EMPIRE COMPANY LIMITED
(the "**Company**")

CONSTATING DOCUMENTS

March 8, 2018

Attached are true and complete copies of the following documents, being the current effective constating documents of the Company as of the date hereof:

1. Amalgamation agreement between Empire Company Limited and Stellarton Investments Limited dated January 17, 1973 and the Articles of Association of Empire Company Limited dated February 13, 1963 as adopted thereby;

2. Special resolution dated March 7, 1973 approving the borrowing powers of the Company;

3. Special resolution dated December 10, 1973 approving the borrowing powers of the Company;

4. Special resolution approving the rescission and addition of certain articles of the Company's Articles of Association;

5. Special resolution dated November 22, 1983 authorizing the share split of the Non-Voting Class A Common and the Class B Common shares into one and one-half shares each;

6. Special resolution dated January 15, 1986 authorizing the share split of the Non-Voting Class A Common and Class B Common shares into two shares each;

7. Special resolution dated January 23, 1987 approving the amending resolution and adopting the amended share conditions of the Non-Voting Class A Common shares and the Class B Common shares;

8. Special resolution filed December 2, 1987 authorizing the Company and its directors to purchase or otherwise acquire its own shares;

9. Special resolution dated April 5, 1988 authorizing certain capital amendments;

10. Special resolution dated May, 1990 authorizing the capital amendment of the company and creating an additional 100,000,000 authorized and unissued Non-Voting Class A Common shares without nominal or par value;

11. Special resolution dated October 7, 2002 authorizing the share split of the Non-Voting Class A Common and Class B Common shares into two shares each;

12. Special resolution authorizing the creation of one billion Class B Common shares and immediately converting those Class B Common shares into one billion authorized but unissued 2002 Preferred Shares, each having a par value of $25;

13. Special resolution dated September 10, 2015 authorizing the share split of the Non-Voting Class A Common and Class B Common shares into three shares each.

H. G.

THIS AGREEMENT OF AMALGAMATION made this day of January, 1973

BETWEEN:

EMPIRE COMPANY LIMITED, a body corporate having its head office at Stellarton, Nova Scotia (hereinafter called "Empire")

Of the One Part

— and —

STELLARTON INVESTMENTS LIMITED, a body corporate having its head office at Stellarton, Nova Scotia (hereinafter called "Stellarton")

Of the Other Part

WHEREAS

(a) Empire was incorporated under the laws of Nova Scotia on February 12, 1963 and has an authorized capital of $5,101,600 divided into 200,000 Cumulative Redeemable Preferred Shares of the par value of $25 each (of which 80,000 Cumulative Redeemable Preferred Shares are issued and outstanding as fully paid and non-assessable) 160,000 6% Non-Cumulative Redeemable Voting Preferred Shares of the par value of $.01 each (all of which 6% Non-Cumulative Redeemable Voting Preferred Shares are issued and outstanding as fully paid and non-assessable) and 100,000 Common Shares of the par value of $1.00 each (all of which Common Shares are issued and outstanding as fully paid and non-assessable);

(b) Stellarton was incorporated under the laws of Nova Scotia on November 27, 1970 and has an authorized capital of $10,002,000 divided into 200,000 7% Cumulative Redeemable Voting Preferred Shares of $1.00 each (of which 100,000 7% Cumulative Redeemable Voting Preferred Shares are issued and outstanding as fully paid and non-assessable) and 9,802,000 Common Shares of the par value of $1.00 each (of which 1,800 Common Shares are issued and outstanding as fully paid and non-assessable);

(c) 33,500 Common Shares of Empire are registered in the name of and are beneficially owned by Stellarton;

(d) 100,000 7% Cumulative Redeemable Voting Preferred Shares of Stellarton are registered in the name of and are beneficially owned by Empire;

(e) It is considered desirable and in the interest of Empire and Stellarton that they be amalgamated pursuant to the provisions of Section 120 of the Companies Act of Nova Scotia.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises herein contained, the parties hereto covenant and agree as follows:

1. In this Agreement:

   (a) "Empire's 1965 Series Preferred Shares" means those 40,000 issued and outstanding 5½% Cumulative Redeemable Preferred Shares 1965 Series of the par value of $25 each in the capital stock of Empire;

   (b) "Empire's 1972 Series Preferred Shares" means those 40,000 issued and outstanding 8% Cumulative Redeemable Preferred Shares 1972 Series of the par value of $25 each in the capital stock of Empire;

(c) "Empire's Second Preferred Shares" means those 160,000 6% Non-Cumulative Redeemable Voting Preferred Shares of the par value of $.01 each in the capital stock of Empire;

(d) "Empire's Common Shares" means those 100,000 issued and outstanding Common Shares of the par value of $1.00 each in the capital stock of Empire;

(e) "Empire's Designated Common Shares" means those 33,500 of Empire's Common Shares registered in the name of and beneficially owned by Stellarton;

(f) "Empire's Non-Designated Common Shares" means those 66,500 of Empire's Common Shares which are not registered in the name of or beneficially owned by Stellarton;

(g) "Stellarton's Designated Preferred Shares" means those 100,000 7% Cumulative Redeemable Voting Preferred Shares of the par value of $1.00 each in the capital stock of Stellarton registered in the name of and beneficially owned by Empire;

(h) "Stellarton's Common Shares" means those 9,802,000 Common Shares of the par value of $1.00 each in the capital stock of Stellarton.

2. Empire and Stellarton shall be amalgamated into and continue as one company (hereinafter called the "New Company") pursuant to Section 120 of the Companies Act of Nova Scotia.

3. The attributes and characteristics of the New Company shall be as follows:

(a) The name of the New Company shall be "Empire Company Limited";

(b) The registered office of the New Company shall be situated at 100 King Street, Stellarton, Nova Scotia;

(c) The amount of the authorized capital of the New Company shall be $5,001,600 divided into

(i) 200,000 Cumulative Redeemable Preferred Shares of the par value of $25 each (hereinafter called the "New Company's First Preferred Shares") to be issued in series of which 40,000 Cumulative Redeemable Preferred Shares shall be authorized as 5½% Cumulative Redeemable Preferred Shares, 1965 Series (hereinafter called the "New Company's 1965 Series Preferred Shares") and 40,000 Cumulative Redeemable Preferred Shares shall be authorized as 8% Cumulative Redeemable Preferred Shares, 1972 Series (hereinafter called the "New Company's 1972 Series Preferred Shares"). The conditions attaching to the New Company's First Preferred Shares are set out in Schedule A hereto annexed;

(ii) 160,000 7% Cumulative Redeemable Voting Second Preferred Shares (hereinafter called the New Company's Second Preferred Shares) of the par value of $.01 each. The conditions attaching to the New Company's Second Preferred Shares are set out in Schedule B hereto annexed; and

(iii) The Company proposes to issue 100,000 Common Shares (hereinafter called the "New Company's Common Shares") without nominal or par value;

(d) The objects of the New Company are set out on Schedule C hereto annexed;

(e) The manner of converting Empire's Common Shares and Stellarton's Common Shares into New Company's Common Shares shall be as follows:

(i) All of Empire's Designated Common Shares shall be cancelled;

(ii) All of the 100,000 New Company's Common Shares shall be issued as fully paid and non-assessable to those persons who are the registered holders of Empire's Non-Designated Common Shares (hereinafter called the "Empire Group") and those person who are the registered holders of Stellarton's Common Shares (hereinafter called the "Stellarton Group") immediately prior to the amalgamation;

(iii) The number of new Company's Common Shares to be issued to the Empire Group shall be that percentage of the New Company's Common Shares that the value of the total net assets of Empire is of the total net assets of the New Company on the date of amalgamation and the number of New Company's Common Shares to be issued to the Stellarton Group shall be that percentage of the New Company's Common Shares that the value of the total net assets of Stellarton is of the total net assets of the New Company on the date of amalgamation;
The value of all assets and of all liabilities of Empire, Stellarton and the New Company and the number of New Company's Common Shares to be issued to the Empire Group and the Stellarton Group shall be determined by H. R. Doane and Company, Chartered Accountants, of Halifax, Nova Scotia;

(iv) The number of New Company's Common Shares to be issued to each shareholder of the Empire Group shall be the same proportion of those New Company's Common Shares allocated to the Empire Group as the number of Empire's Common Shares registered in the name of each such shareholder immediately prior to the amalgamation bears to the total number of Empire's Non-Designated Common Shares issued and outstanding immediately prior to the amalgamation;

(v) The number of New Company's Common Shares to be issued to each shareholder of the Stellarton Group shall be the same proportion of the New Company's Common Shares allocated to the Stellarton Group as the number of Stellarton's Common Shares registered in the name of such shareholder immediately prior to the amalgamation bears to the total number of Stellarton's Common Shares issued immediately prior to the amalgamation.

(f) Each registered holder of Empire's 1965 Series Preferred Shares shall be entitled to one fully paid and non-assessable New Company's 1965 Series Preferred Share for each of Empire's 1965 Series Preferred Share held by him on the date of the amalgamation;

(g) Each registered holder of Empire's 1972 Series Preferred Shares shall be entitled to one fully paid and non-assessable New Company's 1972 Series Preferred Share for each of Empire's 1972 Series Preferred Share held by him on the date of the amalgamation;

(h) Each registered holder of Empire's Second Preferred Shares shall be entitled to one fully paid and non-assessable New Company's Second Preferred Share for each of Empire's Second Preferred Shares held by him on the date of the amalgamation;

(i) All of Stellarton's Designated Preferred Shares shall be cancelled;

(j) The names, occupations and places of residence of the first Directors of the New Company are as follows:

Name	Occupation	Place of Residence
Frank H. Sobey	Executive	Abercrombie, Nova Scotia
Harold M. Sobey	Executive	New Glasgow, Nova Scotia
William M. Sobey	Executive	Stellarton, Nova Scotia
David F. Sobey	Executive	New Glasgow, Nova Scotia
Donald R. Sobey	Executive	Stellarton, Nova Scotia
Edith Sinclair	Widow	New Glasgow, Nova Scotia
Alan S. Thompson	Executive	New Glasgow, Nova Scotia
James Gogan	Executive	New Glasgow, Nova Scotia
Henry B. Rhude	Lawyer	Halifax, Nova Scotia

Such Directors shall hold office until the first Annual General Meeting of the Shareholders of the New Company;

(k) Subsequent Directors will be elected at the first Annual General Meeting of the Shareholders of the New Company in the manner provided for in the Articles of Association of the New Company;

(l) The names of the officers of the New Company and the offices to be held by each are as follows:

Name	Office Held
Frank H. Sobey	Chairman of the Board of Directors
Donald R. Sobey	President
William M. Sobey	Vice-President
James Gogan	Vice-President and Secretary
William H. Richardson	Vice-President
David F. Sobey	Treasurer

3. The New Company shall adopt the Articles of Association of Empire Company Limited until repealed, amended, altered or added to.

4. The New Company shall possess all of the property, rights, privileges and franchises and shall be subject to all of the liabilities, contracts and debts of Empire and Stellarton.

5. All the rights of creditors against the property, rights and assets of Empire and Stellarton respectively and all liens upon their respective properties, rights and assets shall be unimpaired by the proposed amalgamation and all debts, contracts, liabilities, and duties of Empire and of Stellarton respectively shall henceforth attach to the New Company and may be enforced to the same extent as if the said debts, contracts, liabilities and duties had been incurred or contracted by it.

6. All dividends which have accrued on Empire's 1965 Series Preferred Shares and on Empire's 1972 Series Preferred Shares and which are unpaid on the effective date of the amalgamation shall be deemed to have accrued and to be unpaid on the New Company's 1965 Series Preferred Shares and the New Company's 1972 Series Preferred Shares respectively on the effective date of the amalgamation.

7. No action or proceedings by or against Empire or Stellarton shall abate or be affected by the proposed amalgamation but for all purposes of such action or proceeding, Empire or Stellarton, as the case may be, shall be deemed still to exist or the New Company may be substituted in such action or proceeding in the place thereof.

8. Empire or Stellarton may by resolution of their respective Boards of Directors assent to any alteration, or modification of this Agreement which the Supreme Court of Nova Scotia or a Judge thereof may require and the expression "this Agreement" as used herein shall be read and construed to mean and include this Agreement as so altered or modified.

IN WITNESS WHEREOF the parties hereto have caused their respective corporate seals to be affixed under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of:

Isabelle Dart
(Witness)

Isabelle Dart
(Witness)

EMPIRE COMPANY LIMITED

By .....

By .....

STELLARTON INVESTMENTS LIMITED

By .....

By .....

SCHEDULE C

The objects of the New Company shall be:

(a) To hold by way of investment any real or personal property whatsoever;

(b) To buy, sell, lease and otherwise dispose of, hold, own, take on lease, manufacture, install, repair, service, produce, export and import and deal in, either as principal or agent, and upon commission, consignment or otherwise, goods, wares, products and merchandise of every nature and kind;

(c) To carry on the business of insurance brokers and insurance agents in all its several branches and to represent persons, firms and corporations engaged in any branch of the business of insurance and to accept or pay any commissions or other remuneration for services in connection therewith;

(d) To carry on the business of a bowling alley proprieter in all its several branches;

(e) To carry on generally the business of furnishing amusements to the public in all its several branches;

(f) To carry on in all their several branches the businesses of general contractors and builders for the construction, erection, repair, alteration, maintenance and operation of public and private works of whatsoever nature or kind;

(g) To buy sell and otherwise dispose of, hold, own, manufacture, produce, export and import and deal in, either as principal or agent, and upon commission, consignment or otherwise, goods, wares, products and merchandise of any kind and nature whatsoever and to do a general commission merchants' merchandise, brokerage, selling agents' and factors' business in goods, wares and merchandise dealt in by the Company;

(h) To purchase or otherwise acquire and undertake all or any of the assets, business, property, privileges, contracts, rights, obligations and liabilities of any company, society, partnership or persons carrying on any part of the business which the Company is authorized to carry on or possessed of property suitable for the purpose of this Company or of any company in which this Company holds shares, bonds, debentures, debenture stock or other securities and to pay for the same in cash or in shares or securities of this Company or partly in cash and partly in shares or securities or any other consideration and to carry on the business of any such company, society, partnership or person whose assets are so acquired;

(i) To carry on the business of carriers, truckmen, carters, agents and forwarders by land, air and water, agents, commission agents, insurance agents, merchants and warehousemen in all their several branches and to store products, materials, goods, wares and merchandise for other persons, firms and corporations;

(j) To carry on business as manufacturers' agents and representatives and as commission agents and merchants and to carry on a jobbing commission and general agency business for the sale of goods, wares and merchandise of all kinds;

(k) To invest in any stocks, shares, bonds, obligations, debentures or securities of any government, state, dominion, province, or authority, municipal, local or otherwise, or of any company or corporation whatsoever whether public or private, or in any undertaking upon which the Company may enter itself or which may be entered into by others and to vary, change or alter any such investments, and to re-invest in the manner aforesaid any moneys which may at any time be in the hands of the Company;

(l) To carry on a general exporting and importing business in all its branches;

(m) To do any or all of the above things as principals, agents, or otherwise and by or through trustees or otherwise and either alone or in conjunction with others.

(n) To procure the Company to be registered or recognized in any country or place, and to carry on and perform any or all of its objects in any province of the Dominion of Canada, and in any British or foreign country, subject to the laws of such province or country;

(o) To obtain any provisional order or Act of Parliament or of the Legislature for enabling the Company to carry any of its objects into effect or for effecting any modification in the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the Company's interest;

(p) To apply for, secure, acquire by assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any license, power, authority, franchise, concession, right or privilege, which any government or authority or any corporation or other public body may be empowered to grant, and to pay for, aid in and contribute towards carrying the same into effect, and to appropriate any of the Company's shares, bonds and assets to defray the necessary costs, charges and expenses thereof.

(q) To amalgamate with any other company having objects altogether or in part similar to those of the Company;

(r) To allot, issue, and deliver fully paid shares, debentures, debenture-stock or other securities of the Company in payment or part payment of any property, contracts, rights, shares, debentures or securities of any other company which this Company may acquire for the purpose of its business;

(s) To remunerate any person, firm or company for services rendered, or to be rendered to the Company, in or about the formation or promotion of the Company, or the conduct of its business, and to allot, issue and deliver fully paid shares of the capital stock of the Company in payment or part-payment for services so rendered and upon any issue of shares to employ brokers and to pay commissions;

(t) To pay out of the funds of the Company all or any of the expenses of or incidental to the formation or organization thereof;

(u) To improve, manage, develop, exchange, sell, lease or otherwise dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Company, and to distribute any of the Company's property among the members in specie, and particularly the shares, bonds, debentures, or other securities of any other company that may take over the whole or any other part of the assets or liabilities of the Company;

(v) To accept in payment for any work done by or debt due to the Company any stock, shares, bonds, debentures or other securities of any other Company;

(w) To raise and assist in raising money for and to aid by way of bonus, loan, promise, endorsement, guarantee of bonds, debentures or other securities or otherwise, any other company, corporation or person whatsoever;

(x) To guarantee the performance of obligations or contracts by any company, corporation or person whatsoever and as securities for such guarantee, to mortgage, pledge, hypothecate or otherwise charge the whole or any part of the property of the company;

(y) To issue debentures, debenture-stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery or by instrument or transfer or otherwise and either perpetual or terminable and either redeemable or otherwise, and to charge or secure the same on the undertaking, property, rights and assets of the Company, present and future, in whole or in part, including if thought fit, uncalled capital or otherwise howsoever;

(z) To adopt and carry out the provisions of any preliminary agreement or agreements with or without modification;

(aa) To do all the acts and things mentioned and set out in sub-section (3) of Section 24 of the Companies Act;

(bb) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, bonds, debentures, debenture-stock or other securities of any other company;

(cc) To subscribe for, take or otherwise acquire and hold shares and securities of any other company having objects altogether or in part similar to those of the Company and to carry on any business capable of being conducted so as directly or indirectly to benefit the Company;

(dd) To distribute any of the property of the Company in specie among the members;

(ee) To invest the moneys of the Company not immediately required in the business of the Company in such manner as may from time to time be determined by the Directors of the Company;

AND it is hereby declared that Paragraphs (bb), (cc), (dd) and (ee) of this clause shall be deemed to be modifications of the rights and powers in Paragraphs (f), (g), (h) and (i) respectively of Sub-section (3) of Section 24 of the Companies Act;

EMPIRE COMPANY LIMITED

I, James Gogan, Secretary of EMPIRE COMPANY LIMITED, hereby certify that the foregoing Amalgamation Agreement was submitted on January 8, 1973 to a joint meeting of the holders of the Common Shares and the holders of the 6% Non-Cumulative Voting Redeemable Preferred Shares of the Company called for the purpose of considering the Amalgamation Agreement. All of the holders of the Common Shares and all of the holders of the 6% Non-Cumulative Voting Redeemable Preferred Shares of the Company were present at such meeting in person or by proxy. The Common Shareholders voted unanimously in favour of the Amalgamation Agreement; the 6% Non-Cumulative Voting Redeemable Preferred Shareholders voted unanimously in favour of the Amalgamation Agreement, and the Common Shareholders and the 6% Non-Cumulative Voting Redeemable Preferred Shareholders voted jointly unanimously in favour of the Amalgamation Agreement.

DATED at Stellarton, Nova Scotia, this 17th day of January, 1973.

James Gogan, Secretary
EMPIRE COMPANY LIMITED

EMPIRE COMPANY LIMITED

I, James Gogan, Secretary of EMPIRE COMPANY LIMITED, hereby certify that the foregoing Amalgamation Agreement was submitted to the holders of the Cumulative Redeemable Preferred Shares of Empire Company Limited at a meeting held in Halifax, Nova Scotia on January 3, 1973 called for the purpose of considering the Amalgamation Agreement. All of the holders of the Cumulative Redeemable Preferred Shares present in person or by proxy at such Meeting voted unanimously in favour of the Amalgamation Agreement.

DATED at Stellarton, Nova Scotia this 17th day of January, 1973.

James Gogan, Secretary of
EMPIRE COMPANY LIMITED

STELLARTON INVESTMENTS LIMITED

I, James Gogan, Secretary of STELLARTON INVESTMENTS LIMITED, hereby certify that the foregoing Amalgamation Agreement was submitted on the 8th day of January, 1973 to a joint meeting of the holders of the Common Shares and the holders of the 7% Cumulative Redeemable Voting Preferred Shares of the Company called for the purpose of considering the Amalgamation Agreement. All of the holders of the Common Shares and all of the holders of the 7% Cumulative Redeemable Voting Preferred Shares were present at such meeting in person or by proxy. The Common Shareholders voted unanimously in favour of the Amalgamation Agreement; the 7% Cumulative Redeemable Voting Preferred Shareholders voted unanimously in favour of the Amalgamation Agreement; and the Common Shareholders and the 7% Cumulative Redeemable Voting Preferred Shareholders voted unanimously in favour of the Amalgamation Agreement.

DATED at Stellarton, Nova Scotia, this 17th day of January, 1973.

James Gogan, Secretary of
STELLARTON INVESTMENTS
LIMITED

I HEREBY CERTIFY that this is a true copy of a document filed in the office of the Registrar of Joint Stock Companies this 13th day of February, 1963

Nancy Homans
Registrar of Joint Stock Companies

Dated 19th day of October, 1995

ARTICLES OF ASSOCIATION
OF
EMPIRE COMPANY
LIMITED

INTERPRETATION

1. In these Articles, unless there be something in the subject or context inconsistent therewith:

(a) "the Act" means the Companies Act of Nova Scotia and all amendments thereto;

(b) "the Company" means the company named above;

(c) "the Office" means the registered office for the time being of the Company;

(d) "the Register" means the register of members kept pursuant to Section 38 of the Act;

(e) "the Registrar" means the Registrar of Joint Stock Companies for the time being;

(f) "month" means calendar month;

(g) "in writing" and "written" includes printing, lithography and other modes of representing or reproducing words in visible form;

(h) "these Articles" and "these presents" include these Articles of Association and all amendments thereto;

(i) "the Directors" or "the Board" means the Directors of the Company for the time being;

(j) "Secretary" includes any person appointed to perform the duties of the Secretary temporarily;

(k) "special resolution" has the meaning assigned by Section 75 of the Act;

(l) words importing the singular number only include the plural number and vice versa;

(m) words importing the masculine gender only include the feminine gender;

(n) words importing persons include corporations.

2. The regulations appearing in Table A in the First Schedule to the Act shall not apply to the Company.

3. The Directors may enter into and carry into effect or adopt and carry into effect any agreement or agreements made by the promoters of the Company on behalf of the Company and shall have full power to agree to any modification in the terms of any such Agreement or agreements, either before or after their execution.

4. The Directors may, out of any moneys of the Company for the time being in their hands, pay all expenses incurred for the formation and establishment of the Company, including the expenses of registration.

5. The business of the Company may be commenced as soon after incorporation as the Directors think fit, and notwithstanding that part only of the shares have been allotted.

SHARES

6. The Directors shall control the shares and, subject to the provisions of these Articles, may allot or otherwise dispose of them to such persons at such times, on such terms and conditions and either at a premium or at par as they think fit.

7. The Directors may pay on behalf of the Company a commission to any person in consideration of his subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or his procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company, provided that such commission paid or agreed to be paid does not exceed ten per centum of the price at which such shares are sold. The commission may be paid or satisfied in cash or in shares, debentures or debenture stock of the Company.

8. On the issue of shares the Company may arrange among the holders thereof differences in the calls to be paid and in the times for their payment.

9. If the whole or part of the allotment price of any shares is, by the conditions of their allotment, payable in instalments, every such instalment shall, when due, be payable to the Company by the person who is at such time the registered holder of the shares.

10. Shares may be registered in the names of joint holders not exceeding three in number.

11. The joint holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share. On the death of one or more joint holders of shares the survivor or survivors of them shall alone be recognized by the Company as having title to the shares.

12. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof and accordingly shall not, except as ordered by a court of competent jurisdiction or required by statute, be bound to recognize any equitable or other claim to or interest in such share on the part of any other person.

CERTIFICATES

13. Certificates of title to shares shall be signed (i) by the President, a Vice-President or a Director, (ii) by the Secretary, an Assistant Secretary or such other persons as the Directors may authorize and, if the Directors have appointed a transfer agent for the Company, (iii) by an authorized officer of such transfer agent. The signature of the President or Vice-President and, if a transfer agent has been

12A (1) No common shareholder shall be entitled to sell all or any of his shares in the capital stock of the Company except for a price in money and in the manner herein prescribed.

(2) If any common shareholder (hereinafter called the "Offeree") receives a bona fide offer (hereinafter called the "Prime Offer") to purchase all or any of his common shares in the capital stock of the Company (hereinafter called the "Subject Shares") which Prime Offer the Offeree is prepared to accept, the Offeree shall supply a copy of the Prime Offer to each of the other common shareholders of the Company (hereinafter called the "Other Shareholders") and advise the Other Shareholders whether the Prime Offer is acceptable to the Offeree.

(3) Each of the Other Shareholders shall have 30 days following receipt of such copy of the Prime Offer and advice to make an offer (hereinafter called the "Secondary Offer") to the Offeree for the Subject Shares at the same price and upon the same terms and conditions contained in the Prime Offer.

(4) If one or more of the Other Shareholders makes a Secondary Offer as aforesaid, then each of them shall be entitled to purchase from the Offeree in accordance with the provisions of the Secondary Offer a proportionate number of the Subject Shares. Such proportionate number shall be that portion of the Subject Shares that the number of common shares registered in the name of each of the Other Shareholders making the Secondary Offer respectively bears to the total number of all common shares registered in the names of all of the Other Shareholders making the Secondary Offer.

(5) If none of the Other Shareholders makes a Secondary Offer in writing as aforesaid, the Offeree shall be entitled to accept the Prime Offer and to dispose of the Subject Shares in accordance with the provisions of the Prime Offer.

12B Notwithstanding the provisions of Article 12A any common shareholder may transfer all or any of his common shares in the capital stock of the Company to any child of his whether by way of sale or by way of gift and may by his will bequeath any of his common shares in the capital stock of the Company to any person or persons whomsoever, in each case without complying with the provisions of Article 12A.

12C The provisions of Articles 12A and 12B shall be endorsed on each common share certificate issued by the Company.

appointed, of the Secretary or Assistant Secretary may be engraved, lithographed or printed upon the certificates or any one or more of them and all such certificates, when signed by the Secretary, an Assistant Secretary, such other person as the Directors authorize, or, if a transfer agent has been appointed, an authorized officer of such transfer agent, shall be valid and binding upon the Company.

14. Subject to any regulations made at any time by the Directors, each shareholder may have title to the shares registered in his name evidenced by any number of certificates so long as the aggregate of the shares stipulated in such certificates equals the aggregate registered in his name.

15. Where shares are registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate or one set of certificates, and such certificate or set of certificates shall be delivered to the person first named on the register.

16. Any certificate that has become worn, damaged or defaced may, upon its surrender to the Directors, be cancelled and replaced by a new certificate. Any certificate that has become lost or destroyed may also be replaced by a new certificate upon proof of such loss or destruction to the satisfaction of the Directors and the furnishing to the Company of such undertakings of indemnity as the Directors deem adequate.

17. The sum of one dollar or such other sum as the Directors from time to time determine shall be paid to the Company for every certificate other than the first certificate issued to any holder in respect of any share or shares.

18. The Directors may cause one or more branch registers of members to be kept in any place or places, whether inside or outside of Nova Scotia.

CALLS

19. The Directors may from time to time make such calls as they think fit upon the shareholders in respect of all moneys unpaid on the shares held by them respectively and not made payable at fixed times by the conditions on which such shares were alloted and each shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors. A call may be made payable by instalments.

20. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

21. At least fourteen days' notice of any call shall be given, and such notice shall specify the time and place at which and the person to whom such call shall be paid.

22. If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call has been made or the instalment is due shall pay interest on such call or instalment at the rate of six per centum per annum from the day appointed for the payment thereof up to the time of actual payment.

23. At the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the shareholder sued is entered on the register as the holder or one of the holders of the shares or shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the shareholder sued in pursuance of these Articles. It shall not be necessary to prove the appointment of the Directors who made such call or any other matters whatsoever and the proof of the matters stipulated shall be conclusive evidence of the debt.

24. The Directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the moneys due upon shares held by him beyond the sums actually called for; and upon the moneys so paid or satisfied in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made the Company may pay interest at such rate, not exceeding six per centum per annum, as the shareholder paying such sum in advance and the Directors agree upon, or the Directors may agree with such shareholder that he may participate in profits upon the amount so paid or satisfied in advance.

FORFEITURE OF SHARES

25. If any shareholder fails to pay any call or instalment on or before the day appointed for payment, the Directors may at any time thereafter while the call or instalment remains unpaid serve a notice on such shareholder requiring him to pay the call or instalment together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

26. The notice shall name a day (not being less than fourteen days after the date of the notice) and a place or places on and at which such call or instalment and such interest and expenses are to be paid. The notice shall also state that, in the event of non-payment on or before the day and at the place or one of the places so named, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

27. If the requirements of any such notice are not complied with, any shares in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

28. When any share has been so forfeited, notice of the resolution shall be given to the shareholder in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture shall be made in the register.

29. Any share so forfeited shall be deemed the property of the Company and the Directors may sell, re-allot or otherwise dispose of it in such manner as they think fit.

30. The Directors may at any time before any share so forfeited has been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

31. Any shareholder whose shares have been forfeited shall nevertheless be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture together with interest thereon at the rate of six per cent per annum from the time of forfeiture until payment. The Directors may enforce such payment if they think fit, but are under no obligation to do so.

32. A certificate in writing under the hands of two of the Directors and countersigned by the Secretary stating that a share has been duly forfeited on a specified date in pursuance of these Articles and the time when it was forfeited shall be conclusive evidence of the facts therein stated as against all persons who would have been entitled to the share but for such forfeiture.

LIEN ON SHARES

33. The Company shall have a first and paramount lien upon all shares (other than fully paid up shares) registered in the name of each shareholder (whether solely or jointly with others) and upon the proceeds from the sale thereof for his debts, liabilities and other engagements, solely or jointly with any other person, to or with the Company, whether or not the period for the payment, fulfilment or discharge thereof has actually arrived, and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of any lien of the Company on such shares.

34. For the purpose of enforcing such lien the Directors may sell the shares subject to it in such manner as they think fit; but no sale shall be made until the period for the payment, fulfilment or discharge of such debts, liabilities or other engagements has arrived, and until notice in writing of the intention to sell has been given to such shareholder, his executors or administrators and default has been made by him or them in such payment, fulfilment or discharge for seven days after such notice.

35. The net proceeds of any such sale after the payment of all costs shall be applied in or towards the satisfaction of such debts, liabilities or engagement and the residue, if any, paid to such shareholder or his executors, administrators or assigns.

VALIDITY OF SALES

36. Upon any sale after forfeiture or the enforcing of a lien in purported exercise of the powers given by these Articles the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

TRANSFER OF SHARES

37. The instrument of transfer of any share in the Company shall be signed by the transferor. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof and shall be entitled to receive any dividend declared thereon before the registration of the transfer.

38. The instrument of transfer of any share shall be in writing in the following form or as near thereto as circumstances will permit:

> For value received.....hereby sell, assign and transfer unto.....shares of the capital stock of the Company represented by the within certificate, and do hereby irrevocably constitute and appoint..... to transfer such stock on the books of the Company with full power of substitution in the premises.
>
> Dated the.....day of.....19
>
> Witness:

39. The Directors may, without assigning any reason therefor, decline to register any transfer of shares not fully paid up or upon which the Company has a lien.

40. Every instrument of transfer shall be left at the office of the Company or its transfer agent where the principal or a branch register of members is maintained for registration together with the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares.

41. A fee not exceeding fifty cents may be charged for each transfer and shall, if required by the Directors, be paid before its registration.

42. Every instrument of transfer shall, after its registration, remain in the custody of the Company. Any instrument of transfer that the Directors decline to register shall, except in case of fraud, be returned to the person who deposited it.

43. The transfer books and register of members may be closed during such time as the Directors think fit, not exceeding in the whole thirty days in each year, notice of which shall be given by advertisement in some newspaper circulating in the district in which the registered office of the Company is situate.

TRANSMISSION OF SHARES

44. The executors or administrators of a deceased member (not being one of several joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such member. When a share is registered in the names of two or more joint holders, the survivor or survivors or the executors or administrators of the deceased survivor, shall be the only persons recognized by the Company as having any title to, or interest in, such share.

45. Any person becoming entitled to shares in consequence of the death or bankruptcy of any member or in any way other than by allotment or transfer upon producing such evidence of his being entitled to act in the capacity claimed or of his title as the Directors think sufficient, may, with the consent of the Directors, (which they shall not be under any obligation to give) be registered as a member in respect of such shares, or may, without being registered, transfer such shares subject to the provisions of these Articles respecting the transfer of shares. The Directors shall have the same right to refuse to register a person entitled by transmission to any shares, or his nominee, as if he were the transferee named in an ordinary transfer presented for registration.

SHARE WARRANTS

46. The Company, with respect to fully paid-up shares, may issue under its Common Seal warrants (hereinafter called "Share Warrants") stating that the bearer is entitled to the shares therein specified, and may provide, by coupons or otherwise, for the payment of future dividends on the shares included in such warrants.

47. The Directors may determine, and from time to time vary, the conditions upon which share warrants will be issued and, in particular, the conditions upon which a new share warrant or coupon will be issued in the place of one worn out, defaced, lost or destroyed, or upon which the bearer of a share warrant will be entitled to attend and vote at general meetings, or upon which a share warrant may be surrendered and the name of the bearer entered in the register in respect of the shares therein specified. Subject to such conditions and to these Articles the bearer of a share warrant shall be a member to the full extent. The bearer of a share warrant shall be subject to the conditions for the time being in force, whether made before or after the issue of such warrant.

INCREASE AND REDUCTION OF CAPITAL

48. The Company may from time to time, by a resolution of its shareholders passed at a general meeting, increase its capital by the creation of new shares of such amount as it thinks expedient.

49. The new shares may be issued upon such terms and conditions and with such rights and privileges annexed thereto as the Company in general meeting determines or, if no direction is given, as the Directors determine, and in particular (but without limiting the generality of the foregoing) such shares may be issued with a preferential or qualified right to dividends and to the assets of the Company upon distribution and with a special or without any right of voting.

50. The Company in general meeting may, before the issue of any new shares, determine that such shares or any of them, shall be offered in the first instance to all the then members or to the members of any class of shareholders in proportion to the amount of the capital held by them, or make any other provisions as to the issue and allotment of such shares. In default of any such determination or to the extent that it does not apply, the new shares may be dealt with as if they formed part of the shares in the original capital.

51. Except so far as otherwise provided by the conditions of issue or these Articles, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to payment of calls and instalments, transfer and transmission, forfeiture, lien and otherwise.

52. The Company may from time to time by special resolution reduce its share capital and any capital redemption reserve fund in any way and with and subject to any incident authorized and consent required by law.

ALTERATION OF CAPITAL

53. The Company may from time to time in general meeting consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.

54. The Company may from time to time in general meeting convert all or any of its paid-up shares into stock and re-convert that stock into paid-up shares of any denomination.

55. The Company may from time to time by special resolution subdivide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association so, however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived. The special resolution whereby any share is subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise, over, or as compared with, the others or other.

56. The Company may from time to time in general meeting exchange shares of one denomination for another.

57. The Company may from time to time in general meeting cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

58. The Company may from time to time by special resolution convert any part of its unissued share capital into preference shares redeemable or purchaseable by the Company in the manner provided in the Act.

59. The Company may from time to time by special resolution provide for the issue of shares without any nominal or par value provided that, upon any such issue, a declaration executed by the Secretary of the Company must be filed with the Registrar stating the number of shares issued and the amount received therefor.

60. The Company may from time to time by special resolution convert all or any of its previously authorized, unissued or issued, fully paid-up shares other than preferred shares, with nominal or par value into the same number of shares without any nominal or par value, and reduce, maintain or increase accordingly its liability

or any of its shares so converted; provided that the power to reduce its liability on any of its shares so converted may, where it results in a reduction of capital, also be exercised subject to confirmation by the courts as provided by the Act.

61. The Company may from time to time by special resolution convert all or any of its previously authorized, unissued or issued, fully paid-up shares without nominal or par value into the same or a different number of shares with a nominal or par value. For such purpose the shares issued without nominal or par value and replaced by shares with a nominal or par value shall be considered as fully paid, but their aggregate par value shall not exceed the value of the net assets of the Company as represented by the shares without par value before the conversion.

62. Subject to the provisions of the Act from time to time in force, the Company may redeem or purchase any preference shares which by their provisions may be redeemed or purchased by the Company. The Directors may, subject to such provisions, determine the manner and the terms for redeeming or purchasing such preference shares and may from time to time provide a sinking fund on such terms as they think fit for the redemption or purchase of preference shares of any class or series.

INTEREST ON SHARE CAPITAL

63. The Company may pay interest at a rate not exceeding six per centum (6%) per annum on share capital issued and paid up for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be operated profitably for a lenthy period of time. Such interest may be paid for such period and may be charged to capital as part of the cost of construction of the work or building or of the provision of the plant. The payment of the interest shall not operate to reduce the amount paid up on the shares in respect of which it is paid. The accounts of the Company shall show full particulars of the payment during the period to which the accounts relate.

CLASSES OF SHARES

64. Subject to the provisions of the Company's Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred or other special rights, or with such restrictions, whether in regard to dividends, voting, return of share capital or otherwise, as the Company may from time to time determine by special resolution.

MODIFICATION OF RIGHTS OF SHAREHOLDERS

65. If at any time the share capital of the Company is divided into different classes of shares in pursuance of the provisions of the next preceding Article or otherwise, all or any of the rights and privileges attached to any such class may be modified, altered, varied, affected, commuted, abrogated or otherwise dealt with by agreement between the Company and any person purporting to contract on behalf of that class, provided such agreement is ratified in writing by the holders of at least a two-thirds majority in number of the issued shares of the class or by a

resolution passed by the same majority, and all the provisions hereinafter contained as to general meetings, shall, mutatis mutandis, apply to every meeting of such class of shareholders convened for such purpose, save that the quorum for such a meeting shall be members holding or representing by proxy one-half in number of the issued shares of the class. This Article shall not be deemed by implication to curtail the power of modification which the Company would have if the Article were omitted.

SURRENDER OF SHARES

66. The Directors may accept the surrender of any share by way of compromise of any question as to the holder being properly registered in respect thereof. Any share so surrendered may be disposed of in the same manner as a forfeited share.

BORROWING POWERS

67. The Directors on behalf of the Company may from time to time in their discretion:

(a) Raise or borrow money for the purpose of the Company or any of them;

(b) Secure, subject to compliance with Section 88 of the Act, the repayment of moneys so raised or borrowed in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the execution and delivery of mortgages of the Company's real or personal property, or by the issue of bonds, debentures or debenture stock of the Company secured by mortgage or other charge upon all or any part of the property of the Company, both present and future, including its uncalled capital for the time being;

(c) Sign or endorse bills, notes, acceptances, cheques, contracts, and other evidence of or securities for money borrowed or to be borrowed for the purposes aforesaid;

(d) Pledge debentures as security for loans.

68. Bonds, debentures and other securities may be made assignable, free from any equities between the Company and the person to whom such securities were issued.

69. Any bonds, debentures and other securities may be issued at a discount, premium or otherwise and with special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and other matters.

MEETINGS

70. The first general meeting of the Company, hereinafter called "the Statutory Meeting", will, within five months of the date of registration of the Memorandum of Association of the Company, be held at such time and place as the Directors may determine. At such meeting any resolution may, if all the members

of the Company are present in person, be discussed and passed whether notice thereof has or has not been given in accordance with these Articles.

71. Ordinary general meetings shall be held at least once in every calendar year at such time and place as may be determined by the Directors and not later than fifteen months after the preceding ordinary general meeting. All other meetings of the Company shall be called special general meetings.

72. The Directors may whenever they think fit, convene a special general meeting and they shall, upon the requisition of members of the Company holding not less than one-tenth of the total voting rights of all the members having at the date of the deposit of the requisition a right to vote at general meetings of the Company and in respect of whose shares all calls or other sums then due have been paid, forthwith proceed to convene a special general meeting of the Company, to be held at such time and place as the Directors determine.

73. The requisition shall state the objects of the meeting requested, be signed by the members making it and deposited at the registered office of the Company. It may consist of several documents in like form each signed by one or more of the requisitionists.

74. If the Directors do not proceed to cause a meeting to be held within thirty days from the date that the requisition is so deposited, the requisitionists, or a majority of them in value, may themselves convene a meeting, provided it is held within ninety days after the date of the deposit of the requisition.

75. If at any such meeting a resolution requiring confirmation at another meeting is passed, the Directors shall forthwith convene a further special general meeting for the purpose of considering such resolution and, if thought fit, of confirming it as a special resolution; and if the Directors do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

76. Such meetings shall be convened as nearly as possible as meetings are to be convened by the Directors.

77. At least seven clear days' notice of every general meeting, specifying the place, day and hour of the meeting and, when special business is to be considered, the general nature of such business, shall be given to the members entitled to be present at such meeting by notice sent by post or otherwise. With the consent in writing of all the members entitled to vote at such meeting, a meeting may be convened by a shorter notice and in any manner they think fit, or if all the members are present at a meeting either in person or by proxy, notice of the time, place and purpose of the meeting may be waived.

78. When it is proposed to pass a special resolution, the two meetings may be convened by the same notice, and it shall be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

79. The accidental omission to give any such notice to any of the members or the failure of any shareholder to receive such notice shall not invalidate any resolution passed at any such meeting.

PROCEEDINGS AT GENERAL MEETINGS

80. The business of any ordinary general meeting other than the Statutory Meeting, shall be to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and Auditors, to elect Directors in the place of those retiring and to transact any other business which under these Articles ought to be transacted at an ordinary general meeting.

81. No business shall be transacted at any general meeting unless the quorum requisite is present at the commencement of the business. A corporation that is a member of the Company and has a duly authorized agent or representative present at any such meeting shall for the purpose of this Article be deemed to be personally present at such meeting.

82. Two members personally present and entitled to vote shall be a quorum for a general meeting for the choice of a chairman and the adjournment of the meeting. For all other purposes the quorum for a general meeting shall be two members personally present and entitled to vote and holding or representing by proxy not less than one-tenth in number of such issued shares of the Company as confer upon the holders thereof the right to vote at such meeting.

83. The Chairman of the Board shall be entitled to take the chair at every general meeting or, if there be no Chairman of the Board, or if he is not present within fifteen minutes after the time appointed for holding the meeting, the President or, failing him, a Vice-President shall be entitled to take the chair. If the Chairman, the President or a Vice-President is not present within fifteen minutes after the time appointed for holding the meeting, the members present entitled to vote at the meeting shall choose another Director as chairman and, if no Director is present or if all the Directors present decline to take the chair, then the members present entitled to vote shall choose one of their number to be chairman.

84. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if it was convened pursuant to a requisition under Articles 72-76, shall be dissolved; if it was convened in any other way, it shall stand adjourned to the same day, in the next week, at the same time and place. If at such adjourned meeting a quorum is not present, those members entitled to vote who are present shall be a quorum and may transact the business for which the meeting was called.

85. At any general meeting a resolution put to the meeting shall be decided by a show of hands unless, either before or on the declaration of the result of the show of hands, a poll is demanded by (i) the chairman or (ii) at least five members present and entitled to vote at the meeting or (iii) a member or members holding or representing by proxy at least one-tenth in number of the issued shares of the Company that confer upon their holders the right to vote at the meeting.

86. When a resolution is decided by a show of hand, a declaration by the chairman that a resolution has been carried, carried by a particular majority, lost or not carried by a particular majority and an entry to that effect in the Company's book of proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

87. When a poll is demanded, it shall be taken in such manner at such time and place as the chairman of the meeting directs, and either at once or after an interval or adjournment or otherwise. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. When any dispute occurs over the admission or rejection of a vote, it shall be resolved by the chairman and such determination made in good faith shall be final and conclusive.

88. When there is an equality of votes, either on a show of hands or on a poll, the chairman shall have a casting vote in addition to the vote or votes that he has as a member.

89. The chairman of a general meeting may, with the consent of a majority of the members present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting that was adjourned.

90. Any poll demanded on the election of a chairman of a meeting or any question of adjournment shall be taken at the meeting without adjournment.

91. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

92. Subject to the provisions applicable to any shares issued under conditions limiting or excluding the rights of the holders thereof to vote at general meetings, on a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every share held by him. Where a corporation that is a member is present by proxy or a representative duly authorized under the Act, such proxy or representative shall, whether or not he himself is a member, be entitled to vote for such corporation either on a show of hands or at a poll.

93. Any person entitled under Article 45 to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares so long as he, at least forty-eight hours before the time of holding the meeting or adjourned meeting at which he proposes to vote, satisfies the Directors of his right to transfer such shares.

94. Where there are joint registered holders of any share, any one of such persons may vote such share at any meeting, either personally or by proxy, as if he were solely entitled to it. If more than one of such joint holders is present at any meeting, personally or by proxy, the one whose name stands first on the register in respect of such share shall alone be entitled to vote it. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this Article be deemed joint holders thereof.

95. Votes may be cast either personally or by proxy or, in the case of a corporation, by a representative duly authorized under the Act.

96. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or, if such appointor is a corporation, under its common seal. No person shall be appointed a proxy who is not a member of the Company and qualified to vote, save that a corporation that is a member of the Company may appoint as its proxy a person who is not a member of the Company. Holders of share warrants shall not be entitled to vote by proxy in respect of the shares included in such warrants unless otherwise expressed in such warrants.

97. A member of unsound mind in respect of whom an order has been made by any court having jurisdiction in lunacy may vote by his guardian or other person in the nature of a guardian appointed by that court and any such guardian or other person may vote by proxy.

98. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office of the Company not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

99. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, the revocation of the proxy, or the transfer of the share in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer is received at the office of the Company before the meeting or by the chairman of the meeting before the vote is given.

100. Every instrument of proxy, whether for a specified meeting or otherwise, shall as nearly as circumstances will admit, be in the form following or in such other form as the Directors may from time to time determine:

EMPIRE COMPANY LIMITED

I, of in the County of

being a member of Empire Company Limited,

hereby appoint of (or failing

him of) as my proxy to vote for me

and on my behalf at the ordinary general (or special general as the case my be)

meeting of the Company, to be held on the day of

and at any adjournment thereof, or at any meeting of the

Company which may be held within months from the date

thereof.

As witness my hand this day of 19 .

WITNESS:

.....

Shareholder.

101. No member shall be entitled to be present or to vote on any question, either personally or by proxy or as proxy for another member, at any general meeting or upon a poll, or be reckoned in a quorum whilst any call or other sum is due and payable to the Company in respect of any of the shares of such member.

102. Any resolution passed by the Directors, notice of which has been given to the members in the manner in which notices are hereinafter directed to be given and which is, within one month after it has been passed, ratified and confirmed in writing by members entitled on a poll to three-fifths of the votes, shall be as valid and effectual as a resolution of a general meeting. This Article shall not apply to a resolution for winding up the Company or to a resolution dealing with any matter that by statute or these Articles ought to be dealt with by a special resolution.

DIRECTORS

103. Unless otherwise determined by general meeting, the number of Directors shall not be less than two or more than eleven.

104. Notwithstanding anything herein contained the subscribers to the Memorandum of Association of the Company shall be the first Directors of the Company.

105. The Directors shall have power at any time from time to time to appoint any other person as a Director so long as the total number of Directors does not at any time exceed the maximum number permitted. No such appointment shall be effective unless two-thirds of the Directors concur in it.

106. The qualification of a Director shall be the holding of at least one share in the Company of a class entitled to vote at general meetings of the Company. A Director may be appointed and act before acquiring a qualifying share, but, if he has not acquired it within three months of his appointment or election, he shall be deemed to have vacated the office of Director.

107. A Director may retire from office upon giving to the Company one month's notice in writing of his intention so to do. Such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

108. The Directors shall be paid out of the funds of the Company as remuneration for their service such sums, if any, as the Company in general meeting may determine and such remuneration shall be divided among them in such proportions and manners as the Directors determine. The Directors may also be paid their reasonable travelling, hotel and other expenses incurred in attending board meetings and the execution of their duties as Directors.

109. The continuing Directors may act notwithstanding any vacancy in their body, but if the number falls below the minimum permitted, the Directors shall not, except in emergencies or for the purpose of filling up vacancies, act so long as the number is below the minimum.

110. A Director may, in conjunction with the office of Director, and on such terms as to remuneration and otherwise as the Directors arrange or determine, hold any other office or place of profit under the Company or under any company in which this Company is a shareholder or is otherwise interested.

111. The office of a Director shall ipso facto be vacated:

(a) if he becomes bankrupt, makes an authorized assignment, suspends payment, or compounds with his creditors; or

(b) if he is found a lunatic or becomes of unsound mind; or

(c) if he ceases to hold the number of shares required to qualify him for office or does not acquire them within three months after his election or appointment; or

(d) if by notice in writing to the Company he resigns his office; or

(e) if he is removed by special resolution as provided by Article 116.

112. No Director shall be disqualified by his office from contracting with the Company, either as vendor, purchaser, or otherwise, nor shall any such contract, or any contract or arrangement entered into or proposed to be entered into by or on behalf of the Company in which any Director is in any way interested, either directly or indirectly, be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established. However, the existence and nature of his interest must be declared by him at a meeting of the Directors of the Company. In the case of a proposed contract such Director shall declare his interest at the meeting of Directors at which the question is first taken into consideration, or if he was not then interested, at the next meeting held after he became so interested, and when he becomes interested after it is made, he shall declare his interest at the first meeting held after he becomes so interested. A general notice given to the Directors by a Director that he is a member, shareholder or director of any specified firm or company and is to be regarded as interested in any transaction or contract with such firm or company shall be deemed to be a sufficient declaration under this Article and no further or other notice shall be required. No Director shall as a Director vote in respect of any contract or arrangement in which he is so interested, and if he does so vote, his vote shall not be counted. This prohibition may at any time or times be suspended or relaxed to any extent by a general meeting and shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security for advances or by way of indemnity.

ELECTION OF DIRECTORS

113. Subject to Article 114, at the dissolution of every annual ordinary general meeting all the Directors shall retire from office and be succeeded by the Directors elected at such meeting. Retiring Directors shall be eligible for re-election at such meeting.

114. If at any ordinary general meeting at which an election of Directors ought to take place no such election takes place, or if no ordinary general meeting is held in any year or period of years, the retiring Directors shall continue in office until their successors are elected and a general meeting for that purpose may on notice be held at any time.

115. The Company in general meeting may from time to time increase or reduce the number of Directors and may determine or alter their qualification.

116. The Company may, by special resolution, remove any Director before the expiration of the period of office and appoint another person in his stead. The person so appointed shall hold office during such time only as the Director in whose place he is appointed would have held office if he had not been removed.

117. Any casual vacancy occurring among the Directors may be filled by the Directors, but any person so chosen shall retain office only so long as the vacating Director would have retained it if he had continued as a Director.

MANAGING DIRECTOR

116. The Directors may from time to time appoint one or more of their body to be Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to the period for which he is or they are to hold such office, and may from time to time remove or dismiss him or them from office and appoint another or others in his or their place or places.

119. A Managing Director shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if for any reason he ceases to hold the office of Director, he shall ipso facto, immediately cease to be a Managing Director.

120. The remuneration of a Managing Director shall from time to time be fixed by the Directors and may be by way of salary, commission, participation in profits or any combination of these modes.

121. The Directors may from time to time entrust to and confer upon the Managing Director for the time being such powers exercisable under these Articles by the Directors as they think fit, and may confer such powers for such time, and to be exercised for such objects and purposes and upon such terms and conditions, and with such restrictions as they think expedient; and they may confer such powers either collaterally with, or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf; and may from time to time revoke, withdraw, alter or vary all or any of such powers.

PRESIDENT AND VICE-PRESIDENTS

122(a) The Directors shall elect the President of the Company (who need not be a Director) and may determine the period for which he is to hold office. The President shall have general supervision of the business of the Company and shall perform such duties as may be assigned to him from time to time by the Board.

(b) The Directors may also elect Vice-Presidents and determine the period for which they are to hold office. A Vice-President need not be a Director and any Vice-President shall, at the request of the President or the Board and subject to the directions of the Board, perform the duties of the President during the absence, illness or incapacity of the President.

CHAIRMAN OF THE BOARD

123. The Directors may also elect one of their number to be Chairman of the Board and may determine the period during which he is to hold office. He shall perform such duties and receive such special remuneration as the Board may from time to time provide.

PROCEEDINGS OF DIRECTORS

124. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit, and may determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum.

125. Meetings of Directors may be held either within or without the Province of Nova Scotia and the Directors may from time to time make arrangements relating to the time and place of holding Directors' meetings, the notices to be given for such meetings and what meetings may be held without notice. Unless otherwise provided by such arrangements:

(1) A meeting of Directors may be held at the close of every ordinary general meeting of the Company without notice.

(2) Notice of every other Directors' meeting may be delivered or mailed or telegraphed or telephoned to each Director before the meeting is to take place. Such notice shall be delivered or mailed or telegraphed or telephoned at least forty-eight hours before the time fixed for the meeting.

(3) A meeting of Directors may be held without formal notice if all the Directors are present or if those absent have signified their assent to such meeting or their consent to the business transacted at such meeting.

126. The President or any other Director may at any time, and the Secretary, upon the request of the President or any other Director, shall summon a meeting of the Directors to be held at the Registered Office of the Company. The President, the Chairman of the Board or a majority of the Board may at any time summon a meeting to be held elsewhere.

127. (1) Questions arising at any meeting of Directors shall be decided by a majority of votes and when there is an equality of votes the chairman of the meeting shall have a second or casting vote.

(2) At any meeting of Directors the chairman shall receive and count the vote of any Director not present in person at such meeting on any question or matter arising at such meeting whenever such absent Director has indicated by telegram, letter or other writing lodged with the chairman of such meeting the manner in which he desires to vote on such question or matter and such question or matter has been specifically mentioned in the notice calling the meeting as a question or matter to be discussed or decided thereat. In respect of any such question or matter so mentioned in such notice any Director may give to any other Director a proxy authorizing such other Director to vote for such first named Director at such meeting, and the chairman of such meeting, after such proxy has been lodged with him, shall receive and count any vote given in pursuance thereof notwithstanding the absence of the Director giving such proxy.

128. If no Chairman of the Board is elected, or if at any meeting of Directors he is not present within five minutes after the time appointed for holding the meeting, the President, if a Director, shall preside. If the President, being a Director, is not present at such time, a Vice-President who is also a Director shall preside. If neither the President nor a Vice-President who is also a Director is present at such time, the Directors present shall choose some one of their number to be chairman of the meeting.

129. A meeting of the Directors 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 Directors generally.

130. The Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors.

131. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions contained in these Articles for regulating the meetings and proceedings of the Directors insofar as they are applicable and are not superseded by any regulations made by the Directors.

132. All acts done at any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of the Directors or persons so acting, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

133. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

134. If any one or more of the Directors is called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise for any of the purposes of the Company or the business thereof, the Company may remunerate the Director or Directors so doing, either by a fixed sum or by a percentage of profits or otherwise. Such remuneration shall be determined by the Directors and may be either in addition to or in substitution for his share in the remuneration provided under Article 108.

REGISTERS

135. The Directors shall cause to be kept at the Company's head office in accordance with the provisions of the Act a register of the members of the Company, a register of the bond and debenture holders of Company and a register of its Directors. Branch registers of the members and the bond and debenture holders may be kept elsewhere, either within or without Nova Scotia, in accordance with the Act.

MINUTES

136. The Directors shall cause minutes to be entered in books designated for the purpose:

(1) of all appointments of officers;

(2) of the names of the Directors present at each meeting of Directors and of any committees of Directors;

(3) of all orders made by the Directors and committees of Directors;

(4) of all resolutions and proceedings of meetings of the Shareholders and of the Directors.

Any such minutes of any meeting of the Directors or of any committee of the Directors or of the Company, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

POWERS OF DIRECTORS

137. The management of the business of the Company shall be vested in the Directors who, in addition to the powers and authorities by these Articles or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are not hereby or by statute expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of the statutes in that behalf and of these Articles and to any regulations from time to time made by the Company in general meeting; provided that no regulation so made shall invalidate any prior act of the Directors that would have been valid if such regulation had not been made.

138. Without restricting the generality of the terms of the last preceding Article and without prejudice to the powers conferred thereby, and the other powers conferred by these Articles, the Directors shall have power:

(1) To take such steps as they think fit to carry out any agreement or contract made by or on behalf of the Company;

(2) To pay the costs, charges and expenses preliminary and incidental to the promotion, formation, establishment, and registration of the Company;

(3) To purchase or otherwise acquire for the Company any property, rights or privileges that the Company is authorized to acquire, and at such price and generally on such terms and conditions as they think fit;

(4) At their discretion to pay for any property, rights, or privileges acquired by, or services rendered to the Company either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company, and any such shares may be issued either as fully paid up, or with such amount credited as paid up thereon as may be agreed upon;

(5) Subject to Section 88(2) of the Act, to secure the fulfilment of any contracts or engagements entered into by the Company by mortgaging or charging all or any of the property of the Company and its unpaid capital for the time being, or in such other manner as they think fit;

(6) To appoint, remove or suspend at their discretion such experts, managers, secretaries, treasurers, officers, clerks, agents and servants for permanent, temporary or special services, as they from time to time think fit, and to determine their powers and duties, and fix their salaries or emoluments and to require security in such instances and to such amounts as they think fit;

(7) To accept from any member insofar as the law permits and on such terms and conditions as may be agreed upon a surrender of his shares or any part thereof;

(8) To appoint any person or persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of any such trustee or trustees;

(9) To institute, conduct, defend, compound or abandon any legal proceedings by and against the Company or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company;

(10) To refer any claims or demands by or against the Company to arbitration and observe and perform the awards;

(11) To make and give receipts, releases and other discharges for money payable to the Company and for claims and demands of the Company;

(12) To determine who shall be entitled to exercise the borrowing powers of the Company and sign on the Company's behalf bonds, debentures or other securities, bills, notes, receipts, acceptances, assignments, transfers, hypothecations, pledges, endorsements, cheques, drafts, releases, contracts, agreements and all other instruments and documents;

(13) To provide from time to time for the management of the affairs of the Company abroad in such manner as they think fit, and in particular to appoint any persons to be the attorneys or agents of the Company with such powers (including power to sub-delegate) and upon such terms as may be thought fit;

(14) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof in such securities and in such manner as they think fit; and from time to time to vary or realize such investments;

(15) Subject to Section 88(2) of the Act, to execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property, present and future, as they think fit, and any such mortgages may contain a power of sale and such other powers, covenants and provisions as are agreed on;

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profits of the Company, and such commission or share of profits shall be treated as part of the working expenses of the Company;

(17) To set aside out of the profits of the Company before declaring any dividend such sums as they think proper as a reserve fund to meet contingencies or provide for dividends, depreciation, repairing, improving and maintaining any of the property of the Company and such other purposes as the Directors may in their absolute discretion think conducive to the interests of the Company; and to invest the several sums set aside in such investments, other than shares of the Company, as they may think fit, and from time to time to deal with and vary such investments, and to dispose of all or any part of them for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company without being bound to keep them separate from the other assets;

(18) From time to time to make, vary and repeal rules for the regulation of the business of the Company, its officers and servants, the members of the Company or any section or class of them;

(19) To enter into all such negotiations and contracts, rescind and vary all such contracts, and execute and do all such acts, deeds, and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purposes of the Company;

(20) From time to time to provide for the management of the affairs of the Company in such manner as they shall think fit.

SOLICITORS

139. The Company may employ or retain a solicitor or solicitors and such solicitor may, at the request of the Board of Directors or on instructions of the Chairman of the Board, the President or the Managing Director, attend meetings of the Directors or Shareholders, whether or not he himself is a member or a Director of the Company. If such solicitor is also a Director, he may nevertheless charge for services rendered to the Company as a solicitor.

SECRETARY AND TREASURER

140. The Directors shall appoint a Secretary of the Company to keep the minutes of the shareholders' and Directors' meetings and perform such other duties as may be assigned to him by the Board. The Directors may also appoint a temporary substitute for the Secretary who shall, for the purposes of these Articles, be deemed to be the Secretary.

141. The Directors may appoint a Treasurer of the Company to carry out such duties as the Board may assign. If the Directors think it advisable, the same person may hold the offices of both Secretary and Treasurer.

THE SEAL

142. The Directors shall arrange for the safe custody of the Common Seal of the Company. The Common Seal shall not be affixed to any instrument unless authorized by a resolution of the Board of Directors or of a committee thereof and then only in the presence and contemporaneously with the attesting signature of the Secretary or other officer or person appointed by the Board for the purpose. Notwithstanding the foregoing, for the purpose of certifying documents or proceedings, the Common Seal may be affixed by the President, or Vice-President, the Secretary or any Director of the Company without the authorization of a resolution of the Board.

143. The Company may have for use at any place outside Nova Scotia to which the corporate existence and capacity of the Company extends an official seal that is a facsimile of the Common Seal of the Company with the addition on its face of the name of the place where it is to be used; and the Company may by writing under the seal of its Common Seal authorize any person to affix such official seal to any document at such place to which the Company is a party.

DIVIDENDS

144. Subject to the provisions of these Articles and the rights of those persons, if any, entitled to shares with special rights to dividends, the profits of the Company may be divided among the members in proportion to the amount of capital paid up on the shares held by them respectively. Where capital is paid up in advance of calls upon the footing that it will carry interest, such capital shall not whilst carrying interest confer a right to participate in profits.

145. The Directors may from time to time declare such dividend as they deem proper upon the shares of the Company according to the rights of the members and the respective classes thereof, and may determine the date upon which such dividend will be payable and that it will be payable to the persons registered as the holders of the shares on which it is declared at the close of business upon a specified date. No transfer of such shares made or registered after the date so specified shall pass any right to the dividend so declared.

146. No dividends shall be payable except out of the profits of the Company and no interest shall be payable on any dividend.

147. The declaration of the Directors as to the amount of the net profits of the Company shall be conclusive.

148. The Directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

149. The Directors may deduct from the dividends payable to any member all such sums of money as may be due and payable by him to the Company on account of calls, instalments or otherwise, and may apply the same in or towards satisfaction of such sums of money so due and payable.

150. The Directors may retain any dividends on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

151. The Directors may retain the dividends payable upon shares in respect of which any person is under Article 45 entitled to become a member, or which any person under that clause is entitled to transfer, until such person has become a member in respect of or has duly transferred such shares.

152. Any meeting declaring a dividend may make a call on the members for such amount as the meeting fixes so long as the call on each member does not exceed the dividend payable to him The call shall be made payable at the same time as the dividend and the dividend may, if so arranged between the Company and the member, be set off against the call. The making of a call under this Article shall be deemed to be and be business of a meeting which declares such a dividend.

153. Any meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, paid up shares, debentures, bonds or debenture stock of the Company or paid up shares, debentures, bonds, or debenture stock of any other Company, or in any one or more of such ways.

154. Any meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividends or representing premiums received on the issue of shares and standing to the credit of share premium account, be capitalized and distributed to the shareholders who would be entitled to receive them if distributed by way of dividend and in the same proportions, that all or any part of such capitalized fund be applied on behalf of such shareholders in paying up in full, either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of the Company (which shall be distributed accordingly) or in or towards payment of the uncalled liability on any issued shares or debentures or debenture stock, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.

155. For the purpose of giving effect to any resolution under the two last preceding Articles, the Directors may settle any difficulty that may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, may fix the value for distribution of any specific assets, may determine that cash payments will be made to any members upon the footing of the value so fixed or that fractions of less value than $5.00 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon

such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

156. A transfer of shares shall not pass the right to any dividend declared thereon after such transfer and before the registration of the transfer.

157. Anyone of several persons registered as the joint holder of any share may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

158. Unless otherwise determined by the Directors, any dividend may be paid by a cheque or warrant delivered to or sent through the post to the registered address of the member entitled, or, when there are joint holders, to the registered address of that one whose name stands first on the register for the shares jointly held. Every cheque or warrant so delivered or sent shall be made payable to the order of the person to whom it is delivered or sent.

159. Notice of the declaration of any dividend, whether interim or otherwise, shall be given to the holders of registered shares in the manner hereinafter provided.

160. All dividends unclaimed one year after having been declared may, until claimed, be invested or otherwise made use of by the Directors for the benefit of the Company.

ACCOUNTS

161. The Directors shall cause proper books of account to be kept of the sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place, and of all sales and purchases of goods by the Company, and of the assets, credits and liabilities of the Company.

162. The books of account shall be kept at the head office of the Company or at such other place or places as the Directors may direct.

163. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to inspection of the members, and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorized by the Directors or a resolution of the Company in general meeting.

164. At the ordinary general meeting in every year the Directors shall lay before the Company a profit and loss account covering the period commencing from the date at which the last preceding account was made up to the date fixed by the Company as the end of its fiscal year; and in any event the accounts shall be made up to a date not earlier than three months before the date fixed for the meeting at which the accounts are to be presented.

165. The Directors shall cause to be made up in every calendar year, and to be laid before the Company in general meeting a balance sheet as at the date to which the profit and loss account is made up. Every such balance sheet shall con-

tain a summary of the authorized share capital and of the issued share capital of the Company, its liabilities and its assets, together with such particulars as are necessary to disclose the general nature of the liabilities and assets of the Company and to distinguish between the amounts respectively of the fixed assets, the investments and the current or floating assets, and shall state how the values of the fixed assets have been arrived at. There shall also be stated under separate headings in the balance sheet to the extent that they are not written off (a) the preliminary expense of the company, (b) the expenses, if any, incurred in issue of share capital or debentures and (c) if it is shown as a separate item in or is otherwise ascertainable from the books or other documents or records of the Company or from copies thereof in the custody of the Company, the amount of the goodwill and of any patents or trademarks, copyrights, leases, contracts or licenses. Where any liability of the Company is secured otherwise than by operation of law on any asset of the Company, the balance sheet shall state such liability separately from other liabilities and shall include a statement that the liability is so secured, but it shall not be necessary to specify in the balance sheet the asset or assets on which the liability is secured.

166. Every such balance sheet shall be accompanied by a report of the Directors as to the state and condition of the Company's affairs and as to the amount, if any, which they recommend to be paid out of the profits by way of dividend (or bonus) to the Shareholders and the amount, if any, which they propose to carry to the reserve fund, general reserve, or reserve account shown specifically on the balance sheet or on a subsequent balance sheet. The balance sheet shall be approved by the Board and shall be signed on behalf of the Board and at the Board's direction by two Directors of the Company.

167. The Directors shall send copies of the profit and loss account and balance sheet together with copies of the auditor's report and the report of the Directors to all persons entitled to receive notices of general meetings of the Company at least seven days before the date of the general meeting at which the reports are to be presented.

168. The costs (if any) to the Company of the formation of the Company, the completion of the title to any property and rights acquired by it, the purchase of any business or contract, the establishing of any new branch of business, the acquisition by purchase of any property of a wasting nature or any extraordinary expenditure may be spread over a series of years or otherwise treated as the Board may determine, due provision in their opinion being always made for writing down such cost, and the amount of such cost for the time being outstanding may, for the purpose of calculating the profits of the Company for dividends, be reckoned as an asset.

AUDITORS AND AUDIT

169. The Company shall at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting.

170. The first auditors of the Company may be appointed by the Directors at any time before the first annual general meeting and the auditors so appointed shall hold office until such meeting unless previously removed by a resolution of the shareholders in general meeting, in which event the shareholders at such meeting may appoint auditors.

171. The Directors may fill any casual vacancy in the office of auditor but while any such vacancy continues the surviving or continuing auditor or auditors, if any, may act.

172. None of the following persons shall be eligible for appointment as auditor of the Company:

(a) Directors and officers of the Company;

(b) Partners or employees of an officer of the Company;

(c) A body corporate.

A member of the Company, other than the persons listed as ineligible, may be an auditor.

173. The remuneration of the auditors shall be fixed by the Company in general meeting, or by the Directors pursuant to authorization given by the shareholders at the annual ordinary general meeting except that the remuneration of an auditor appointed to fill a casual vacancy may be fixed by the Directors.

174. Once at least in every year the accounts of the Company shall be examined and the correctness of the profit and loss account and balance sheet ascertained by the auditors.

175. The auditors shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the Directors and officers of the Company such information and explanations as they may deem necessary for the performance of their duties as auditors. The auditors shall be entitled to attend any general meeting of the Company at which any accounts which have been examined or reported on by them are to be laid before the Company and to make any statement or explanation they desire with respect to the accounts.

176. The auditors shall make a report to the shareholders on the accounts examined by them and on every balance sheet laid before the Company in general meeting during their term of office. The report shall state:

(a) whether or not they have obtained all the information and explanations they have required and

(b) whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the Company's affairs according to the best of their information, the explanations given to them and the books of the Company.

The auditor's report shall be attached to the balance sheet, shall be read before the Company in general meeting and shall be open to inspection by any shareholder.

177. If any accounts of the Company fail to disclose the amount of any loan made during the period to which the accounts relate, either by or on the guarantee or security of the Company, including loans which have been repaid during such period and loans made before such period and outstanding at the expiration thereof or if any such account fails to disclose the total amount paid by the Company to the

Directors as remuneration for their services other than the salaries of salaried Directors, then it shall be the duty of the auditors to include in their report, so far as they are able to do so, a statement giving particulars of all such payments and transactions.

178. Every account of the Directors, when audited and approved by a general meeting, shall be conclusive unless an error is discovered within three months after such approval. Whenever any such error is discovered within that period, the account shall forthwith be corrected and thenceforth be conclusive.

179. If one auditor only is appointed, all the provisions herein contained relating to auditors shall apply to him.

NOTICES

180. A notice may be served by the Company upon members personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his registered place of address.

181. Members who have no registered place of address shall not be entitled to receive any notice.

182. The holder of a share warrant shall not, unless otherwise expressed therein, be entitled in respect thereof to notice of any general meeting of the Company.

183. Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these Articles, shall be sufficiently given if given by advertisement.

184. Any notice given by advertisement shall be advertised twice in a paper published in the place where the head office of the Company is situated, or if no paper is published there, then in any newspapers published in the City of Halifax, Nova Scotia.

185. All notices shall, with respect to any registered shares to which persons are jointly entitled, be given to whichever of such persons is named first in the register for such shares, and notice so given shall be sufficient notice to all the holders of such shares.

186. Any notice sent by post shall be deemed to be served on the day following that upon which the letter, envelope or wrapper containing it is posted, and in proving such service it shall be sufficient to prove that the letter, envelope or wrapper containing the notice was properly addressed and put into the post office with the postage prepaid thereon. A certificate in writing signed by any manager, secretary or other official of the Company that the letter, envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof. The foregoing provisions of this clause shall not apply to a notice of a meeting of the Directors.

187. Every person who by operation of law, transfer or other means whatsoever becomes entitled to any share shall be bound by every notice in respect of such

share that prior to his name and address being entered on the register was duly served in the manner hereinbefore provided upon the person from whom he derived his title to such share.

188. Any notice or document so advertised or sent by post to or left at the registered address of any member in pursuance of the Articles, shall, notwithstanding that such member is then deceased and that the Company has notice of his decease, be deemed to have been served in respect of any registered shares, whether held by such deceased member solely or jointly with other persons, until some other person is registered in his stead as the holder or joint holder thereof, and such service shall for all purposes of these Articles be deemed a sufficient service of such notice or document on his heirs, executors or administrators and all persons, if any, jointly interested with him in any such share.

189. The signature to any notice given by the Company may be written or printed.

190. When a given number of days' notice or notice extending over any other period is required to be given, the day of service and the day upon which such notice expires shall not, unless it is otherwise provided, be counted in such number of days or other period.

INDEMNITY

191. Every Director, Manager, Secretary, Treasurer and other officer or servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Directors out of the funds of the Company to pay, all costs, losses and expenses that any such Director, Manager, Secretary, Treasurer or other officer or servant may incur or become liable to pay by reason of any contract entered into, or act or thing done by him as such officer or servant or in any way in the discharge of his duties including travelling expenses; and the amount for which such indemnity is proved shall immediately attach as a lien on the property of the Company and have priority as against the members over all other claims.

192. No Director or other officer of the Company shall, in the absence of any dishonesty on his part, be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or through the insufficiency or deficiency of any security in or upon which any of the moneys of the Company are invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects are deposited, or for any loss occasioned by error of judgment or oversight on his part, or for any other loss, damage or misfortune whatsoever which happens in the execution of the duties of his office or in relation thereto.

REMINDERS

193. The Directors shall comply with the following provisions of the Acts—

(1) Keep a register of members. (Sect. 38.)

(2) Keep a register of the holders of debentures. (Sect. 97.)

(3) Send notice to the Registrar of any consolidation, division, conversion or reconversion of the share capital or stock of the Company. (Sect. 48.)

(4) Send notice to the Registrar of any increase of capital. Sect. 50.)

(5) Call a general meeting every year within the proper time. (Sect. 71.) Meetings must be held not later than 15 months after the preceding general meeting.

(6) Send to the Registrar typed or printed copies of all special resolutions. (Sect. 76.)

(7) Keep a register of Directors and Managers, send to the Registrar a copy thereof and notify him of all changes therein. (Section. 84.)

(8) When shares are issued for a consideration other than cash, file a copy of the contract with the Registrar on or before the date on which the shares are issued. (Sect. 95.)

(9) Send to the Registrar notice of the address of the Company's registered office and of all changes in such address. (Sect. 66.)

(10) Hold the Statutory Meeting within four months of incorporation. (Sect. 70.)

(11) Send a copy of the Statutory report to the Registrar before the Statutory Meeting.

(12) Keep proper minutes of all general meetings and Directors' meetings in books reserved for the purpose and kept at the Company's registered office. (Sects. 77 and 78.)

(13) Never carry on business with less than three shareholders lest the advantage of limited liability be lost. (Sect. 115.)

(14) Obtain a certificate under the Domestic, Dominion and Foreign Corporations Act as soon as business is commenced.

(15) Send notice of recognized agent to Registrar in compliance with provisions of Domestic, Dominion and Foreign Corporations Act.

(16) See that the register of shareholders always kept up to date.

(17) See that the register of Directors always kept up to date.

(18) Send notice to the Registrar of any redemption or purchase of preference shares. (Sect. 46.)

Names, Addresses and Descriptions of Subscribers

Henry Burton Rhude 520 Bank of Canada Building, Halifax, Nova Scotia. Barrister-at-law.

Maurice Kendall 520 Bank of Canada Building, Halifax, Nova Scotia, Barrister.

Caroline Weaver, 520 Bank of Canada Building, Halifax, Nova Scotia, Secretary

Dated at Halifax, N.S. the 15th day of February 1963.

Witness to the above signatures:

K.A. MacDougall

No. 173 Street Wellington

Halifax, Nova Scotia

EMPIRE COMPANY LIMITED

Minutes of an Extra-Ordinary or Special General Meeting of the Shareholders of Empire Company Limited held at the Head Office of the Company in Stellarton, Nova Scotia on the 7th day of March, 1973 at the hour of 10 a.m.

The President acted as Chairman of the Meeting and the Secretary acted as Secretary thereof.

The Secretary advised the meeting at all of the Shareholders of the Company were present either in person or by Proxy. The Chairman thereupon declared that the meeting was duly constituted.

UPON MOTION, it was resolved as a Special Resolution of the Company, all of the Shareholders being present in person or by proxy and voting unanimously in favor thereof, as follows:

BE IT RESOLVED that the Members of the Company in General Meeting assembled hereby sanction the exercise by the Company of all and every power to borrow money and to secure repayment thereof conferred upon it by the Companies Act, being Chapter 42 of the Revised Statutes of Nova Scotia, 1967. Without limiting the generality of the foregoing provision,

BE IT FURTHER RESOLVED that the Company may from time to time:

(a) Borrow money from Bank of Montreal upon the credit of the Company;

(b) Limit or increase the amount to be borrowed;

(c) Hypothecate, mortgage, pledge, charge or assign the real and personal property, rights and powers of the Company or any of them, by way of collateral or additional security for the repayment of any moneys borrowed for the purposes of the Company, or for the payment of any other indebtedness of the Company to the Bank;

(d) Give promises and agreements to give security to secure any moneys borrowed for the purposes of the Company;

(e) Give additional security at any time for any money borrowed or remaining due by the Company;

(f) Execute hypothecations, mortgages, pledges, charges and assignments of the real and personal property, rights and powers of the Company or any of them, to secure the repayment of any moneys raised or borrowed for the purposes of the Company in accordance with the power conferred by this Resolution, or to secure the payment of any other indebtedness of the Company to the Bank;

AND BE IT RESOLVED that the Directors of the Company may exercise all such powers and do all such acts and things as may be exercised or done by the Company in virtue of the foregoing Resolutions, and without limiting the generality of the foregoing provision in this Resolution,

BE IT FURTHER RESOLVED that the Directors may from time to time:

(a) Borrow money from Bank of Montreal upon the credit of the Company;

(b) Limit or increase the amount to be borrowed;

(c) Hypothecate, mortgage, pledge, charge or assign the real and personal property, rights and powers of the Company or any of them, by way of collateral or additional security for the repayment of any moneys borrowed for the purposes of the Company, or for the payment of any other indebtedness of the Company to the Bank;

(d) Give promises and agreements to give the real and personal property, rights and powers of the Company or any of them, as security to secure any moneys borrowed for the purposes of the Company;

(e) Give as additional security for any money borrowed or remaining due by the Company, the real and personal property, rights and powers of the Company or any of them;

(f) Execute hypothecations, mortgages, pledges, charges and assignments of the real and personal property, rights and powers of the Company, or any of them, to secure the repayment of any moneys raised or borrowed in accordance with the power conferred by this Resolution, or to secure the payment of any other indebtedness of the Company to the Bank;

AND THAT the powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Company possessed by the Directors.

AND THAT the borrowing of money from time to time heretofore made under the authority of the Directors from Bank of Montreal, and the giving of securities therefor under Section 88 of the Bank Act, or otherwise or in any manner whatsoever be and they are hereby ratified and confirmed.

AND THAT this Resolution shall continue in force until a resolution repealing the same shall have been sanctioned by the Members and a copy thereof duly certified under the Seal of the Company, delivered to the said Bank and receipt thereof acknowledged by it, and meantime all the powers and authorities hereby conferred shall continue in force.

There being no further business, UPON MOTION the meeting adjourned.

APPROVED:

Chairman

DPC

Secretary

JWG

EMPIRE COMPANY LIMITED

Special Resolution

BE IT RESOLVED as a Special Resolution of the Company:

1. THAT the members of the Company in general meeting assembled hereby sanction the exercise by the Company of all and every power to borrow money and to secure repayment thereof conferred upon it by the Companies Act of Nova Scotia and that the Directors of the Company be and they are hereby authorized and empowered to exercise at any time and from time to time any and all such powers in the name of and on behalf of the Company.

2. THAT without limiting the generality of the foregoing, the Directors may:

(a) mortgage and charge all or any part of the real or personal property of the Company to any person, firm or corporation to secure the repayment of money borrowed by the Company and for this purpose to settle the form of mortgage, the date and amounts of capital repayments, the rate or amounts of interest and all and every provision thereof; and

(b) mortgage and charge all or any part of the real or personal property of the Company to any person, firm or corporation to secure any liability or obligation of the Company (including any liability or obligation arising under guarantee) and for this purpose to settle the form of mortgage and all and every provision thereof; and

(c) create and issue debentures of the Company, limited or unlimited, in aggregare principal amount, to bear such date or dates, to mature on such date or dates, to bear such rate or rates of income or interest, to be in such denominations and to be issued in such amounts, at such times and from time to time and either in series or otherwise as the Directors may from time to time determine; and

(d) secure all or some of such debentures by a specific mortgage, pledge or charge and/or floating charge in favour of a trust company, as trustee for the holders of such debentrues, upon the whole or such part of the undertaking, property and assets, present and future,

of the Company as may be determined by the Directors from time to time; and

(e) fix and determine the form and contents of Mortgages or Deeds of Trust and Mortgage or Trust Indentures and any deed or deeds supplementary or ancillary thereto and/or secured thereby; and in particular, the principal amount of debentures to be issued, the place or places, time or times at, and the currency or currencies, in which the principal and interest of and on such debentures shall be payable, the premium (if any) payable upon redemption of any debentures redeemed or paid off before maturity, the amount of Sinking Fund (if any) to be paid and the appropriation thereof and all matters and things relating to the execution and delivery of any Mortgages or Deeds of Trust and Mortgage or Trust Indentures and any deed or deeds supplementary or ancillary thereto;

3. THAT the Directors be and they are hereby authorized and empowered to sell, exchange, pledge, hypothecate or otherwise dispose of or deal in or with all or any debentures issued by the Company on such terms or conditions and at such price or prices whether at a discount, or at the principal amount thereof or at a premium as they may think fit.

4. THAT the term "debentures" as used herein means bonds, debentures, debenture stock, income bonds or income debentures or other like liabilities of the Company, whether constituting a charge on property of the Company or not.

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I, JAMES GOGAN, the Secretary of EMPIRE COMPANY LIMITED, hereby certify that the attached and foregoing Resolution is a true copy of a Special Resolution passed at a meeting of the shareholders of the Company duly called and held at Stellarton, Nova Scotia, on the 10th day of December, 1973, all of the shareholders of the Company being present in person or by proxy and voting unanimously in favour thereof in accordance with the provisions of subsection 2 of Section 75 of the Companies Act of Nova Scotia, notice of the intention to propose such a resolution as a Special Resolution having been given in the notice calling the meeting.

Witness my hand and the seal of the Company at Halifax, Nova Scotia, this 10th day of December, 1973.

JAMES GOGAN, Secretary of
Empire Company Limited

EMPIRE COMPANY LIMITED

RESOLUTION NO. 3

BE IT RESOLVED as a Special Resolution of the Company as follows:

1) That Articles 12A and 12B of the Company's Articles of Association be and they are hereby rescinded and that such recission have retroactive effect from February 1, 1973;

2) That the following Articles be added to the Articles of Association of the Company immediately following article 12 thereof:

12A (1) For the purposes of Article 12A, 12B and 12C hereof, "common shareholder" means a holder of Class "B" common shares in the capital stock of the Company.

(2) No common shareholder shall be entitled to sell all or any of his shares in the capital stock of the Company except for a price in money and in the manner herein prescribed.

(3) If any common shareholder (hereinafter called the "Offeree") receives a bona fide offer (hereinafter called the "Prime Offer") to purchase all or any of his common shares in the capital stock of the Company (hereinafter called the "Subject Shares") which Prime Offer the Offeree is prepared to accept, the Offeree shall supply a copy of the Prime Offer to the Secretary who will give notice to each of the other common shareholders of the Company (hereinafter called the "Other Shareholders") and advise the Other Shareholders whether the Prime Offer is acceptable to the Offeree.

(4) Each of the Other Shareholders shall have 30 days following receipt of such copy of the Prime Offer and advice to make an offer (hereinafter called the "Secondary Offer") to the Offeree for the Subject Shares at the same price an upon the same terms and conditions contained in the Prime Offer.

(5) If one or more of the Other Shareholders makes a Secondary Offer as aforesaid, then each of them shall be entitled to purchase from the Offeree in accordance with the provisions of the Secondary Offer a proportionate number of the Subject Shares. Such proportionate number shall be that portion of the Subject Shares that the number of common shares registered in the name of each of the Other Shareholders making the Secondary Offer respectively bears to the total number of all common shares registered in the names of all of the Other Shareholders making the Secondary Offer.

(6) If none of the Other Shareholders makes a Secondary Offer in writing as aforesaid, the Offeree shall be entitled to accept the Prime Offer and to dispose of the Subject Shares in accordance with the provisions of the Prime Offer.

12B Notwithstanding the provisions of Article 12A any common shareholder may transfer all or any of his common shares in the capital stock of the Company to any child of his whether by way of sale or by way of gift and may by his will bequeath any of his common shares in the capital stock of the Company to any person or persons whomsoever, in each case without complying with the provisions of Article 12A.

12C The provisions of Articles 12A and 12B shall be endorsed on each common share certificate issued by the Company.

SCHEDULE "B"

REVISED ARTICLE 12A

12A (1) For the purposes of Article 12A, 12B and 12C hereof, "common shareholder" means a holder of Class "B" common shares in the capital stock of the Company and "common shares" means Class "B" common shares.

(2) No common shareholder shall be entitled to sell all or any of his common shares in the capital stock of the Company except for a price in money and in the manner herein prescribed.

(3) If any common shareholder (hereinafter called the "Offeree") receives a bona fide offer (hereinafter called the "Prime Offer") to purchase all or any of his common shares in the capital stock of the Company (hereinafter called the "Subject Shares") which Prime Offer the Offeree is prepared to accept, the Offeree shall supply a copy of the Prime Offer to the Secretary who will give notice to each of the other common shareholders of the Company (hereinafter called the "Other Shareholders") and advise the Other Shareholders whether the Prime Offer is acceptable to the Offeree.

(4) Each of the Other Shareholders shall have 30 days following receipt of such copy of the Prime Offer and advice to make an offer (hereinafter called the "Secondary Offer") to the Offeree for the Subject Shares at the same price and upon the same terms and conditions contained in the Prime Offer.

(5) If one or more of the Other Shareholders makes a Secondary Offer as aforesaid, then each of them shall be entitled to purchase from the Offeree in accordance with the provisions of the Secondary Offer a proportionate number of the Subject Shares. Such proportionate number shall be that portion of the Subject Shares that the number of common shares registered in the name of each of the Other Shareholders making the Secondary Offer respectively bears to the total number of all common shares registered in the names of all of the Other Shareholders making the Secondary Offer.

(6) If none of the Other Shareholders makes a Secondary Offer in writing as aforesaid, the Offeree shall be entitled to accept the Prime Offer and to dispose of the Subject Shares in accordance with the provisions of the Prime Offer.

NOTE: The revisions are underlined.

96.65

EMPIRE COMPANY LIMITED

I, James W. Gogan, Secretary of the above Company, HEREBY CERTIFY that the attached Resolution is a true copy of a Special Resolution, duly passed by not less than three-fourths of the Class "B" Common Shareholders entitled to vote as were present in person or by proxy at a Special General Meeting of the Class "B" Common Shareholders of the Company, duly called and held at 115 King Street, Stellarton, Nova Scotia, on the 7th day of November, 1983 and that the attached resolution was subsequently confirmed by a majority of the Class "B" Common Shareholders as were present in person or by proxy at a Special General Meeting of the Class "B" Common Shareholders of the Company, duly called and held at 115 King Street, Stellarton, Nova Scotia, on the 22nd day of November, 1983, all of which was done in accordance with the provisions of Sub-section (1) of Section 75 of the Companies Act of Nova Scotia and that the attached Resolution is a Special Resolution of the Company duly passed in accordance with the Companies Act of Nova Scotia.

WITNESS my hand and the seal of the Company at Halifax, Nova Scotia this 22nd day of November, 1983.

James W. Gogan, Secretary

REG'D. & FILED Dec 29, 83

SPECIAL RESOLUTION

Whereas the authorized capital of Empire Company Limited (the "Company") consists of 313, 305 Cumulative Redeemable Preferred Shares (the "Senior Preferred Shares") of the par value of $25 each all of which are issued and outstanding; 2,000,000 preferred shares (the "Preferred Shares") of the par value of $25 each none of which are issued and outstanding; 242,902 $0.10 Non-Cumulative Non-Voting Redeemable Third Preferred Shares (the "Third Preferred Shares") of the par value of $25 each of which 231,598 are issued and outstanding; 6,250,000 Non-Voting Class A Shares of which 935,678 are issued and outstanding and 3,400,000 Class B Common Shares of which 3,072,452 are issued and outstanding;

And whereas it is considered advisable to subdivide the Non-Voting Class A Shares and the Class B Common Shares, issued and unissued, and to increase the authorized capital of the Company by the creation of additional Non-Voting Class A Shares and Class B Common Shares, all as hereinafter provided;

Now therefore be it resolved as a Special Resolution of the Company that:

1. Each of the Non-Voting Class A Shares without nominal or par value in the capital of the Company, issued and unissued, be subdivided into one and one-half (1 1/2) Non-Voting Class A Shares without nominal or par value, such subdivision to take effect at the close of business on the 6th day of December, 1983;

2. Each of the Class B Common Shares without nominal or par value in the capital of the Company, issued and unissued, be subdivided into one and one-half (1 1/2) Class B Common Shares without nominal or par value, such subdivision to take effect at the close of business on the 6th day of December, 1983;

3. The authorized capital of the Company after giving effect to the foregoing shall consist of 313,305 Senior Preferred Shares of the par value of $25 each all of which are issued and outstanding; 2,000,000 Preferred Shares of the par value of $25 each none of which are issued and outstanding; 242,902 Third Preferred Shares of the par value of $25 each of which 231,598 are issued and

outstanding; 9,375,000 Non-Voting Class A Shares of which 1,403,517 are issued and outstanding and 5,100,000 Class B Common Shares of which 4,608,678 are issued and outstanding.

4. Each registered holder of existing Non-Voting Class A Shares at the close of business on the 6th day of December, 1983 shall be and be deemed to be the holder of one and one-half (1 1/2) fully-paid and non-assessable Non-Voting Class A Shares without par value for each existing Non-Voting Class A Share with respect to which such holder is so registered; each registered holder of existing Class B Common Shares of the close of business on the 6th day of December, 1983 shall be and be deemed to be the holder of one and one-half (1 1/2) fully-paid and non-assessable Class B Common Shares without par value for each existing Class B Common Share with respect to which such holder is so registered.

5. The Board of Directors is authorized to perform all acts necessary to give effect to this Special Resolution and to obtain a listing on the Toronto Stock Exchange for the additional Non-Voting Class A Shares created by this Special Resolution.

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EMPIRE COMPANY LIMITED

I, PAUL SOBEY, Secretary of the above Company, HEREBY CERTIFY that the attached Resolution is a true copy of a Special Resolution, duly passed by not less than three-fourths of the Class B Common Shareholders entitled to vote as were present in person or by proxy at a Special General Meeting of the Class B Common Shareholders of the Company, duly called and held at 115 King Street, Stellarton, Nova Scotia, on the 30th day of December 1985 and that the attached resolution was subsequently confirmed by a majority of the Class B Common Shareholders as were present in person or by proxy at a Special General Meeting of the Class B Common Shareholders of the Company, duly called and held at 115 King Street, Stellarton, Nova Scotia, on the 15th day of January, 1986, all of which was done in accordance with the provisions of Sub-section (1) of Section 75 of the Companies Act of Nova Scotia and that the attached Resolution is a Special Resolution of the Company duly passed in accordance with the Companies Act of Nova Scotia.

WITNESS my hand and seal of the Company at Stellarton, Nova Scotia, this 15th day of January, 1986

Paul Sobey - Secretary

Recd & Filed FEB. 5/86

SCHEDULE "A"

SPECIAL RESOLUTION

Whereas the authorized capital of Empire Company Limited (the "Company") consists of 313,305 Cumulative Redeemable Preferred Shares (the "Senior Preferred Shares") of the par value of $25 each of which 299,163 are issued and outstanding; 2,000,000 Preferred Shares (the "Preferred Shares") of the par value of $25 each of which 420,000 are issued and outstanding; 242,901 $0.10 Non-Cumulative Non-Voting Redeemable Third Preferred Shares (the "Third Preferred Shares") of the par value of $25 each of which 205,383 are issued and outstanding; 9,375,000 Non-Voting Class A Shares of which 1,403,517 are issued and outstanding and 5,100,000 Class B Common Shares of which 4,608,678 are issued and outstanding;

And whereas it is considered advisable to subdivide the Non-Voting Class A Shares and the Class B Common Shares, issued and unissued, and to increase the authorized capital of the Company by the creation of additional Non-Voting Class A Shares and Class B Common Shares, all as hereinafter provided;

Now therefore be it resolved as a Special Resolution of the company that:

1. Each of the Non-Voting Class A Shares without nominal or par value in the capital of the Company, issued and unissued, be subdivided into two (2) Non-Voting Class A Shares without nominal or par value, such subdivision to take effect at the close of business on the 27th day of January, 1986.

2. Each of the Class B Common Shares without nominal or par value in the capital of the Company, issued and unissued, be subdivided into two (2) Class B Common Shares without nominal or par value, such subdivision to take effect at the close of business on the 27th day of January, 1986.

3. The authorized capital of the Company after giving effect to the foregoing shall consist of 313,305 Senior Preferred Shares of the par value of $25 each of which 299,163 are issued and outstanding; 2,000,000 Preferred Shares of the par value of $25 each of which 420,000 are issued and outstanding; 242,901 Third Preferred Shares of the par value of $25 each of which 205,383 are issued and outstanding; 18,750,000 Non-Voting Class A Shares of which

2,807,034 are issued and outstanding and 10,200,000 Class B Common Shares of which 9,217,356 are issued and outstanding.

4. Each registered holder of existing Non-Voting Class A Shares at the close of business on the 27th day of January, 1986 shall be and shall be deemed to be the holder of two (2) fully-paid and non-assessable Non-Voting Class A Shares without par value for each existing Non-Voting Class A Share with respect to which such holder is so registered; each registered holder of existing Class B Common Shares at the close of business on the 27th day of January, 1986 shall be and be deemed to be the holder of two (2) fully-paid and non-assessable Class B Common Shares without par value for each existing Class B Common Share with respect to which such holder is so registered.

5. The Board of Directors is authorized to perform all acts necessary to give effect to this Special Resolution and to obtain a listing on the Toronto Stock Exchange for the additional Non-Voting Class A Shares created by this Special Resolution.

EMPIRE COMPANY LIMITED

SPECIAL GENERAL MEETING OF COMMON SHAREHOLDERS

January 23, 1987

Moved by P.D. Sobey and seconded by D.R. Sobey that the attached Resolution be approved as amended. Motion carried.

SCHEDULE "A"

EMPIRE COMPANY LIMITED

SPECIAL RESOLUTION OF SHAREHOLDERS

BE IT RESOLVED as a Special Resolution of the Company:

1. THAT the conditions attached to the Non-Voting Class A Shares and the Class B Common Shares be and they are hereby amended by revoking all existing conditions attaching to the Non-Voting Class A Shares and the Class B Common Shares and replacing them with the conditions attached to the Non-Voting Class A Shares and Class B Common Shares as set out in Schedule 1 annexed hereto so that the only conditions attaching to the Non-Voting Class A Shares and the Class B Common Shares are those conditions set out in Schedule 1 annexed hereto.

2. THAT the amendment to the conditions attaching to the Non-Voting Class A Shares and the Class B Common Shares described in paragraph 1 above, shall be effective only upon ratification by the holders of the Non-Voting Class A Shares as a class and the Class B Common Shares as a class in accordance with the provisions of Article 65 of the Articles of Association of the Company.

EMPIRE COMPANY LIMITED

AMENDING RESOLUTION

WHEREAS notice was given of the Special General Meeting of Shareholders to be held on Friday, January 23rd, 1987 at 9:30 a.m.;

AND WHEREAS a draft of a Special Resolution of Shareholders to be passed at the meeting was attached to that Notice;

AND WHEREAS it is deemed desirable and in the interest of the Company to amend the draft Special Resolution by amending the share provisions for the Non-Voting Class A Shares and Class B Common Shares;

NOW THEREFORE BE IT RESOLVED that the form of Special Resolution of Shareholders which accompanied the Notice of this meeting be and it is hereby amended as follows:

1. Paragraph (g)(9) shall be renumbered as paragraph (g)(10) and following shall be inserted as paragraph (g)(9):

> "The Directors, by written request, may require any holders of Class B Common shares or any beneficial owner of Class B Common shares to submit to the Secretary of the Company, at any time and from time to time, a declaration in such form as the Directors may determine as to any of the matters contained in clause (g) and clause (h) hereof. At any meeting or meetings of the Class B Common shareholders held at any time after the expiration of five clear days from the giving of such request the Company, acting through the Chairman of the meeting, may refuse to permit the share or shares of such holder or such beneficial owner to be voted until the declaration is submitted."

SCHEDULE I

SHARE PROVISIONS - NON-VOTING CLASS A SHARES AND CLASS B COMMON SHARES

The provisions applicable to the Non-Voting Class A Shares and the Class B Common Shares without nominal or par value are as follows:

(a) The Non-Voting Class A Shares and the Class B Common Shares shall rank equally, pari passu share for share with each other and entitle the respective holders thereof to the same rights and benefits except as otherwise provided herein;

(b) The Directors may at any time and from time to time declare a dividend or confer any other benefit whatsoever on the holders of the Non-Voting Class A Shares without being obliged to declare an equal or any dividend or confer an equal or any other benefit upon the holders of Class B Common Shares provided that no dividend may be declared in respect of or any other benefit conferred upon the holders of the Class B Common Shares unless concurrently therewith the same dividend is declared in respect of and the same benefit is conferred upon the holders of the Non-Voting Class A Shares;

(c) The holders of Non-Voting Class A Shares shall receive notice of and may attend any meeting of the common shareholders of the Company but shall not be entitled to vote thereat;

(d) The Class B Common Shares shall carry the right to one vote per Share at all meetings of the shareholders of the Company;

(e) Subject to the following three restrictions the holders of Class B Common Shares shall be entitled by giving written notice (the "Conversion Notice") to the Secretary of the Company to convert such amount of Class B Common Shares (the "Subject Shares") as are specified in the Conversion Notice into Non-Voting Class A Shares on the basis of one Non-Voting Class A Share for each Class B Common Share to be converted:

(1) No Class B Common Shares may be converted into Non-Voting Class A Shares unless at the time of conversion the Non-Voting Class A Shares are listed for trading on the Toronto Stock Exchange;

(2) Notwithstanding anything else provided in this paragraph (e) no Class B Common Shares may be converted into Non-Voting Class A Shares in any particular calendar year unless the Company's Board of Directors has first passed a resolution (the "Conversion Resolution") in that particular calendar year which provides that in the opinion of the Board it would not be adverse to the financial well-being of the Company for the holders of Class B Common Shares to convert such percentage of their current holdings of Class B Common Shares into Non-Voting Class A Shares as the Board may specify. Upon delivery to the Secretary of a written request by any Class B Common Shareholder requesting the Board to pass a Conversion Resolution in a particular year, the Board, if it has not already done so that year, will consider the passage of a Conversion Resolution at their next meeting. The Board may vary the Conversion Resolution from time to time throughout the year;

(3) (i) Upon receipt of the Conversion Notice the Secretary shall within seven (7) days send a copy of the Conversion Notice to all other Class B Common Shareholders (the "Other Shareholders");

(ii) each of the Other Shareholders shall have forty-five (45) days following the date of receipt of the Conversion Notice by the Secretary, such date to be conclusively determined by the Secretary (the "Conversion Date"), to make an offer (the "Offer") to purchase a proportionate number of the Subject Shares which Offer to be effective shall be delivered to the Secretary. Such proportionate number for each Other Shareholder making the Offer shall be that portion of the Subject Shares that the number of Class B Common Shares registered in the name of such Other Shareholder making the Offer respectively bears to the total number of all Class B Common Shares registered in the name of all the Other Shareholders making the Offer;

(iii) The price to be paid by the Other Shareholders for each Subject Share shall be equal to the simple average of the closing sale price of the Non-Voting Class A Shares on the Toronto Stock Exchange for each day on which there was a closing sale price falling not more than fifteen (15) business

days before the Conversion Date and if there was no closing sale price within the last fifteen (15) business days before the Conversion Date then the price to be paid shall be equal to the last closing sale price on the Toronto Stock Exchange before the Conversion Date;

(iv) After the expiration of the forty-five (45) day period the Secretary of the Company shall demand payment of the appropriate amount of the purchase price from each of the Other Shareholders who made an Offer which Other Shareholders who made an Offer shall pay the appropriate amount of the purchase price within five (5) days of receiving such demand whereafter the Secretary of the Company will deliver the funds to the selling shareholder.

(f) No subdivision or consolidation of the Class B Common Shares shall be made unless the same subdivision or consolidation of the Non-Voting Class A Shares is made concurrently. No subdivision or consolidation of the Non-Voting Class A Shares shall be made unless the same subdivision or consolidation of the Class B Common Shares is made concurrently.

(g) (1) Subject to Clause (h), the holders of the Class B Common Shares whose last address on the records of the Company is in Canada shall be entitled to receive from an Offeror a Follow-up Offer to purchase all of their Class B Common Shares if both of the following two conditions are met:

(i) an Offer is made to one or more holders of Class B Common Shares whose last address on the records of the Company is in Canada; and

(ii) the same Offer is not made to all holders of Class B Common Shares whose last address on the records of the Company is in Canada;

(2) Subject to Clause (h), the holders of the Non-Voting Class A Shares whose last address on the records of the Company is in Canada shall be entitled to receive from an Offeror a Follow-up Offer to purchase all of their Non-Voting Class A Shares if both of the following two conditions are met:

(i) an Offer is made to one or more holders of Class B Common Shares whose last address on the records of the Company is in Canada; and

(ii) at the time the Offer is made, an offer is not made to all the holders of the Non-Voting Class A Shares whose last address on the records of the Company is in Canada which provides:

(A) a consideration per Non-Voting Class A Share at least equal in value to the consideration per Class B Common Share in the Offer; and

(B) other terms and conditions at least as favourable as the terms and conditions contained in the Offer.

The offer to purchase Non-Voting Class A Shares described in sub-paragraph (ii) above may provide that the Offeror is not required to take up a greater percentage of the issued and outstanding Non-Voting Class A Shares than the percentage of issued and outstanding Class B Common Shares taken up pursuant to the Offer and such an offer shall not be determined to be less favourable than the Offer to purchase Class B Common Shares by virtue of such provision.

(3) A Certificate of the Secretary or Treasurer of the Company to the Transfer Agent as to the occurrence of any of the events contemplated by paragraphs (g)(1) and (g)(2) shall be conclusive and binding on the Company and all its Shareholders.

(4) If an Offeror acquires Class B Common Shares pursuant to an Offer and does not make the Follow-up Offer required by either paragraph (g)(1) or (g)(2) or both, as the case may be (or having made the Follow-up Offer does take up and pay for the shares which are the subject of the Follow-up Offer) within 60 days after the date of the first of the agreements resulting from the acceptance of the Offer, then:

(i) the Class B Common Shares acquired pursuant to the Offer; and

(ii) a sufficient number of Class B Common Shares held by the Offeror and any other person or persons acting jointly or in concert with the Offeror such that the number of Class B Common Shares held by each of the Offeror and such person or persons after all conversions arising as a result of the failure to make the Follow-up Offer have been effected is equal to the product of the

number of Class B Common Shares held by the Offeror or the person or persons as the case may be before any conversions have been effected and a fraction the numerator of which is the total number of Class B Common Shares outstanding after all conversions have been effected and the denominator of which is the total number of Class B Common Shares outstanding before any conversions have been effected;

shall convert to Non-Voting Class A Shares following the end of the 60 day period, provided that no such conversion shall be effective until the Transfer Agent has recorded the conversion on the register of shareholders of the Company. When the Secretary of the Company has knowledge that:

(iii) an Offer has been made;

(iv) a Follow-up Offer is required to be made pursuant to paragraphs (g)(1) or (g)(2); and

(v) a Follow-up Offer has not been made within the required time as set out in this paragraph (g)(4),

so that the Class B Common Shares are to be converted to Non-Voting Class A Shares in accordance with this paragraph (g)(4), the Secretary shall send a notice to the Transfer Agent directing the Transfer Agent to convert the Class B Common Shares to Non-Voting Class A Shares unless, in the Secretary's opinion, reasonably exercised, the Secretary is not satisfied that the conversion ought to occur in which case he may, or at the request of a holder of Non-Voting Class A Shares or Class B Common Shares shall, refer the matter to the Board of Directors and the Board of Directors will make a final determination as to whether or not the Class B Common Shares are to be converted to Non-Voting Class A Shares in accordance with the foregoing provisions of this paragraph (g)(4). The Secretary shall, forthwith after a decision has been made by the Board of Directors, deliver to the Transfer Agent a notice of such decision. Where the Secretary delivers a notice (either as a result of his own knowledge or as a result of a decision of the Board of Directors) to the Transfer Agent, the notice shall specify the number of Class B Common Shares to be converted and the registered holders thereof. Upon receipt of such a notice, the Transfer Agent shall convert the Class B Common Shares specified

in the notice to Non-Voting Class A Shares. There shall be no liability, including without restriction any liability for negligence, of the Board of Directors or any of its members or of the Secretary or of the Transfer Agent with respect to any action taken or any failure to act with respect to any of the matters described in this paragraph (g)(4) unless such action or failure to act was fraudulent or in bad faith.

(5) In the event that all of the Class B Common Shares convert to Non-Voting Class A Shares, the Non-Voting Class A Shares shall become the common shares of the Company and these share provisions shall be of no further force and effect. The foregoing provisions shall not preclude any other remedies which the Company or any other Shareholder may have against an Offeror who does not make a Follow-up Offer including, without restriction, any right to make a claim for damages.

(6) In making a Follow-up Offer, an Offeror shall comply with the procedural requirements of the take-over bid provisions of the Ontario Securities Act, as if all holders of Class B Common Shares whose last address on the records of the Company is in Canada, or all holders of Non-Voting Class A Shares whose last address on the records of the Company is in Canada, or both, as the case may be, had last addresses on the records of the Company in Ontario and the Follow-up Offer were a take-over bid as defined in the Ontario Securities Act, provided that:

(i) the Follow-up Offer shall be open for acceptance for at least the lesser of:

(A) 45 days; or

(B) the longest period of time permitted by legislation or other regulatory requirements applicable to holders to whom the Follow-up Offer is made; and

(ii) where the provisions of the Ontario Securities Act referred to above, conflict with the provisions of legislation or other regulatory requirements applicable to holders to whom a Follow-up Offer is made, the provisions of such legislation or other regulatory requirements shall prevail to the extent necessary to resolve such conflict.

(7) An Offeror shall notify the Secretary or the Treasurer of the Company and the Transfer Agent of an Offer or a Follow-up Offer and shall provide to them a copy of the Offer or Follow-up Offer and all material furnished by or on behalf of the Offeror. Upon receipt of this material the Transfer Agent shall send a copy of it to each holder of Non-Voting Class A Shares or Class B Common Shares whose last address on the records of the Company is not in Canada for the sole purpose of notifying such shareholders of the existence of the Offer or Follow-up Offer.

(8) If the number of Class B Common Shares tendered in acceptance of an Offer exceeds the number of shares specified in the Offer, then the Offeror shall take up and pay for the number of shares specified in the Offer pro rata according to the number of shares tendered by each holder. If the number of Non-Voting Class A Shares tendered in acceptance of an offer made to the holders of Non-Voting Class A Shares at the time of an Offer exceeds the number of shares specified in the offer, then the Offeror shall take up and pay for the number of shares specified in the offer pro rata according to the number of shares tendered by each holder.

(9) The Directors, by written request, may require any holders of Class B Common shares or any beneficial owner of Class B Common shares to submit to the Secretary of the Company, at any time and from time to time, a declaration in such form as the Directors may determine as to any of the matters contained in clause (g) and clause (h) hereof. At any meeting or meetings of the Class B Common shareholders held at any time after the expiration of five clear days from the giving of such request the Company, acting through the Chairman of the meeting, may refuse to permit the share or shares of such holder or such beneficial owner to be voted until the declaration is submitted.

(10) For the purposes of this Clause (g) and Clause (h):

(i) "Offer" means any offer to purchase Class B Common Shares or any Deemed Offer or any combination thereof which:

(A) would be required to be made to all holders of Class B Common Shares whose last address on the records of the Company is in Ontario; or

(B) would require a follow-up offer to be made to all holders of Class B Common Shares whose last address on the records of the Company is in Ontario

under the provisions of the Ontario Securities Act if:

(C) the offer were made to a holder whose last address on the records of the Company is in Ontario; and

(D) there were a published market in the Class B Common Shares and the price for Class B Common Shares in that published market were equal to the published market price of the Non-Voting Class A Shares on the date the offer or Deemed Offer is made;

notwithstanding that neither (C) nor (D) may in fact be the case, but does not include

(E) a take-over bid as defined in the Ontario Securities Act which is exempt at the time it is made from the requirements of Part XIX as amended from time to time of the Ontario Securities Act or from any similar provisions which replace Part XIX of the Ontario Securities Act; and

(F) a Family Share Transaction, as defined in Clause (h).

(ii) "Deemed Offer" means the acceptance of an offer to sell Class B Common Shares which would be deemed by the Ontario Securities Act to constitute an offer to purchase Class B Common Shares;

(iii) "Follow-up Offer" means an offer to purchase Class B Common Shares or Non-Voting Class A Shares, or both, as the case may be, at and for a consideration per share at least equal in value to the greatest consideration per share paid by the Offeror for any Class B Common Share acquired pursuant to the Offer with respect to which the requirement to make a Follow-up Offer arose and on terms and conditions at least as favourable as the terms and conditions contained in the Offer.

(iv) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof;

(v) "Offeror" means the person making an Offer and shall include any persons who make an Offer or Offers acting jointly or in concert or intending to exercise jointly or in concert any voting rights attaching to the securities to be acquired;

(vi) "Transfer Agent" means the transfer agent or transfer agents for the Non-Voting Class A Shares and the Class B Common Shares;

(vii) "Ontario Securities Act" means the Securities Act, R.S.O. 1980, c.466 as amended from time to time or any similar legislation which replaces such Act.

(h) (1) The provisions of Clause (g) and the entitlement of holders of Class B Common Shares and/or Non-Voting Class A Shares to receive a Follow-up Offer as provided for in Clause (g) hereof shall not apply to any Family Share Transactions. For the purposes of Clause (g) and this Clause (h):

(i) "Family Share Transaction" means any sale, assignment, bequest or other transfer of any kind of any interest in any Class B Common Shares to one or more of the Descendants of J.W. Sobey.

(ii) "Descendants of J.W. Sobey" means:

(A) the Issue of J.W. Sobey now deceased and formerly a businessman of Stellarton, Nova Scotia;

(B) any company controlled directly or indirectly by one or more of the individuals described in subparagraph (A) above or any Affiliate of any such company;

(C) any trust for bona fide estate planning purposes primarily for the benefit of one or more of the individuals described in subparagraph (A) above;

(D) any partnership among two or more of the individuals and companies described in subparagraphs (A) and (B) above;

(E) any spouse of any individual described in subparagraph (A) above.

(iii) "Issue" includes all lawful lineal descendants of J.W. Sobey and includes any children adopted by any of the Issue of J.W. Sobey.

(2) For the purposes of this Clause (h):

(i) A company shall be deemed to be an Affiliate of another company if one of them is the Subsidiary of the other or if both are Subsidiaries of the same company or if each of them is controlled by the same Person or company.

(ii) A Company shall be deemed to be controlled by another Person or company or by two or more companies if,

(A) voting securities of the first-mentioned company carrying more than 50 per cent of the votes for the election of directors are held, otherwise than by way of security only, by or for the benefit of the other Person or company or by or for the benefit of the other companies; and

(B) the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of the first-mentioned company.

(iii) A company shall be deemed to be a Subsidiary of another company if,

(A) it is controlled by,

(I) that other, or

(II) that other and one or more companies each of which is controlled by that other, or

(III) two or more companies each of which is controlled by that other; or

(B) it is a Subsidiary of a company that is that other's Subsidiary.

(iv) A Person shall be deemed to own beneficially securities beneficially owned by a company controlled by him or by an Affiliate of such company.

(v) A company shall be deemed to own beneficially securities beneficially owned by its Affiliates.

(3) Notwithstanding the foregoing, this Clause (h) shall have no application to any transaction or series of related transactions occurring within a period of 12 months which have the effect of transferring beneficial ownership (including deemed beneficial ownership) of any Class B Common Shares to any Person or Persons other than Descendants of J.W. Sobey, whether directly or indirectly through the transfer of shares of any company or otherwise, if the entitlement to receive a Follow-up Offer described in Clause (g) would otherwise arise as a result of such transfer to a Person or Persons other than the Descendants of J.W. Sobey.

EMPIRE COMPANY LIMITED

SPECIAL RESOLUTION OF SHAREHOLDERS

WHEREAS it is deemed desirable and in the best interest of the Company that the Directors may exercise to the fullest extent the power to purchase or otherwise acquire shares issued by the Company:

BE IT THEREFORE RESOLVED as a Special Resolution of the Company that the Shareholders of the Company hereby sanction the exercise by the Company of all and every power to purchase or otherwise acquire shares issued by it and that the Directors of the Company be and they are hereby authorized and empowered to exercise at any time and from time to time any and all such powers in the name of and on behalf of the Company and in particular, without restricting the generality of the foregoing, the Directors of the Company be and they are hereby authorized and empowered in the name of and on behalf of the Company to purchase or otherwise acquire on such terms and conditions as they see fit, shares issued by the Company pursuant to and in accordance with the provisions of Subsections (5) and (7) of Section 47 of the Companies Act.

N0701018

CERTIFICATE

EMPIRE COMPANY LIMITED

I, Paul Sobey, Secretary of the above Company, **HEREBY CERTIFY** that the attached Resolution is a true copy of a Special Resolution, duly passed at a Special General Meeting of the members of the Company, called and held at Stellarton, Nova Scotia, on the 15th day of August, 1983, all members of the said Company being present in person or by proxy, and voting unanimously in favour thereof, in accordance with the provisions of Sub-section (2) of Section 75 of the Companies Act of Nova Scotia, and that the said Resolution is a Special Resolution in accordance with the Act and is in full force and effect as of the date hereof.

WITNESS my hand and seal of the Company at Stellarton, Nova Scotia, this 15th day of April, 1986.

Paul Sobey, Secretary
Empire Company Limited

N0761055

EMPIRE COMPANY LIMITED

SPECIAL SHAREHOLDERS' RESOLUTION

WHEREAS the authorized capital of the Company consists of the following:

(a) 794,305 cumulative redeemable preferred shares of the par value of $25.00 each, issuable in series, of which 313,305 are issued and outstanding (the "Senior Preferred Shares");

(b) 242,901 $.10 non cumulative redeemable Third Preferred Shares of the par value of $25.00 each of which 231,598 are issued and outstanding (the "Third Preferred Shares");

(c) 6,250,000 Non-Voting Class A Shares without nominal or par value of which 935,678 are issued and outstanding; and

(d) 3,400,000 Class B Common Shares of which 3,072,452 are issued and outstanding.

WHEREAS it is deemed desirable to modify the authorized capital of the Company.

BE IT RESOLVED THAT

A. The 481,000 authorized and unissued Senior Preferred Shares be cancelled.

B. The authorized capital of the Company be increased by the creation of 2,000,000 new preferred shares (the "Preferred Shares") of the par value of $25.00 each, issuable in series which shall have as a class the following priorities, preferences, privileges, restrictions and conditions:

(1) Issuable in Series

The Preferred Shares may at any time and from time be issued in one or more series as determined by the Company's Board of Directors (the "Directors").

(2) Directors' Right to Fix Conditions

Before any Preferred Shares are issued the Directors by resolution shall fix the number of shares that will form the particular series to be issued and, subject to the provisions hereof, determine the designation,

priorities, preferences, rights, privileges, restrictions and conditions to attach to each particular series including, but without in any way limiting or restricting the generality of the foregoing: the rate, amount or method of calculation of dividends; whether such rate, amount or method of calculation of dividends shall be subject to changes or adjustments; whether dividends shall be cumulative or non-cumulative; the time and place of payment of dividends; the consideration for and the terms and conditions (if any) of any purchase for cancellation, retraction or redemption thereof (including a provision that subsequent to the issue of a series the Directors may provide additional dates upon which a holder may require the Company to redeem his shares); conversion rights (if any); the terms and conditions of any share purchase plan or sinking fund; the restriction (if any) respecting payment of dividends on any shares ranking junior to the Preferred Shares; the right (if any) to vote and the circumstances when the right to vote may be exercised; and the right (if any) to receive notices of and to attend meetings of shareholders. Such resolution shall be the only authorization required to fix such designation, priorities, preferences, rights, privileges, restrictions and conditions and to authorize such issuance and no approval, sanction or confirmation of such resolution by the shareholders of the Company or otherwise shall be required.

(3) Class Priority

Each series of Preferred Shares shall be entitled to preference over the Third Preferred Shares, Non Voting Class A Shares, and Class B Common Shares of the Company and over any other shares ranking junior to the Preferred Shares that the Company may be authorized to issue, with respect to priority in payment of dividends and on the distribution of assets of the Company 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, and may also be given any other preferences over the Third Preferred Shares, Non Voting Class A Shares, and Class B Common Shares of the Company and any other shares ranking junior to the Preferred Shares that the Company may be authorized to issue, all as may be provided for by the resolution of the directors of the Company referred to in paragraph (2) above.

(4) Series Parity

Each series of the Preferred Shares shall rank on a parity with every other series of Preferred Shares, with respect to priority in payment of dividends and on distribution of assets of the Company in the event of 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. When any dividends or amounts payable on a return of capital are not paid in full, the Preferred Shares of all series shall participate ratably in respect of such dividends, including accumulations, if any, in accordance with the sums that would be payable on such shares if all such dividends were declared and paid in full, and in respect of any return of capital in accordance with the sums that would be payable on such return of capital if all sums so payable were paid in full; provided, however, that in the event of there being insufficient assets to satisfy in full all such claims as aforesaid, the claims of the holders of such shares with respect to return of capital shall first be paid and satisfied and any assets remaining thereafter shall be applied towards the payment and satisfaction of claims in respect of dividends.

(5) Restriction On Creation and Issuance of Shares

The Company shall not, without the authorization of the holders of the Preferred Shares given as specified in paragraph (6) hereof:

(a) Create or issue any share ranking in priority to the Preferred Shares with respect to the payment of dividends and on the distribution of assets of the Company in the event of liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its shareholders for the purpose of winding-up its affairs; or

(b) increase the authorized number of Preferred Shares, issue any series of Preferred Shares, or create any other preferred shares ranking pari passu with the Preferred Shares with respect to the payment of dividends and on the distribution of assets of the Company in the event of 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 if the Company is in

arrears in the payment of dividends on any outstanding Preferred Shares or on a class of shares ranking in priority to or on a parity with the Preferred Shares in respect to the payment of dividends.

(6) Shareholder Approval

Any authorization or approval by the holders of the Preferred Shares in respect of any matter shall be deemed to have been sufficiently given if it shall have been given by a resolution in writing signed by at least two-thirds (2/3) of the holders of the outstanding Preferred Shares or by a resolution passed at a meeting of the holders of Preferred Shares duly called for the purpose and held upon at least 15 days' prior written notice at which the holders of at least a majority of the outstanding Preferred Shares are present or are represented by proxy and carried by the affirmative vote of the holders of not less than two-thirds (2/3) of the Preferred Shares voted at such meeting cast on a poll. If at any such meeting the holders of a majority of the outstanding Preferred Shares are not present or represented by proxy within one-half (1/2) hour after the time appointed for such meeting, then the meeting shall be adjourned to such date being not less than 14 days later and to such time and place as may be appointed by the Chairman of such meeting and not less than 10 days' prior written notice shall be given of such adjourned meeting, but it shall not be necessary in such notice to specify the purpose for which the meeting was originally called. At such adjourned meeting the holders of Preferred Shares present or represented by proxy may transact the business for which the meeting was originally called and a resolution passed thereat by not less than two-thirds (2/3) of the votes cast at such meeting shall constitute the authorization of the holders of the Preferred Shares referred to above. On each poll taken at any such meeting or adjourned meeting each holder of Preferred Shares shall be entitled to 1 vote in respect of each Preferred Share held. The formalities to be observed in respect of the giving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those from time to time lawfully prescribed by the Articles of Association of the Company with respect to meetings of shareholders.

(7) Amendments

The provisions contained in paragraphs (1) to (6) above may be deleted, varied, modified or amplified by the Company provided the prior approval of the holders of the Preferred Shares is obtained in the manner specified in paragraph (6) above.

#10590

CA-9665

RECEIVED
MAY 18 1990
Office of Registrar of Joint Stock Companies
NOVA SCOTIA

EMPIRE COMPANY LIMITED

SHAREHOLDERS' RESOLUTION

BE IT RESOLVED as a Special Resolution that the authorized capital of the Company be increased by the creation of an additional 100,000,000 authorized and unissued Non-Voting Class A Shares without nominal or par value.

****

I hereby certify that the foregoing resolution is a true copy of a Special Resolution, duly passed by a majority of not less than three-fourths of the members of the Company present in person or by proxy and entitled to vote at the Annual General Meeting of the Shareholders of the Company duly called and held at Stellarton, Nova Scotia, on the 11th day of September, 1989, and confirmed by a majority of members of the Company present in person or by proxy and entitled to vote at a Special General Meeting of Shareholders of the Company duly called and held at Stellarton, Nova Scotia on the 26th day of September, 1989, all in accordance with the provisions of Section 87 of the Companies Act of Nova Scotia, and that the said resolution is a Special Resolution of the Company duly passed in accordance with the said Act.

WITNESS my hand and the seal of the Company this day of May, 1990.

Paul D. Bobey
Secretary
EMPIRE COMPANY LIMITED

REGISTERED & FILED
MAY 18 1990

N0022401

CERTIFICATE

I hereby certify that the attached is a true copy of a Special Resolution duly passed by a majority of not less than three fourths of such members of the company entitled to vote as were present in person or by proxy at the Annual General and Special Meeting of the Company held on September 12, 2002 and confirmed by a majority of such members entitled to vote as were present in person or by proxy at the Confirmatory Meeting of the Company held on September 26, 2002.

WITNESS my hand this 26th day of September, 2002.

Paul V. Beesley
Secretary, Empire Company Limited

I HEREBY CERTIFY that this is a true copy of a document filed in the office of the Registrar of Joint Stock Companies on the 10 day of Oct 2002

Registrar of Joint Stock Companies

1097452.1

EMPIRE COMPANY LIMITED
SPECIAL RESOLUTION

RESOLVED that on October 7, 2002:

1. each of the authorized issued and unissued Non-Voting Class A shares shall be subdivided into two Non-Voting Class A shares, so that each registered holder of existing Non-Voting Class A shares shall be deemed to be the registered holder of two fully paid and non-assessable Non-Voting Class A shares without nominal or par value for each; and

2. each of the authorized issued and unissued Class B common shares shall be subdivided into two Class B common shares so that each registered holder of existing Class B common shares shall be deemed to be the registered holder of two fully paid and non-assessable Class B common shares without nominal or par value for each.

RESOLVED that, subject to the approval of the Toronto Stock Exchange, on October 7, 2002, or such other date as may be approved by the Board of Directors:

1. each of the authorized issued and unissued Non-Voting Class A shares shall be subdivided into two Non-Voting Class A shares, so that each registered holder of existing Non-Voting Class A shares shall be deemed to be the registered holder of two fully paid and non-assessable Non-Voting Class A shares without nominal or par value for each;

2. each of the authorized issued and unissued Class B common shares shall be subdivided into two Class B common shares so that each registered holder of existing Class B common shares shall be deemed to be the registered holder of two fully paid and non-assessable Class B common shares without nominal or par value for each; and

3. the Company shall distribute share certificates representing the additional shares created by this share split in accordance with the rules of the Toronto Stock Exchange and will arrange for the listing of the additional shares.

CERTIFICATE

I hereby certify that the attached is a true copy of a Special Resolution duly passed by a majority of not less than three fourths of such members of the company entitled to vote as were present in person or by proxy at the Annual General and Special Meeting of the Company held on September 12, 2002 and confirmed by a majority of such members entitled to vote as were present in person or by proxy at the Confirmatory Meeting of the Company held on September 26, 2002.

WITNESS my hand this 26th day of September, 2002.

Paul V. Beesley
Secretary, Empire Company Limited

I HEREBY CERTIFY that this is a true copy of a document filed in the office of the Registrar of Joint Stock Companies on the 10 day of Oct ,2002

Registrar of Joint Stock Companies

1097452.1

EMPIRE COMPANY LIMITED
SPECIAL RESOLUTION

RESOLVED that the Company create one billion Class B common shares and immediately convert those Class B common shares into one billion authorized but unissued preferred shares, to be called the "2002 Preferred Shares", issuable in series, each having a $25 par value and each carrying those rights and privileges set out in Appendix A.

APPENDIX "A"

EMPIRE COMPANY LIMITED
2002 PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the 2002 Preferred Shares, as a class, are as follows:

1. **Issuable in Series**

The 2002 Preferred Shares may at any time and from time to time be issued in one or more series as determined by the board of directors of the Company or any duly authorized committee thereof (the "*Directors*").

2. **Director's Right to Fix Conditions**

Before any 2002 Preferred Shares are issued, the Directors, by resolution, shall fix the number of shares that will form the particular series to be issued and subject to the provisions hereof, determine the designation, priorities, preferences, rights, privileges, restrictions and conditions to attach to each particular series including, but without in any way limiting or restricting the generality of the foregoing: the rate, amount or method of calculation of dividends; whether such rate, amount or method of calculation of dividends shall be subject to changes or adjustments; whether dividends shall be cumulative or non-cumulative or partially cumulative; the time and place of payment of dividends; the consideration for and the terms and conditions (if any) of any purchase for cancellation, retraction or redemption thereof (including a provision that subsequent to the issue of a series the Directors may provide additional dates upon which the holder may require the Company to redeem its shares); the amount of the premium on redemption (if any); whether the amount of the premium on redemption (if any) is subject to changes or adjustments and on what terms; the conversion or exchange rights attached thereto (if any) including without limitation the conversion thereof into fully paid shares of any other class of the Company as provided for in the *Companies Act* (Nova Scotia); the terms and conditions of any share purchase plan or sinking fund; the restriction (if any) respecting the payment of dividends on any shares ranking junior to the 2002 Preferred Shares; the right (if any) to vote and, in the circumstances, when the right to vote may be exercised; and the right (if any) to receive notices of and to attend meetings of Shareholders. Such resolution shall be the only authorization required to fix such designation, priorities, preferences, rights, privileges, restrictions and conditions and to authorize such issuance and no approval, sanction or confirmation of such resolution by the Shareholders of the Company or otherwise shall be required.

3. **Priority**

Each series of 2002 Preferred Shares shall rank subordinate to the Preferred Shares of the Company and rank in priority to and be entitled to preference over the Non-Voting Class A Shares and the Class B Common Shares of the Company and over any other shares ranking junior to the 2002 Preferred Shares that the Company may from time to time be authorized to issue, with respect to priority to and payment of dividends and on the distribution of assets of the Company in the event of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its Shareholders for the purpose of winding up its affairs. Each series of 2002 Preferred Shares may also be given any other preference over other classes of shares in the capital stock of the Company and other shares ranking junior to the 2002 Preferred Shares that the Company may from time to time be authorized to issue, all as may be provided for by the resolution of the Directors referred to in paragraph 2 above.

4. **Series Parity**

Each series of 2002 Preferred Shares shall rank on a parity with every other series of 2002 Preferred Shares with respect to priority and payment of dividends and on distribution of assets of the Company in the event of 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. When any dividends or amounts payable to the holders of 2002 Preferred Shares on a return of capital are not paid in full, the 2002 Preferred Shares of all series shall participate rateably in respect of such dividends, including accumulations, if any, in accordance with the sums that would be payable on such shares if all such dividends were declared and paid in full, and in respect of any return of capital in accordance with the sums that would be payable on such return of capital if all sums so payable were paid in full; provided, however, that in the event of there being insufficient assets to satisfy in full all such claims as aforesaid, the claims of the holders of such shares with respect to the return of capital shall first be paid and satisfied and any assets remaining thereafter shall be applied towards the payment and satisfaction of claims in respect of dividends.

5. Restriction on Creation and Issuance of Shares

The Company shall not, without the authorization of the holders of 2002 Preferred Shares given as specified in paragraph 6 hereof:

(a) create or issue any shares ranking in priority to the 2002 Preferred Shares with respect to the payment of dividends or on the distribution of assets of the Company in the event of liquidation, dissolution or winding up of the Company whether voluntary or involuntary, or any other distribution of assets of the Company among its Shareholders for the purpose of winding up its affairs; or

(b) increase the authorized number of 2002 Preferred Shares or create any other 2002 Preferred Shares ranking pari passu with the 2002 Preferred Shares with respect to the payment of dividends or on the distribution of assets of the Company in the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other distribution of assets of the Company among its Shareholders for the purpose of winding up its affairs.

6. Shareholder Approval

Any authorization or approval by the holders of the 2002 Preferred Shares in respect of any matter shall be deemed to have been sufficiently given if it shall have been given by a resolution in writing signed by at least two thirds (2/3) of the holders of the outstanding 2002 Preferred Shares or by a resolution passed at a meeting of the holders of 2002 Preferred Shares duly called for the purpose and held upon at least fifteen (15) days' prior written notice at which the holders of at least a majority of the outstanding 2002 Preferred Shares are present or are represented by proxy and carried by the affirmative vote of the holders of not less than two thirds (2/3) of the 2002 Preferred Shares voted at such meeting cast on a poll. If at any such meeting the holders of a majority of the outstanding 2002 Preferred Shares are not present or represented by proxy within one-half (½) hour after the time appointed for such meeting, then the meeting shall be adjourned to such date being not less than fourteen (14) days later and to such time and place as may be appointed by the Chairman of such meeting and not less than ten (10) days' prior written notice shall be given of such adjourned meeting, but it shall not be necessary in such notice to specify the purpose for which the meeting was originally called. At such adjourned meeting the holders of the 2002 Preferred Shares present or represented by proxy may transact the business for which the meeting was originally called and a resolution passed thereat by not less than two thirds (2/3) of the votes cast at such meeting shall constitute the authorization of the holders of the 2002 Preferred Shares referred to above. On each poll taken at any such meeting or adjourned meeting each holder of the 2002 Preferred Shares shall be entitled to one vote in respect of each Preferred Share held. The formalities to be observed in respect of the giving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those from time to time lawfully prescribed by the Articles of Association of the Company with respect to the meetings of Shareholders.

7. Amendments

The provisions contained in paragraphs 1 and 6 above, may be deleted, varied, modified or amplified by the Company provided the prior approval of the holders of the 2002 Preferred Shares is obtained in the manner specified in paragraph 6 above.

EMPIRE COMPANY LIMITED

CERTIFICATE

I, Karin McCaskill, Senior Vice President, General Counsel and Secretary of Empire Company Limited, hereby certify that the resolution attached as Schedule "A" is a true and correct copy of a special resolution duly passed at a meeting of the shareholders of Empire Company Limited duly called and constituted on September 10, 2015, and that the said resolution is a Special Resolution in accordance with the provisions of the *Companies Act* of Nova Scotia.

September 10, 2015
Dated

Karin McCaskill
Senior Vice President, General Counsel
and Secretary
Empire Company Limited

SCHEDULE "A"

BE IT RESOLVED as a special resolution that, effective as of the close of business on September 21, 2015 being the Share Split Record Date:

(1) each of the authorized issued and unissued Non-Voting Class A shares shall be divided into three shares of such class, and the maximum number of Non-Voting Class A shares that the Company is authorized to issue is 771,132,168; and

(2) each of the authorized issued and unissued Class B common shares shall be divided into three shares of such class, and the maximum number of Class B common shares that the Company is authorized to issue is 122,400,000.