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1

<u>Name</u>	<u>Address for Service</u>
Ugo Bizzarri (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1
Andrew Jones (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1
Steven Scott (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1
W. Glenn Shyba (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1
R. Blair Tamblyn (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1
Derek Watchorn (resident Canadian)	25 Price Street Toronto, Ontario, Canada M4W 1Z1

(C) Initial Officers. The initial officers of Amalco shall be as follows:

<u>Name</u>	<u>Title</u>
Andrew Jones	Chief Executive Officer
Carrie Morris	Vice-President
Peter Hawkings	Vice-President & Corporate Secretary

- (vi) Stated Capital. For the purposes of the OBCA, the aggregate stated capital attributable to the Amalco Shares issued pursuant to the Arrangement shall be the aggregate of the stated capital attributable to the TMIC Shares and the TSMIC Shares immediately before the amalgamation, less the amount of any stated capital attributable to the TMIC Shares or TSMIC Shares that are cancelled on the amalgamation pursuant to Sections 2.4(a)(x)(A), 2.4(a)(x)(B) or 2.4(a)(x)(E);
- (vii) By-laws. The by-laws of Amalco shall be in the form set forth in Appendix C;
- (viii) Effect of Amalgamation. The provisions of subsections 179(a), (a.1), (b), (c) and (e) of the OBCA shall apply to the amalgamation with the result that:

- (A) TMIC and TSMIC are amalgamated and continue as one corporation under the terms and conditions contained in this Plan of Arrangement;
 - (B) TMIC and TSMIC cease to exist as entities separate from Amalco;
 - (C) Amalco possesses all the property, rights, privileges and franchises and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of TMIC and TSMIC;
 - (D) A conviction against, or ruling, order or judgment in favour or against TMIC or TSMIC may be enforced by or against Amalco; and
 - (E) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against TMIC or TSMIC before the amalgamation has become effective;
- (ix) Articles. The Articles of Arrangement filed to give effect to the Arrangement shall be deemed to be the articles of amalgamation of Amalco and the Certificate issued in respect of such Articles of Arrangement by the Director under the OBCA shall be deemed to be the certificate of amalgamation of Amalco;
- (x) Effect of Amalgamation on Securities. On the amalgamation:
- (A) each TMIC Share held by a Dissenting TMIC Shareholder who has validly exercised their rights of dissent pursuant to Section 4.1 and which rights of dissent remain valid immediately prior to the Effective Time shall be cancelled and become an entitlement to be paid the fair value of such TMIC Share and the Dissenting TMIC Shareholder shall cease to have any rights as a holder of such TMIC Share other than the right to be paid the fair value of such TMIC Share by Amalco in accordance with Section 4.1;
 - (B) each TSMIC Share held by a Dissenting TSMIC Shareholder who has validly exercised their rights of dissent pursuant to Section 4.2 and which rights of dissent remain valid immediately prior to the Effective Time shall be cancelled and become an entitlement to be paid the fair value of such TSMIC Share and the Dissenting TSMIC Shareholder shall cease to have any rights as a holder of such TSMIC Share other than the right to be paid the fair value of such TSMIC Share by Amalco in accordance with Section 4.2;
 - (C) each TMIC Share (other than TMIC Shares held by TSMIC or Dissenting TMIC Shareholders) will be exchanged, without any further act or formality on the part of the holder thereof, for one (1)

fully paid and non-assessable Amalco Shares, subject to rounding in accordance with Section 3.3 and that each former TMIC Shareholder will thereby be entitled to no less than one (1) Amalco Share, and the name of such TMIC Shareholder will be entered into the register of holders of Amalco Shares;

- (D) each TSMIC Share (other than TSMIC Shares held by TMIC or Dissenting TSMIC Shareholders) will be exchanged, without any further act or formality on the part of the holder thereof, for 1.035 fully paid and non-assessable Amalco Shares, subject to rounding in accordance with Section 3.3 and provided that each former TSMIC Shareholder will thereby be entitled to no less than one (1) Amalco Share, and the name of such TSMIC Shareholder will be added to the register of holders of Amalco Shares;
- (E) Any TMIC Share held by TSMIC and any TSMIC Share held by TMIC will be cancelled without any payment of capital in respect thereof;
- (F) any right exercisable or exchangeable for, convertible into, or to otherwise receive TMIC Shares existing (whether contingent or otherwise) at the Effective Time shall, from the Effective Time, entitle the holder thereof, in lieu of receiving TMIC Shares, to the number of Amalco Shares that the holder would have been entitled to receive if such holder were the holder of that number of TMIC Shares immediately prior to the Effective Time and participated in the Arrangement, and shall cease to provide the holder any right, title or interest in any TMIC Shares, in accordance with their terms; and
- (G) The TMIC Debentures will become obligations of Amalco and the TMIC Debentures Indenture will become obligations of and binding on Amalco pursuant to the terms therein and all the rights and obligations of the parties under the TMIC Debentures Indenture will remain unchanged and unaffected (except as specifically provided for in the TMIC Debentures Indenture).

ARTICLE 3 OUTSTANDING CERTIFICATES

3.1 Issuance of Certificates Representing Amalco Shares

- (a) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented one or more TMIC Shares or TSMIC Shares that were exchanged for Amalco Shares under the Arrangement, together with a duly completed Letter of Transmittal, Amalco shall cause the depositary to deliver to such holder at the address specified in the Letter of Transmittal (or if requested by such holder in the Letter of Transmittal, make available or cause to be made available for pickup by such holder) one or more

certificates representing the number of Amalco Shares issued to such holder under the Arrangement, together with any dividends or distributions with respect thereto pursuant to Section 3.2.

- (b) Until surrendered as contemplated by this Section 3.1, each certificate which immediately prior to the Effective Time represented TMIC Shares or TSMIC Shares that were exchanged for Amalco Shares pursuant to the Arrangement shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender (i) the certificate(s) representing Amalco Shares as contemplated by this Section 3.1, and (ii) any dividends or distributions with a record date after the Effective Time theretofore paid or payable with respect to Amalco Shares as contemplated by Section 3.2.

3.2 Distributions With Respect to Unsurrendered Certificates

No dividends or other distributions declared or made after the Effective Time with respect to the Amalco Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding TMIC Shares or TSMIC Shares that were exchanged for Amalco Shares pursuant to Section 2.4(a)(x)(C) or 2.4(a)(x)(D), as applicable, unless and until the holder of record of such certificate shall surrender such certificate in accordance with Section 3.1. Subject to applicable Law, at the time of surrender of any such certificate, there shall be paid to the holder of record of the certificates representing TMIC Shares or TSMIC Shares, without interest, (i) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole Amalco Share, and (ii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Amalco Share, as the case may be.

3.3 Fractional Shares

No fractional Amalco Shares shall be issued upon the surrender or exchange of certificates pursuant to Section 3.1, and the aggregate entitlements of a TMIC Shareholder or TSMIC Shareholder to Amalco Shares will be rounded down to the nearest whole number of Amalco Shares without any additional compensation.

3.4 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding TMIC Shares or TSMIC Shares that were exchanged for Amalco Shares pursuant to Section 2.4(a)(x)(C) or 2.4(a)(x)(D), as applicable, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, cash and/or one or more certificates representing one or more Amalco Shares (and any dividends or distributions with respect thereto pursuant to Section 3.2) deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom certificates representing Amalco Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Amalco and its transfer agents in such sum as Amalco may

direct or otherwise indemnify Amalco and its transfer agent in a manner satisfactory to Amalco against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

3.5 Withholding Rights

TMIC, TSMIC, Amalco and the Depositary shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of TMIC Shares, TSMIC Shares or Amalco Shares such amounts as TMIC, TSMIC, Amalco or the Depositary are required or permitted to deduct and withhold with respect to such payment under the Tax Act, or any other applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. TMIC, TSMIC, Amalco and the Depositary are hereby authorized to sell or otherwise dispose of such portion of the Amalco Shares otherwise issuable to the holder as is necessary to provide sufficient funds to TMIC, TSMIC, Amalco or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement and TMIC, TSMIC, Amalco or the Depositary shall notify the holder thereof and remit the applicable portion of the net proceeds of such sale to the appropriate taxing authority.

ARTICLE 4 RIGHTS OF DISSENT

4.1 Rights of Dissent for TMIC Shareholders

Holders of TMIC Shares may exercise rights of dissent with respect to such shares pursuant to and in the manner set forth in section 185 of the OBCA, as modified by the Interim Order and this Section 4.1, in connection with the Arrangement. Holders of TMIC Shares who duly exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their TMIC Shares shall be deemed not to have had their TMIC Shares exchanged for Amalco Shares pursuant to the Arrangement, and such TMIC Shares shall be cancelled in accordance with the Arrangement and will not be exchanged for Amalco Shares in accordance with the Arrangement; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their TMIC Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of TMIC Shares and shall have their TMIC Shares exchanged for Amalco Shares on the basis determined in accordance with Section 2.4(a)(x)(C),

but in no case shall Amalco or any other person be required to recognize such holders as holders of TMIC Shares after the Effective Time.

4.2 Arrangement Rights of Dissent for TSMIC Shareholders

Holders of TSMIC Shares (other than a Continuance Dissenting Shareholder) may exercise rights of dissent with respect to such shares pursuant to and in the manner set forth in section 185 of the OBCA, as modified by the Interim Order and this Section 4.2, in connection

with the Arrangement. Holders of TSMIC Shares who duly exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their TSMIC Shares shall be deemed not to have had their TSMIC Shares exchanged for Amalco Shares pursuant to the Arrangement, and such TSMIC Shares shall be cancelled in accordance with the Arrangement and will not be exchanged for Amalco Shares in accordance with the Arrangement; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their TSMIC Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of TSMIC Shares and shall have their TSMIC Shares exchanged for Amalco Shares on the basis determined in accordance with Section 2.4(a)(x)(D),

but in no case shall Amalco or any other person be required to recognize such holders as holders of TSMIC Shares after the Effective Time.

4.3 Continuance Dissent Rights Not Affected

Nothing in this Plan of Arrangement or the transactions contemplated hereby shall affect, reduce or derogate from the rights of Continuance Dissenting Shareholders to be paid fair value by TSMIC (or Amalco as its successor) for their TSMIC Shares in accordance with section 190 of the CBCA. A Continuance Dissenting Shareholder will not be a TSMIC Shareholder for the purpose of the Arrangement and shall not be entitled to have their TSMIC Shares exchanged for Amalco Shares pursuant to the Arrangement nor exercise rights of dissent with respect to the Arrangement.

ARTICLE 5 AMENDMENTS AND FURTHER ASSURANCES

5.1 Amendments to Plan of Arrangement

- (a) TMIC and TSMIC may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by TMIC and TSMIC, (iii) filed with the Court and, if made following the TMIC Meeting or TSMIC Meeting, approved by the Court and (iv) communicated to holders of the TMIC Shares and TSMIC Shares if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by TMIC or TSMIC at any time prior to the TMIC Meeting or TSMIC Meeting (provided that the other Party shall have consented thereto in writing) with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the TMIC Meeting or TSMIC Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the TMIC Meeting or TSMIC Meeting shall be effective only if (i) it is consented to in writing by each of TMIC and TSMIC (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by TMIC Shareholders or TSMIC Shareholders, as applicable, voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Amalco, provided that it concerns a matter which, in the reasonable opinion of Amalco, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of TMIC Shares or TSMIC Shares.

5.2 Further Assurances

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

**APPENDIX A
SHARE PROVISIONS**

- A. As used herein, the following terms shall have the meaning ascribed below:
- (i) "Act" means the Business Corporations Act (Ontario), as amended from time to time;
 - (ii) "Amalco" means Timbercreek Financial Corp. or its successor;
 - (iii) "Amalco Shares" means the common shares of Amalco;
 - (iv) "Business Day" means any day on which the TSX is open for business;
 - (v) "Distributions" means any distributions paid in any form by Amalco on any class of Shares, including without limitation (a) dividends, (b) payments made on a reduction of stated capital, or (c) any combination of any such distributions;
 - (vi) "Management Agreement" means the management agreement to be entered into between the Manager and Amalco as it may be supplemented, amended and/or restated from time to time in accordance with its terms;
 - (vii) "Management Fee" means the management fee payable to the Manager equal to 0.85% per annum of the gross assets of the Amalco (without deduction of any liabilities, but less any amounts reflected as assets that are held by third parties pursuant to a syndicated mortgage loan), calculated, aggregated and paid monthly in arrears, plus applicable taxes;
 - (viii) "Manager" means Timbercreek Asset Management Inc, its successors or assigns, or such other manager appointed by the Amalco from time to time;
 - (ix) "Tax Act" means the Income Tax Act (Canada);
 - (x) "TSX" means the Toronto Stock Exchange, or any successor thereto.
- B. The rights, privileges, restrictions and conditions attaching to the Amalco Shares shall be as follows:

1. Voting Rights

- (a) The holders of the Amalco Shares shall be entitled to receive notice of and to attend and vote at all meetings of the shareholders of the Amalco, and each Amalco Share shall confer the right to one vote in person or by proxy at all such meetings of shareholders of the Amalco.
- (b) Any of the following matters shall require approval by a resolution passed by at least 66 2/3% of the votes cast by the holders of the Amalco Shares at a meeting called and held for the consideration of such matter:
 - (i) a change in the Manager of Amalco, other than (A) a change resulting in an affiliate of the Manager assuming such position or (B) a termination of the Management Agreement in accordance with its terms or (C) a change in

accordance with the terms of the Management Agreement for which shareholder approval is not required;

- (ii) any increase in the basis of calculating the Management Fee paid to the Manager pursuant to the Management Agreement paid to the Manager or the rate per annum of the Management Fee; and
- (iii) a reorganization with, or transfer of assets to, another entity, if:
 - (1) Amalco ceases to continue after the reorganization or transfer of assets; and
 - (2) the transaction results in holders of Amalco Shares becoming securityholders in the other entity;
- (iv) a reorganization with, or acquisition of assets from, another entity, if:
 - (1) Amalco continues after the reorganization or acquisition of assets; and
 - (2) the transaction results in securityholders of the other entity holding a majority of the total number of outstanding securities of Amalco.

2. Distributions

- (a) Subject to subsection (c) and subsection (d) below, the holders of the Amalco Shares shall be entitled to receive and Amalco shall pay thereon distributions as and when declared from time to time by the board of directors of Amalco on the Amalco Shares, out of the assets of Amalco properly applicable to the payment of distributions, in an amount determined by the directors of Amalco in their absolute discretion.
- (b) Subject to subsection (c) and subsection (d) below, distributions will be paid in cash, by cheque, money order, bank draft or any other means as the Manager may deem appropriate.
- (c) Notwithstanding the foregoing, the board of directors of Amalco may, for fiscal planning or other tax efficiency reasons, in its discretion declare that an additional distribution will be payable to holders of Amalco Shares of record on December 31. Each such additional distribution may be satisfied by the issuance of additional Amalco Shares and/or cash and/or other property of Amalco. Immediately following payment of any such additional distribution in Amalco Shares, the number of Amalco Shares outstanding after the distribution will be consolidated such that each shareholder will hold after the consolidation the same number of Amalco Shares as the shareholder held before the additional distribution. In such case, each certificate representing one or more Amalco Shares prior to the distribution of additional Amalco Shares shall be deemed to represent the

same number of Amalco Shares after the distribution of additional Amalco Shares and consolidation. Notwithstanding the foregoing, where tax is required to be withheld from a shareholder's participation in the additional distribution, the consolidation will result in such shareholder holding that number of Amalco Shares equal to (i) the number of Amalco Shares held by such shareholder prior to the distribution plus the number of Amalco Shares received by such shareholder in connection with the additional distribution (net of any taxes withheld) prior to the consolidation multiplied by (ii) the fraction obtained by dividing the aggregate number of Amalco Shares prior to the distribution by the aggregate number of Amalco Shares that would be outstanding following the additional distribution and before the consolidation if no withholding were made in respect of any part of the additional distribution payable to any shareholder. Any such shareholder will be required to surrender the share certificate(s), if any, representing such shareholder's original Amalco Shares, in exchange for a certificate representing such shareholder's post-consolidation Amalco Shares.

- (d) Notwithstanding the foregoing, if the board of directors of Amalco determine that it is in the best interests of Amalco and the shareholders of Amalco, the board of directors of Amalco may declare distributions payable in kind (including but not limited to any assets of Amalco) in an amount determined by the directors of Amalco in their absolute discretion.

3. Liquidation, Dissolution or Winding-up

In the event of the liquidation, dissolution or winding-up of Amalco, or in the event of any other distribution of assets of Amalco among its shareholders for the purpose of winding-up its affairs, whether voluntary or involuntary, after satisfaction of all liabilities of Amalco (or the establishment of reserves or other provisions therefor), holders of the Amalco Shares shall be entitled to receive from the assets of Amalco for each Amalco Share an amount, in cash or property, equal to the net assets of Amalco divided by the sum of the number of Amalco Shares issued and outstanding at the time.

4. Termination of Amalco

Amalco may be terminated at any time with the approval of the shareholders of Amalco in accordance with applicable laws.

APPENDIX B OTHER PROVISIONS

Restrictions on Share Ownership

No shareholder of Timbercreek Financial Corp. ("Amalco") is permitted to hold at any time, directly or indirectly, together with Related Persons (as defined in the *Income Tax Act* (Canada)), more than 25% of the common shares of Amalco ("Amalco Shares").

In the event that, as determined by the board of directors of the Amalco in its sole discretion, any transaction affecting any Amalco Shares (each a "Triggering Transaction"), if completed, would cause any holder(s) of Amalco Shares (each an "Automatic Repurchase Shareholder"), together with Related Persons, to hold more than 25% of the issued Amalco Shares, that portion of the Amalco Shares held by each Automatic Repurchase Shareholder which is in excess of 24.9% of the issued Amalco Shares (the "Repurchased Shares") will, simultaneously with the completion of a Triggering Transaction, automatically be repurchased by Amalco (an "Automatic Repurchase") without any further action by Amalco or the Automatic Repurchase Shareholder. The purchase price for each such Repurchased Share will be equal to the 10-day volume weighted average trading price of the Amalco Shares on the Toronto Stock Exchange for the 10 days prior to the date on the date of the Triggering Transaction (or at a fair market value as determined by the board of directors of Amalco if the Amalco Shares are not listed on the Toronto Stock Exchange). The proceeds of any Automatic Repurchase will be remitted to each applicable Automatic Repurchase Shareholder within 30 days of the Automatic Repurchase.

"Related Persons" has the meaning ascribed to that term in the Tax Act as it relates to the description of the number of shares that may be held by shareholders of a "mortgage investment corporation", as such term is defined in the *Income Tax Act* (Canada).

Restrictions on the Business Amalco May Carry On

Amalco will not make any investment or conduct any activity that would result in Amalco failing to qualify as a "mortgage investment corporation" within the meaning of the *Income Tax Act* (Canada).

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APPENDIX C
BY-LAWS

BY-LAW NO. 1

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

TIMBERCREEK FINANCIAL CORP.

ARTICLE 1 INTERPRETATION

1.1 Definitions.

In this By-Law No. 1, unless the context otherwise requires, the following terms shall have the following meanings, respectively:

- (a) “**Act**” means the *Ontario Business Corporations Act*, including the regulations thereunder, as amended from time to time;
- (b) “**Applicable Securities Laws**” means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.
- (c) “**Articles**” shall mean the articles of the Corporation, as may be amended from time to time;
- (d) “**Board**” means the board of directors of the Corporation;
- (e) “**By-law No. 1**” means this By-law No. 1, as may be amended from time to time;
- (f) “**By-laws**” means this By-law No. 1 and all other by-laws of the Corporation from time to time in force and effect;
- (g) “**Chairman of the Board**” means the chairman of the Board appointed by the Board from time to time;
- (h) “**Chief Executive Officer**” means the chief executive officer of the Corporation from time to time;
- (i) “**Corporate Secretary**” means the corporate secretary of the Corporation, or if none appointed, the person appointed by the Chairman of the Board to take on such role;
- (j) “**Corporation**” means Timbercreek Financial Corp.;
- (k) “**Date of Arrangement**” means the effective date of the arrangement between Timbercreek Mortgage Investment Corporation and Timbercreek Senior Mortgage Investment Corporation pursuant to which these two corporations amalgamated to become the Corporation.
- (l) “**Public Announcement**” means disclosure by a press release disseminated through a national news service in Canada, or in a document publicly filed by the Corporation

under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com or such other means as may be prescribed under Applicable Securities Laws; and

- (m) “Shareholders’ Meetings” means the annual meetings of shareholders and the special meetings of shareholders.

Terms used herein that are defined in the Act and not defined herein shall have the meanings given to those terms in the Act. Words importing a singular number include the plural and vice versa. Words importing gender include all genders. Words importing a person include an individual, partnership, association, body corporate, trustee, executor, administrator and legal partnership.

ARTICLE 2 OFFICES

2.1 Registered Office.

The registered office of the Corporation shall be in the province of Ontario and at such place and address therein as the Board may from time to time determine.

2.2 Additional Offices.

The Corporation may, in addition to its registered office, have such other offices and places of business, both within and outside of Ontario, as the Board may from time to time determine or as the business and affairs of the Corporation may require.

ARTICLE 3 SHAREHOLDER MEETINGS

3.1 Annual Meetings.

Subject to the Act, the annual meeting of shareholders shall be held at such place or manner and at a time and on such date as shall be determined by the Board and stated in the notice of the meeting.

3.2 Special Meetings.

Subject to the Act, special meetings of shareholders, for any purpose or purposes, may be called by the Board and shall be held at such place or manner and at a time and on such date as shall be determined by the Board and as stated in the notice of the meeting.

3.3 Electronic Meetings.

If authorized by the Board in its sole discretion, and subject to the Act and such guidelines and procedures as the Board may adopt, shareholders and proxyholders not physically present at an annual meeting of shareholders or special meeting of shareholders may, by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting, if the Corporation makes available such a communication facility:

- (a) participate in a Shareholders’ Meeting; and
- (b) be deemed present in person and vote at a Shareholders’ Meeting, whether such meeting is to be held at a designated place or solely by means of a telephonic, electronic or other

communication facility, provided that such meeting is held in accordance with the Act and related regulations and any policy and guidelines approved by the Board.

3.4 Notice.

Notice of each Shareholders' Meeting stating the place, date, and time of the meeting, and the means of communication facility, if applicable, by which shareholders and proxyholders may participate in such meeting, shall be sent to each shareholder entitled to vote thereat, to each director, and to the auditor of the Corporation not less than 21 days nor more than 50 days before the date of the meeting, or within such other period as may be prescribed by the Act. The notice shall state the nature of the business to be transacted at the meeting.

If a Shareholders' Meeting is adjourned for less than 30 days, it is not necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. The accidental omission to give notice of any meeting of shareholders to, or the non-receipt of any notice by any person, or any error in any notice not affecting the substance of the notice, does not invalidate the meeting or any resolution passed or any action taken at the meeting.

3.5 Waiver of Notice.

A shareholder, a proxyholder, a director or the auditor and any other person entitled to attend a meeting of shareholders may waive notice of a meeting of shareholders, any irregularity in a notice of meeting of shareholders or any irregularity in a meeting of shareholders. Such waiver may be given in any manner (and in case of shareholders, by way of a resolution of shareholders or otherwise) and may be given at any time either before or after the meeting to which the waiver relates. Waiver of any notice of a meeting of shareholders cures any irregularity in the notice, any default in the giving of the notice and any default in the timeliness of the notice.

3.6 Quorum.

At the commencement of any Shareholders' Meeting, the presence, in person or by proxy, of the holders of the shares in the capital of the Corporation representing not less than 25% of the shares entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting, except that when specified business is to be voted on by a class or series of shares voting as a class, the holders of shares representing not less than 25% of the voting power of the outstanding shares of such class or series shall constitute a quorum of such class or series for the transaction of such business.

3.7 Adjournments.

- (a) Adjournments for less than 30 days. Any Shareholders' Meeting may be adjourned by the chairman of the meeting, from time to time, whether or not there is a quorum, to reconvene at the same or some other place. If the meeting is adjourned for less than 30 days, notice need not be given of any such adjourned meeting other than by announcement at the earliest meeting that it is adjourned.
- (b) Adjournments for 30 days or more. If the adjournment is for 30 days or more, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given as for an original meeting and unless required under the Act, solicitation of proxies will not be mandatory.

- (c) Adjourned Meetings. At the adjourned meeting, the shareholders, or the holders of any class or series of shares entitled to vote separately as a class, as the case may be, may transact any business that might have been transacted at the original meeting. If the original meeting was adjourned for lack of a quorum, at the adjourned meeting, the shareholders present in person or their duly appointed proxyholders so present shall form the quorum whatever the number of shares represented. If the original meeting was adjourned for any other reason, the quorum requirement for the adjourned meeting shall be the same as that for the original meeting.

3.8

Conduct of Meetings.

- (a) Appointment of Chair. The chairman of each Shareholders' Meeting shall be such person as may be appointed by the Board or, if no such person is appointed or such appointed person is unable or unwilling to so act, the Chairman of the Board or, if the Chairman of the Board is unable or unwilling to so act, the Chief Executive Officer or, if the Chief Executive Officer is unable or unwilling to so act, one of the directors present as may be chosen by the persons present and entitled to vote at such Shareholders' Meeting or, if no such director is present or willing to act, provided that such Shareholders' Meeting has been duly called and convened, any person present as may be chosen by the persons present and entitled to vote at such Shareholders' Meeting.
- (b) Procedures. The Board may adopt such rules and regulations for the conduct of the Shareholders' Meeting as it shall deem appropriate. Except to the extent inconsistent with the By-laws or such rules and regulations as adopted by the Board, the chairman of any Shareholders' Meeting shall have the right and authority to convene and to adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following:
- (i) the establishment of an agenda or order of business for the meeting;
 - (ii) rules and procedures for maintaining order at the meeting and the safety of those present;
 - (iii) determination on rules and procedures regarding shareholders identification and verification, and corporate shareholders representation;
 - (iv) limitations on attendance at or participation in the meeting to those persons entitled to be present; and
 - (v) restrictions on entry to the meeting after the time fixed for the commencement thereof.

3.9

Persons Entitled to be Present.

The only persons entitled to be present at a Shareholders' Meeting shall be those persons entitled to vote thereat, the directors, officers and auditors of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act or the Articles or the By-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting.

**ARTICLE 4
SHAREHOLDER VOTING**

4.1 Voting Lists.

For each Shareholders' Meeting, the Corporation shall prepare, or shall cause to be prepared a complete list of the shareholders entitled to receive notice and/or vote, as applicable in accordance with the Act and applicable laws.

4.2 Manner of Voting.

At any Shareholders' Meeting, every shareholder entitled to vote may vote in person or by proxy. Any question at a Shareholders' Meeting shall be decided by a show of hands unless a ballot is required by the chairman of the meeting or requested by a shareholder or proxyholder entitled to vote at the meeting. Upon a show of hands every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands has been taken upon a question, unless a ballot is so required or requested, a declaration by the chairman of the meeting that the vote has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be, in the absence of evidence to the contrary, proof of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution.

4.3 Ballot.

On any question proposed for consideration at a Shareholders' Meeting, and whether or not a show of hands has been taken thereon, the chairman may require, or any shareholder or proxyholder entitled to vote at the meeting may request, a ballot. A ballot so required or requested shall be taken in such manner as the chairman shall direct. A requirement or request for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken, each person present as shareholder or proxyholder shall be entitled, in respect of the shares which each person is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the Articles, and the result of the ballot so taken shall be the decision of the shareholders upon that question.

4.4 Electronic Voting.

- (a) Electronic Voting Permitted. Notwithstanding Section 4.2, any person participating in a Shareholders' Meeting by a telephonic, electronic or other communication facility and entitled to vote at the meeting may vote by means of the telephonic, electronic or other communication facility that the Corporation has made available for that purpose.
- (b) Communication Facility. Any vote referred to in Section 4.2 or Section 4.3 may be held entirely by means of a telephonic, electronic or other communication facility if the Corporation makes available such a communication facility, provided, in each case, that the facility:
 - A. enables the votes to be gathered in a manner that permits their subsequent verification; and
 - B. permits the tallied votes to be presented to the Corporation without it being possible for the Corporation to identify how each shareholder or group of shareholders voted.

4.5 **Votes to Govern.**

Any question at a meeting of shareholders shall be decided by a majority of the votes cast on the question unless the articles, the by-laws, the Act or other applicable law requires otherwise. In case of an equality of votes, either when the vote is by a show of hands or when the vote is by a ballot, the chair of the meeting is not entitled to a second or casting vote.

4.6 **Proxies.**

- (a) Appointment of Proxyholders. A shareholder entitled to vote at a Shareholders' Meeting may by means of a proxy appoint a proxyholder or one or more alternate proxyholders, who are not required to be shareholders, to attend and act at the meeting in the manner and to the extent authorized by the proxy and with the authority conferred by the proxy. A proxy shall be executed by the shareholder or by the shareholder's attorney authorized in writing. A proxy is valid only at the meeting in respect of which it is given or any adjournment thereof.
- (b) Deposit of Proxies. The Board may specify in a notice calling a Shareholders' Meeting a time, preceding the time of such meeting by not more than 48 hours, exclusive of non-business days, before which time proxies to be used at such meeting must be deposited with the Corporation or its agent specified in such notice. Unless otherwise determined by the Board, a proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited or, if no such time is specified in the notice, it shall have been received by the Corporate Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the commencement of such meeting.
- (c) Revocation of Proxies. A shareholder may revoke a proxy by depositing an instrument in writing executed by the shareholder or the shareholder's attorney authorized in writing at the registered office of the Corporation at any time up to and including the last business day preceding the day of the meeting, or an adjournment thereof, at which the proxy is to be used or with the chairman of the meeting on the day of the meeting or an adjournment thereof.

**ARTICLE 5
DIRECTORS**

5.1 **Powers.**

The business and affairs of the Corporation shall be managed or supervised under the direction of the Board, which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles or by the By-laws required to be exercised or done by the shareholders.

5.2 **Election and Term.**

The directors shall be elected at each annual meeting of shareholders to hold office until the next annual meeting or until their respective successors are elected or appointed, subject to earlier death, resignation, retirement, disqualification or removal.

5.3 **Number and Vacancies.**

The number of directors shall be as set out in the articles of the Corporation and if the articles of the Corporation provide for a minimum and maximum number of directors, subject to the requirements of the Act, the actual number of directors from time to time shall be determined by the Board. Subject to the Act, where a vacancy occurs in the Board for any reason, including an increase in the number of directors, death, resignation, retirement, disqualification, removal or other cause, and a quorum of directors remains, the directors remaining in office may appoint a qualified person to fill the vacancy for the remainder of the term of the vacant seat.

5.4 **Remuneration.**

The Board shall have the authority to fix the remuneration of directors. The directors may be reimbursed their expenses, if any, of attendance at each meeting of the Board and may be paid either a fixed sum for attendance at each meeting of the Board or other compensation as determined by the Board in connection with their service as a director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of committees of the Board may be allowed like compensation and reimbursement of expenses for service on the committee and any other compensation the Board shall determine in connection with their service on such committees of the Board.

5.5 **Advance Notice for Nomination of Directors.**

- (a) Meetings of Shareholders. Subject to the Act, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the Board of the Corporation may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:
- (i) by or at the direction of the Board, including pursuant to a notice of meeting;
 - (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act, or a requisition of the shareholders made in accordance with the provisions of the Act; or
 - (iii) by any person (a "Nominating Shareholder"): (a) who, at the close of business on the date of the giving of the notice provided for below in this Section 5.5 and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and provides evidence satisfactory to the Corporation of such beneficial ownership; and (b) who complies with the notice procedures set forth in this Section 5.5.
- (b) Timely Notice. In addition to the other requirements for nominations set forth in this Section 5.5 and under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the Corporate Secretary of the Corporation at the principal executive office of the Corporation. To be timely, a Nominating Shareholder's notice to the Corporate Secretary of the Corporation must be made:

- (i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the "Notice Date") on which the first Public Announcement of the date of the annual meeting was made, notice by the Nominating Shareholder must be made not later than the close of business on the tenth (10th) day following the Notice Date; and
- (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first Public Announcement of the date of the special meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's notice set forth above shall in all cases be determined based on the original date of the applicable annual meeting or special meeting of shareholders:

In no event shall any adjournment or postponement of a Shareholders' Meeting or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above.

- (c) Proper Written Form. To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary must set forth the following information and include a certification by the Nominating Shareholder that all information contained in the Nominating Shareholder's notice contains no untrue statement of material fact and does not omit to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made and a certification by the person that the Nominating Shareholder is proposing to nominate for election as a director (the "Proposed Nominee") that the information in relation to him/her as contained in the Nominating Shareholder's notice is true and accurate:

- (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director:
 - A. the name, age, business address and residential address of the person;
 - B. the principal occupation or employment of the person for the most recent five years, and the name and principal business of any Company in which any such employment is carried on;
 - C. the citizenship and place of residence of such person;
 - D. the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the person as of the record date for the Shareholders' Meeting (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;
 - E. any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations

of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and

F. such person's written consent to being named in the notice as a nominee and to serving as a director of the Corporation if elected.

(ii) as to the Nominating Shareholder giving the notice: (A) the name and address of such Nominating Shareholder, as they appear on the securities register of the Corporation; (B) the number of securities of each class or series of securities of the Corporation owned of record and beneficially by, or under the control or direction of, directly or indirectly, such Nominating Shareholder; (C) full particulars regarding any agreement, arrangement or understanding with respect to the nomination between or among such Nominating Shareholder, any of their respective affiliates or associates, and any others acting jointly or in concert with any of the foregoing, including the nominee; (D) full particulars regarding any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the notice by, or on behalf of, such Nominating Shareholder, whether or not such instrument or right shall be subject to settlement in underlying securities of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such Nominating Shareholder with respect to securities of the Corporation; (E) full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct or control the voting of any securities of the Corporation; and (F) any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below).

A. The Corporation may require any proposed nominee to furnish such other information and documents as may reasonably be required by the Corporation to (A) determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence and/or qualifications in respect of financial literacy, or lack thereof, of such proposed nominee, or (B) satisfy the requirements of the Act, the Applicable Securities Laws and applicable stock exchange rules.

B. In addition, a Nominating Shareholder's notice (including but not limited to related certification) shall be promptly updated and supplemented, if necessary, so that the information provided or required to be provided in such notice shall be true and correct as of the record date for the meeting.

(d) Eligibility for nomination. No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this Section 5.5; provided, however, that nothing in this Section 5.5 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a Shareholders' Meeting of any matter in respect of which it would have been entitled to

submit a proposal pursuant to the provisions of the Act or at the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the By-laws and, if any proposed nomination is not in compliance with the By-laws, to declare that such defective nomination shall be disregarded.

- (e) Notice. Notwithstanding any other provision of this By-law, a Nominating Shareholder's notice given to the Corporate Secretary of the Corporation pursuant to this By-law may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the Corporate Secretary of the Corporation for purposes of such notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Corporate Secretary at the address of the principal executive office of the Corporation; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Eastern Standard Time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.
- (f) Waiver of requirement. Notwithstanding any other provision in this Section 5.5, the Board may, in its sole discretion, waive any requirement in this Section 5.5.
- (g) No right for inclusion of details in Management Proxy Circular of the Corporation. Compliance with the notice and nomination procedure set out in this section 5.5 shall not result in any obligation or requirement on the Corporation to include the name the person nominated by the Nominating Shareholder or any other information provided by such Nominating Shareholder in the management proxy circular for any Shareholders' Meeting or any other disclosure documents of the Corporation.

ARTICLE 6 BOARD MEETINGS

6.1

Meetings.

- (a) Calling of Board Meeting. Subject to the requirements under the Act, the Board shall meet at least annually and may meet more frequently as needed. Meetings of the Board may be called by the Chairman of the Board, the Chief Executive Officer, or any three directors, as the case may be, and shall be held at such time, date and place (whether within or outside Ontario or Canada) as may be determined by the person calling the meeting, subject to the quorum requirements being satisfied.
- (b) Notice of Board Meeting. Notice of each meeting of the Board shall be given to each director (i) not later than the day before the meeting if such notice is given by hand delivery or by means of a form of electronic document; (ii) at least two days before the meeting if such notice is sent by a nationally recognized overnight delivery service; and (iii) at least five days before the meeting if such notice is sent through ordinary mail. If the Corporate Secretary shall fail or refuse to give such notice, then the notice may be given by the individual(s) who called the meeting. Any director may at any time waive the provision of the notice in accordance with Article 11.

- (c) Except as required by the Act, a notice of meeting need not specify the purpose of or the business to be transacted at the meeting.
- (d) Notwithstanding Section 6.1(a), a special meeting may be held at any time without notice if all of the directors are present or if those not present waive notice of the meeting in accordance with Article 11.

6.2 Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board.

6.3 Adjournment

If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than the announcement at the meeting, of the time and place of the reconvening of the meeting, until a quorum is present.

6.4 Voting.

- (a) Tie-breaking vote. Each director is entitled to one vote on each matter. If the Board considers any action that results in an equal number of the directors at the meeting voting for and against the action, then in such case, the Chairman of the Board shall be entitled to cast a tie-breaking vote with respect to such action.
- (b) Electronic Voting. Subject to the Act, a director participating in a meeting by a telephonic, electronic or other communication facility may vote by any reasonable means (including verbal assent) given the nature of such communication facility.

6.5 Organization.

The chairman of each meeting of the Board shall be the Chairman of the Board (or if such person is absent or unable to so act), the Chief Executive Officer (if he or she shall be a director) or, if such person is absent or unable to so act or if the Chief Executive Officer is not a director, a chairman elected from the directors present. The Corporate Secretary shall act as secretary of all meetings of the Board. If such person is absent (or unable to so act) an Assistant Secretary shall be appointed to act as secretary of a meeting of the Board by the chairman of the meeting. If such person is absent (or unable to so act) chairman of the meeting may appoint any person to act as secretary of the meeting.

6.6 Delegation.

Subject to the Act, the Board may from time to time delegate to a director, a committee of directors, an officer or such other person or persons so designated by the Board all or any of the powers conferred on the Board by the By-laws or by the Act to such extent and in such manner as the Board shall determine at the time of each such delegation.

**ARTICLE 7
COMMITTEES OF DIRECTORS**

7.1 Establishment.

The Board may designate one or more committees, each committee to consist of one or more of the directors. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. The Board shall have the power at any time to fill vacancies in, change the membership of, or dissolve any such committee.

7.2 Available Powers.

Any committee established by the Board, subject to the limitations prescribed by applicable law or otherwise prescribed by the Board in that committee's mandate approved by the Board, shall have and may exercise all of the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it.

7.3 Alternate Members.

The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee.

7.4 Procedures.

Unless the Board otherwise provides or as set out in that committee's mandate, the time, date, place, if any, and notice of meetings of a committee shall be determined by such committee.

Unless the Board otherwise provides and except as provided in this By-law, each committee designated by the Board may make, alter, amend and repeal rules for the conduct of its business. In the absence of such rules each committee shall, to the extent applicable, conduct its business in the same manner as the Board is authorized to conduct its business pursuant to Article 6 of this By-law.

**ARTICLE 8
OFFICERS**

Subject to the Act, the Board may designate the offices of the Corporation, appoint as officers persons of full capacity, specify their duties and delegate to them powers to manage the business and affairs of the Corporation.

**ARTICLE 9
SHARES**

9.1 Registered Shareholders.

The Corporation may, subject to the Act, treat a registered owner of shares of the Corporation as the person exclusively entitled to vote, receive notices, receive any interest, dividend or other payments, and otherwise to exercise all the rights and powers of an owner of such shares.

9.2 **Regulations.**

The Board shall have power and authority to make such additional rules and regulations, subject to any applicable requirement of law, as the Board may deem necessary and appropriate with respect to the issue, transfer or registration of transfer of shares of the Corporation or certificates representing shares of the Corporation.

9.3 **Transfer Agent and Registrar.**

The Board may appoint or remove a transfer agent or a registrar and one or more branch transfer agents or registrars for the shares of the Corporation.

**ARTICLE 10
INDEMNIFICATION**

10.1 **Indemnification.**

The Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or another individual who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, to the fullest extent permitted by the Act and if the Corporation has entered into an indemnification agreement with any director or officer of the Corporation, the terms of such indemnification agreement will govern the indemnification arrangement by the Corporation for such director or officer.

10.2 **Limitation of Liability.**

To the extent permitted by law, no director or officer shall be liable for:

- (a) the acts, receipts, neglects or defaults of any other director, officer, employee or agent of the Corporation or any other person;
- (b) any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by, for, or on behalf of the Corporation, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Corporation shall be loaned out or invested;
- (c) any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation, including any person, firm or corporation with whom any moneys, securities or other assets belonging to the Corporation shall be lodged or deposited;
- (d) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation; or
- (e) any other loss, damage or misfortune whatever which may happen in the execution of the duties of the director's or officer's respective office or in relation thereto,

unless the same shall happen by or through the director's or officer's failure to exercise the powers and to discharge the duties of the director's or officer's office honestly and in good faith with a view to the best interests of the Corporation, and in connection therewith, to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, provided that nothing herein contained shall relieve a director or officer from the duty to act in accordance with the Act or relieve such

director or officer from liability for a breach of the Act. If the Act is hereafter amended to authorize corporate action further limiting or eliminating the liability of directors and officers, then the liability of a director or officer of the Corporation shall be limited or eliminated to the fullest extent permitted by the Act, as so amended. Any repeal or amendment of this Article 10 by the shareholders of the Corporation or by changes in law, or the adoption of a new by-law inconsistent with this Article 10 shall, unless otherwise required by law, be prospective only (except to the extent such amendment or change in law permits the Corporation to further limit or eliminate the liability of directors) and shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or amendment or adoption of such inconsistent provision with respect to acts or omissions occurring prior to such repeal or amendment or adoption of such inconsistent provision.

10.3 Indemnification of Others.

Subject to the Act, the Corporation may, to the extent authorized from time to time by the Board, indemnify and advance expenses to such other persons as the Board may determine.

10.4 Insurance.

Subject to the Act, the Corporation may, to the extent authorized from time to time by the Board, purchase and maintain insurance for the benefit of any persons as the Board may from time to time determine.

10.5 Indemnities Not Exclusive.

Each of the provisions of this Article 10 shall be in addition to and not in substitution for or derogation from any rights to which any director or officer of the Corporation, former director or officer of the Corporation or any individual who acts or acted at the Corporation's request as a director or officer, or any individual acting in a similar capacity, of another entity, may otherwise be entitled.

**ARTICLE 11
NOTICES**

A notice or document required by the Act, the Articles or the By-laws to be sent to a shareholder, director, officer, auditor or member of a committee of the Board may be:

- (a) sent by prepaid mail or delivered personally to such person; or
- (b) sent, delivered or provided by electronic means to such person to the extent permitted by the Act.

**ARTICLE 12
BORROWING AND BANKING POWERS**

12.1 Banking Arrangements.

The banking business of the Corporation, or any part or division of the Corporation, shall be transacted with such bank, trust company or other firm or body corporate as the Board may designate, appoint or authorize from time to time and all such banking business, or any part thereof, shall be transacted on the Corporation's behalf by such one or more officers or other persons as the Board may designate, direct or authorize from time to time and to the extent thereby provided.

12.2 **Borrowing.**

- (a) Borrowing. Without limiting the general powers of the Board as provided in the Act and in the By-laws, the Board may from time to time, without authorization of the shareholders, on behalf of the Corporation:
- (i) borrow money on the credit of the Corporation;
 - (ii) issue, reissue, sell, pledge or hypothecate debt obligations of the Corporation;
 - (iii) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
 - (iv) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

**ARTICLE 13
MISCELLANEOUS**

13.1 **Dividends.**

- (a) Subject to the Act, the Board may from time to time declare, and the Corporation may pay, dividends (payable in cash, property, fully paid shares of the Corporation or such other form as the Board may determine) to the shareholders.
- (b) Any dividend unclaimed after a period of two years from the date on which the dividend has been declared to be payable shall be forfeited and shall revert to the Corporation.

13.2 **Financial Year.**

The financial year of the Corporation shall be fixed by the Board.

13.3 **Seal.**

The Corporation may have a seal which shall be in such form as shall from time to time be adopted by the Board. The seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced.

13.4 **Books and Records.**

The books and records of the Corporation shall be at the registered office of the Corporation or at such place or places as may from time to time be designated by the Board and permitted by the Act.

13.5 **Securities of Other Corporations.**

Powers of attorney, proxies, waivers of notice of meeting, consents in writing and other instruments relating to securities owned by the Corporation may be executed in the name of and on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the Chief Financial Officer, the Corporate Secretary or any Vice President. Any such officer, may, in the name of and on behalf of the Corporation, take all such action as any such officer may deem advisable to vote in person or by proxy at any meeting of security holders of any corporation in which the Corporation may own securities, or to

consent in writing, in the name of the Corporation as such holder, to any action by such corporation, and at any such meeting or with respect to any such consent shall possess and may exercise any and all rights and power incident to the ownership of such securities and which, as the owner thereof, the Corporation might have exercised and possessed. The Board may from time to time confer like powers upon any other person or persons.

13.6 Execution of Instruments.

Unless otherwise authorized by the Board, deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Corporation by any director or officer of the Corporation. Any signing officer may affix the corporate seal to any instrument requiring the same, but no instrument is invalid merely because the corporate seal is not affixed thereto.

Notwithstanding the foregoing, the Board may from time to time direct the manner in which, and the person or persons by whom, any particular instrument or class of instruments may or shall be signed.

13.7 Invalidity.

The invalidity or unenforceability of any provision of this By-law No. 1 shall not affect the validity or enforceability of the remaining provisions of this By-law No. 1. If there is any provision in this By-law No. 1 that contravenes the Act, the provision in the Act shall prevail.

13.8 Effective Date.

This By-law No. 1 shall come into force on the Date of Arrangement.

13.9 Repeal.

All previous by-laws of the Corporation which are inconsistent with this By-law No. 1 are repealed as of the coming into force of this By-law No. 1. Such repeal shall not affect the previous operation of any by-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under, or the validity of any contract or agreement made pursuant to, or the validity of any articles or predecessor charter documents of the Corporation obtained pursuant to, any such by-law prior to its repeal. All officers and persons acting under any by-law so repealed shall continue to act as if appointed under the provisions of this By-law No. 1 and all resolutions of the shareholders or the Board or a committee of the Board with continuing effect passed under any repealed by-law shall continue good and valid except to the extent inconsistent with this By-law No. 1 and until amended or repealed.

The foregoing Amended and Restated By-law No. 1 is made a by-law of the Corporation on June 30, 2016.

Chief Executive Officer

IN THE MATTER OF AN APPLICATION under section 182 of the *Business Corporations Act*, RSO 1990, c. B. 16, as amended, involving
Timbercreek Mortgage Investment Corporation and Timbercreek Senior Mortgage Investment Corporation

Court File No. CV-16-11380-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

ORDER

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