

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3466267

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MERCK FROSST CANADA LTD.	01/01/2011
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MERCK CANADA INC.	
<b>Street Address:</b>	16711 TRANS-CANADA HIGHWAY	
<b>City:</b>	KIRKLAND, QUEBEC	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	H9H-3L1	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	13762050
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(732)594-4720	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	732-594-1045	
<b>Email:</b>	us_efs@merck.com	
<b>Correspondent Name:</b>	MERCK	
<b>Address Line 1:</b>	P.O. BOX 2000	
<b>Address Line 2:</b>	MAILSTOP RY86-2011A	
<b>Address Line 4:</b>	RAHWAY, NEW JERSEY 07065-0907	
<b>ATTORNEY DOCKET NUMBER:</b>	MCC-BRE-00007-US-CNT	
<b>NAME OF SUBMITTER:</b>	ERIC A. MEADE	
<b>SIGNATURE:</b>	/Eric A. Meade, Reg. No. 42876/	
<b>DATE SIGNED:</b>	08/03/2015	
<b>Total Attachments: 12</b>		
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## Certificate of Amendment

*Canada Business Corporations Act*

## Certificat de modification

*Loi canadienne sur les sociétés par actions*

Merck Canada Inc.

Corporate name / Dénomination sociale

453394-1

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Marcie Girouard

Director / Directeur

2011-01-01

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)

Canada

PATENT

REEL: 036235 FRAME: 0086



## Articles of Amendment

(Section 27 or 177 of the *Canada Business Corporations Act (CBCA)*)

### Form 4

#### Instructions

**3** Any changes in the articles of the corporation must be made in accordance with section 27 or 177 of the CBCA.

**A:** If an amendment involves a change of corporate name (including the addition of the English or French version of the corporate name), the new name must comply with sections 10 and 12 of the CBCA as well as part 2 of the regulations, and the Articles of Amendment must be accompanied by a Canada-biased NUANS® search report dated not more than ninety (90) days prior to the receipt of the articles by Corporations Canada. A numbered name may be assigned under subsection 11(2) of the CBCA without a NUANS® search.

**D:** Any other amendments must correspond to the paragraphs and subparagraphs referenced in the articles being amended. If the space available is insufficient, please attach a schedule to the form.

#### 4 Declaration

This form must be signed by a director or an officer of the corporation (subsection 262(2) of the CBCA).

#### General

The information you provide in this document is collected under the authority of the CBCA and will be stored in personal information bank number IC/PPU-049. Personal information that you provide is protected under the provisions of the *Privacy Act*. However, public disclosure pursuant to section 266 of the CBCA is permitted under the *Privacy Act*.

If you require more information, please consult our website at [www.corporationscanada.ic.gc.ca](http://www.corporationscanada.ic.gc.ca) or contact us at 613-941-9042 (Ottawa region), toll-free at 1-866-333-5556 or by email at [corporationscanada@ic.gc.ca](mailto:corporationscanada@ic.gc.ca).

#### Prescribed Fees

- Corporations Canada Online Filing Centre: \$200
- By mail or fax: \$200 paid by cheque payable to the Receiver General for Canada or by credit card (American Express®, MasterCard® or Visa®).

#### Important Reminders

**Changes of registered office address and/or mailing address:**

Complete and file Change of Registered Office Address (Form 3).

**Changes of directors or changes of a director's address:**

Complete and file Changes Regarding Directors (Form 6).

These forms can be filed electronically, by mail or by fax free of charge.

File documents online:

**Corporations Canada Online  
Filing Centre:**  
[www.corporationscanada.ic.gc.ca](http://www.corporationscanada.ic.gc.ca)

Or send documents by mail:

**Director General,  
Corporations Canada  
Jean Edmonds Tower South  
9th Floor  
365 Laurier Ave. West  
Ottawa ON K1A 0C8**

By Facsimile:  
**613-941-0999**

#### 1 Corporation name

MERCK FROSST CANADA LTD. / MERCK FROSST CANADA LTÉE

#### 2 Corporation number

453394 - 1

#### 3 The articles are amended as follows:

(Please note that more than one section can be filled out)

**A:** The corporation changes its name to:

Merck Canada Inc.

**B:** The corporation changes the province or territory in Canada where the registered office is situated to:  
(Do not indicate the full address)

**C:** The corporation changes the minimum and/or maximum number of directors to:  
(For a fixed number of directors, please indicate the same number in both the minimum and maximum options)

minimum:

maximum:

**D:** Other changes: (e.g., to the classes of shares, to restrictions on share transfers, to restrictions on the businesses of the corporation or to any other provisions that are permitted by the CBCA to be set out in the Articles) **Please specify.**

The authorized share capital of the Corporation as constituted prior to the filing of these articles of amendment is hereby amended by the creation of an unlimited number of Class A preferred shares, Class B preferred shares and Class C preferred shares, with the rights, privileges, conditions and restrictions further described in Schedule 1 attached hereto to form integral part hereof.

For greater certainty, Schedule A pertaining to the share capital of the Corporation attached to the certificate and articles of amalgamation dated November 1, 2009 of the Corporation is deleted and its provisions incorporated in the attached Schedule 1 for consolidation purposes.

#### 4 Declaration

I hereby certify that I am a director or an officer of the corporation.



SIGNATURE

Bernard Houde

PRINT NAME

(514) 428-8540

TELEPHONE NUMBER

**Note:** Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Canada

## SCHEDULE 1

### to the Articles of Amendment

MERCK FROSST CANADA LTD. /  
MERCK FROSST CANADA LTÉE

(the "Corporation")

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#### 1. AUTHORIZED CAPITAL

Subject to the powers, preferences, rights, privileges, qualifications, limitations, restrictions and conditions set forth in this **Schedule 1**, the Corporation is authorized to issue an unlimited number of common shares (the "**Common Shares**") and an unlimited number of Class A preferred shares (the "**Class A Preferred Shares**"), Class B preferred shares (the "**Class B Preferred Shares**") and Class C preferred shares (the "**Class C Preferred Shares**") (the Class A Preferred Shares, the Class B Preferred Shares and the Class C Preferred Shares, collectively, the "**Preferred Shares**").

#### 2. DEFINITIONS

For the purpose of this **Schedule 1** and in addition to the other terms defined herein:

- 2.1 "Articles" means the Articles of the Corporation within the meaning of the CBCA.
- 2.2 "Board" means the board of directors of the Corporation.
- 2.3 "CBCA" means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44.
- 2.4 "Common Shareholders" means the holders of any Common Shares.
- 2.5 "Distribution of Assets" means a voluntary or involuntary liquidation, dissolution or winding-up of the affairs of the Corporation or any other distribution by the Corporation to its Shareholders of all or substantially all of the assets of the Corporation.
- 2.6 "Preferred Shareholders" means the holders of any Preferred Shares.
- 2.7 "Premium" means the amount, if any, by which (a) the proportionate share of the fair market value of the Property received by the Corporation as consideration for the issuance of a Preferred Share of any class exceeds (b) the sum of (i) the amount added to the stated capital account therefor at the time of issuance and (ii) the proportionate share of the fair market value of the consideration paid by the Corporation for the Property otherwise than by the issue of such Preferred Share.

2.8 **"Property"** means property of any nature whatsoever, whether movable or immovable, personal or real, corporeal or incorporeal, and includes, without limiting the generality of the foregoing:

- (a) a right of any nature whatsoever, a share or a part thereof;
- (b) money; and
- (c) shares of the capital stock of the Corporation redeemed or purchased by the Corporation;

but does not include a promissory note or a promise to pay as contemplated by subsection 25(5) of the CBCA.

2.9 **"Redemption Price"** means with respect to each Preferred Share of any class, the amount added to the stated capital account therefor at the time of issuance, plus the Premium with respect thereto, if any, subject, however, to the following:

- (a) **Stated Capital Adjustments:** in the event of any increase or reduction of the amount of stated capital maintained in respect of a Preferred Share of any class, then the Redemption Price of the Preferred Share affected thereby shall be automatically (i) increased by the amount of any such increase of stated capital or (ii) reduced by the amount of such reduction of stated capital unless such reduction is made without any repayment of capital, as the case may be;
- (b) **Determination:** unless the same is otherwise agreed to in writing between the Corporation and the holder of a Preferred Share, the Redemption Price of such Preferred Share, including the amount of any stated capital attributable to such Preferred Share, of the Premium and of the fair market value of the Property, shall be determined by the Board and whose decision shall, subject to Sections 2.9(c) and 2.9(d) below, be final and binding;
- (c) **Tax Assessment:** in the event that any competent tax authority makes or proposes to make an assessment or reassessment determining that the fair market value of the Property is different from that established by the Corporation, then the Premium shall be increased or decreased accordingly upon a Final Determination of such fair market value; for the purpose hereof, a determination shall be deemed to be a Final Determination (i) if it is pursuant to an assessment or reassessment by any competent tax authority and no objection is made thereto, or (ii) if agreement is reached between the Corporation and such tax authority regarding such actual or proposed assessment or reassessment, or (iii) if determined by a judgment of a court of competent jurisdiction which judgment is not appealed from or in respect of which no right of appeal lies;
- (d) **Adjustments:** in the event of a redemption, retraction, purchase or other cancellation of a Preferred Share of any class (the **"Purchase"**) or a declaration of

dividends on a Preferred Share of any class calculated on the Redemption Price before an adjustment in the Redemption Price having taken place pursuant to Section 2.9(c) above, then:

- (i) in the case of an increase in the Redemption Price (hereinafter called the **"Increased Redemption Price"**), the Corporation shall pay to the former holder of such Preferred Share having previously been purchased an amount equal to the difference between the Increased Redemption Price and the Redemption Price and shall pay to the holder or former holder the difference between any such dividends declared and paid and dividends as calculated on the Increased Redemption Price, which amount shall bear interest at the annual prime rate as charged to the Corporation by its principal banker from time to time, reckoned from the date of Purchase or the date of the payment of the dividend, whichever may be the case; or
- (ii) in the case of a decrease in the Redemption Price (hereinafter called the **"Decreased Redemption Price"**), the former holder of such Preferred Share having previously been purchased shall reimburse to the Corporation an amount equal to the difference between the Redemption Price and the Decreased Redemption Price for any such shares having previously been purchased and the holder or former holder shall reimburse to the Corporation the difference between the dividend calculated on the Redemption Price and the dividend calculated on the Decreased Redemption Price for any such dividends declared and paid, which amount shall bear interest at the annual prime rate as charged to the Corporation by its principal banker from time to time, reckoned from the date of Purchase or the date of the payment of the dividend, whichever may be the case.

2.10 **"Shareholders"** means the Common Shareholders and Preferred Shareholders.

2.11 **"Shares"** means the Common Shares and the Preferred Shares.

### 3. **COMMON SHARES**

3.1 **Voting Right.** The Common Shareholders shall have the right to receive notice of any meeting of Shareholders, to attend such meeting and to vote at all meetings of Shareholders and shall have on a poll such number of votes or fractional vote in respect of each outstanding Common Share such that the total number of votes of the Common Shareholders, collectively, shall at all times be twenty percent (20%) of all issued and outstanding Shares, notwithstanding the number of Common Shares issued and outstanding at any given time.

### 3.2 Dividends.

- (a) **Discretionary Dividends:** If, in any year, after the dividends to which the respective holders of each of the Preferred Shares may be entitled have been paid or provided for, there remain any profits or surplus available for dividends, such profits or surplus, or any part thereof, may, at the discretion of the Board be distributed as dividends solely and exclusively to the holders of Common Shares as the Board shall, in its sole discretion, determine at any time and from time to time.
- (b) **Restriction.** Notwithstanding the foregoing, no dividend shall be paid on the Common Shares which would result in the realizable value of the net assets of the Corporation being insufficient to redeem or otherwise acquire any or all issued and outstanding Preferred Shares.

- 3.3 **Liquidation.** Subject to the rights, privileges, conditions and restrictions attaching to the Preferred Shares, the Common Shareholders are entitled to receive the residual assets of the Corporation upon a Distribution of Assets on a *pari passu* basis without any preference, priority or distinction between the Common Shareholders.

## 4. PREFERRED SHARES

- 4.1 **Voting Right.** The Preferred Shareholders shall have the right to receive notice of any meeting of Shareholders, to attend such meeting and to vote at all meetings of Shareholders and shall have on a poll such number of votes or fractional vote in respect of each outstanding Preferred Share such that the total number of votes of the Preferred Shareholders, collectively, shall at all times be eighty percent (80%) of all issued and outstanding Shares, notwithstanding the number of Preferred Shares issued and outstanding at any given time.

- 4.2 **Rules and Procedures for Redemptions.** All redemptions of Preferred Shares will be in accordance with the following rules and procedures:

- (a) no redemption of Preferred Shares shall be made until twenty (20) years after the date of issue of the Preferred Shares (hereinafter called the "**Redemption Commencement Date**");
- (b) following the Redemption Commencement Date:
  - (i) if there is more than one holder of the Preferred Shares being the object of a notice of redemption or corporation notice, then:
    - 1) in the case of a redemption at the request of the holder, the Corporation will be obligated to redeem all of the Preferred Shares



- pro rata* according to the number of Preferred Shares held by each holder thereof who has delivered to the Corporation a notice of redemption at least five (5) business days prior to the redemption date;
- 2) in the case of a redemption at the request of the Corporation, the Corporation will be obligated to redeem all of the Preferred Shares *pro rata* according to the number of Preferred Shares held by all of the holders thereof;
- 3) in each case, disregarding fractions and subject to any lawful agreement or joint direction of all of the holders of the class or classes of Preferred Shares to be redeemed;
- (ii) on the redemption date, the Corporation will, on presentation and surrender of the certificate (if any) representing a Preferred Share to be redeemed, at the principal business office of the Corporation or at the office of the Corporation's registrar and transfer agent, pay or cause to be paid, to or to the order of the registered holder of the Preferred Share, an amount equal to the Redemption Price therefor plus any dividends declared thereon but unpaid less any redemption fee which the Board may at any time and from time to time prescribe (the "**Net Redemption Amount**"), by certified cheque, bank draft or wire transfer of immediately available funds;
- (iii) if less than all of the Preferred Shares evidenced by a certificate are redeemed, a new certificate for the balance will be issued at the request of the holder and at the expense of the Corporation;
- (iv) after the redemption date, the holder of a Preferred Share called for redemption will not be entitled to exercise any of the rights of a holder thereof unless payment of the Net Redemption Amount is not made in accordance with the provisions of the Articles, in which case the rights of the holder will thereupon be restored; and

- (v) if a Preferred Share to be redeemed is represented by a certificate and the holder thereof fails to present and surrender such certificate before the expiration of fifteen (15) days after the redemption date for such Preferred Share, the Corporation may deposit the Net Redemption Amount for such Preferred Share in a special account at any commercial bank in the City of Montreal selected by the Board to be paid without interest to or to the order of the holder upon presentation and surrender to such bank of the certificate, and upon the making of such deposit every Preferred Share in respect of which the deposit is made will be deemed to be redeemed and the rights of the holder thereof after such deposit will be limited to receiving without interest the Net Redemption Amount so deposited against presentation and surrender of the certificate.

## 5. CLASS A PREFERRED SHARES

### 5.1 Dividends:

- (a) The Class A Preferred Shareholders, on a *pari passu* basis without any preference, priority or distinction between the Preferred Shareholders, shall, in each year, at the discretion of the Board but always in preference and priority to any payment of dividends on the Common Shares for such year, be entitled, out of any profits or surplus available for dividends, to a fixed cumulative dividend at the rate of 5.5% of the Redemption Price for such Class A Preferred Shares. This dividend rate may be adjusted by the unanimous agreement of all the Shareholders.
- (b) For greater certainty it is hereby declared that (i) the dividend rate set forth in Section 5.1(a) above shall mean, in respect of any Class A Preferred Share, dividends computed at that rate for at least the number of days during which such Share was outstanding during the year in respect of which the computation is being made and (ii) nothing herein contained or implied shall require prorating of dividends in respect of any Class A Preferred Shares not outstanding for the whole of any period for or in respect of which such dividends are being declared. The Board may, however, in their discretion, prorate dividends in respect of any Class A Preferred Shares not outstanding for the whole of any period for or in respect of which dividends are being declared if such right of prorating was reserved by the Corporation at the time of the allotment and issue of such Class A Preferred Shares.

5.2 **Non-Participating Shares:** The Class A Preferred Shareholders shall not be entitled to receive any dividends exceeding the dividend stipulated in Section 5.1 above.

5.3 **Liquidation:** In the event of a Distribution of Assets, the Class A Preferred Shareholders shall be entitled to receive, subject to availability, an amount equal to the Redemption Price thereof plus any dividends declared thereon but unpaid on a *pari passu* basis

without any preference, priority or distinction between the classes of Preferred Shareholders.

5.4 **Non-Participating:** The Class A Preferred Shares shall not confer any further right to participate in the assets or profits of the Corporation.

5.5 **Redemption at Request of Holder:** Following the Redemption Commencement Date, if a holder of one or more Class A Preferred Shares delivers to the Corporation a written request (the "**Class A Notice of Redemption**") that the Corporation redeem at the Redemption Price in accordance with the rules and procedures set forth in Section 4.2, all or some specified number less than all of such Class A Preferred Shares held by such holder, the Corporation will, unless it is prohibited by law from effecting the requested redemption, redeem every Class A Preferred Share it is so requested to redeem, on the 30<sup>th</sup> day following receipt of the Class A Notice of Redemption. Within ten (10) days of receipt of a Class A Notice of Redemption, the Corporation shall deliver a copy thereof to each other holder of Class A Preferred Shares being the object of such Class A Notice of Redemption.

5.6 **Redemption at Request of Corporation:** Following the Redemption Commencement Date, the Corporation may, by delivering written notice (the "**Class A Corporation Notice**") to a holder of Class A Preferred Shares, redeem at the Redemption Price such number and class of Class A Preferred Shares held by the holder set out in the Class A Corporation Notice in accordance with the rules and procedures set forth in Section 4.2, on or before the 30<sup>th</sup> day following the date of delivery of the Class A Corporation Notice.

## 6. **CLASS B PREFERRED SHARES**

### 6.1 **Dividends:**

- (a) The Class B Preferred Shareholders, on a *pari passu* basis without any preference, priority or distinction between the Preferred Shareholders, shall, in each year, at the discretion of the Board but always in preference and priority to any payment of dividends on the Common Shares for such year, be entitled, out of any profits or surplus available for dividends, to a fixed cumulative dividend at the rate of 5.5% of the Redemption Price for such Class B Preferred Shares. This dividend rate may be adjusted by the unanimous agreement of all the Shareholders.
- (b) For greater certainty it is hereby declared that (i) the dividend rate set forth in Section 6.1(a) above shall mean, in respect of any Class B Preferred Share, dividends computed at that rate for at least the number of days during which such Share was outstanding during the year in respect of which the computation is being made and (ii) nothing herein contained or implied shall require prorating of dividends in respect of any Class B Preferred Shares not outstanding for the whole of any period for or in respect of which such dividends are being declared.

The Board may, however, in their discretion, prorate dividends in respect of any Class B Preferred Shares not outstanding for the whole of any period for or in respect of which dividends are being declared if such right of prorating was reserved by the Corporation at the time of the allotment and issue of such Class B Preferred Shares.

- 6.2 **Non-Participating Shares:** The Class B Preferred Shareholders shall not be entitled to receive any dividends exceeding the dividend stipulated in Section 6.1 above.
- 6.3 **Liquidation:** In the event of a Distribution of Assets, the Class B Preferred Shareholders shall be entitled to receive, subject to availability, an amount equal to the Redemption Price thereof plus any dividends declared thereon but unpaid on a *pari passu* basis without any preference, priority or distinction between the classes of Preferred Shareholders.
- 6.4 **Non-Participating:** The Class B Preferred Shares shall not confer any further right to participate in the assets or profits of the Corporation.
- 6.5 **Redemption at Request of Holder:** Following the Redemption Commencement Date, if a holder of one or more Class B Preferred Shares delivers to the Corporation a written request (the "**Class B Notice of Redemption**") that the Corporation redeem at the Redemption Price in accordance with the rules and procedures set forth in Section 4.2, all or some specified number less than all of such Class B Preferred Shares held by such holder, the Corporation will, unless it is prohibited by law from effecting the requested redemption, redeem every Class B Preferred Share it is so requested to redeem, on the 30<sup>th</sup> day following receipt of the Class B Notice of Redemption. Within ten (10) days of receipt of a Class B Notice of Redemption, the Corporation shall deliver a copy thereof to each other holder of Class B Preferred Shares being the object of such Class B Notice of Redemption.
- 6.6 **Redemption at Request of Corporation:** Following the Redemption Commencement Date, the Corporation may, by delivering written notice (the "**Class B Corporation Notice**") to a holder of Class B Preferred Shares, redeem at the Redemption Price such number and class of Class B Preferred Shares held by the holder set out in the Class B Corporation Notice in accordance with the rules and procedures set forth in Section 4.2, on or before the 30<sup>th</sup> day following the date of delivery of the Class B Corporation Notice.

7. **CLASS C PREFERRED SHARES**

7.1 **Dividends:**

- (a) The Class C Preferred Shareholders, on a *pari passu* basis without any preference, priority or distinction between the Preferred Shareholders, shall, in each year, at the discretion of the Board but always in preference and priority to any payment

of dividends on the Common Shares for such year, be entitled, out of any profits or surplus available for dividends, to a fixed cumulative dividend at the rate of 5.5% of the Redemption Price for such Class C Preferred Shares. This dividend rate may be adjusted by the unanimous agreement of all the Shareholders.

- (b) For greater certainty it is hereby declared that (i) the dividend rate set forth in Section 7.1(a) above shall mean, in respect of any Class C Preferred Share, dividends computed at that rate for at least the number of days during which such Share was outstanding during the year in respect of which the computation is being made and (ii) nothing herein contained or implied shall require prorating of dividends in respect of any Class C Preferred Shares not outstanding for the whole of any period for or in respect of which such dividends are being declared. The Board may, however, in their discretion, prorate dividends in respect of any Class C Preferred Shares not outstanding for the whole of any period for or in respect of which dividends are being declared if such right of prorating was reserved by the Corporation at the time of the allotment and issue of such Class C Preferred Shares.

- 7.2 **Non-Participating Shares:** The Class C Preferred Shareholders shall not be entitled to receive any dividends exceeding the dividend stipulated in Section 7.1 above.
- 7.3 **Liquidation:** In the event of a Distribution of Assets, the Class C Preferred Shareholders shall be entitled to receive, subject to availability, an amount equal to the Redemption Price thereof plus any dividends declared thereon but unpaid on a *pari passu* basis without any preference, priority or distinction between the classes of Preferred Shareholders.
- 7.4 **Non-Participating:** The Class C Preferred Shares shall not confer any further right to participate in the assets or profits of the Corporation.
- 7.5 **Redemption at Request of Holder:** Following the Redemption Commencement Date, if a holder of one or more Class C Preferred Shares delivers to the Corporation a written request (the "**Class C Notice of Redemption**") that the Corporation redeem at the Redemption Price in accordance with the rules and procedures set forth in Section 4.2, all or some specified number less than all of such Class C Preferred Shares held by such holder, the Corporation will, unless it is prohibited by law from effecting the requested redemption, redeem every Class C Preferred Share it is so requested to redeem, on the 30<sup>th</sup> day following receipt of the Class C Notice of Redemption. Within ten (10) days of receipt of a Class C Notice of Redemption, the Corporation shall deliver a copy thereof to each other holder of Class C Preferred Shares being the object of such Class C Notice of Redemption.
- 7.6 **Redemption at Request of Corporation:** Following the Redemption Commencement Date, the Corporation may, by delivering written notice (the "**Class C Corporation Notice**") to a holder of Class C Preferred Shares, redeem at the Redemption Price such

number and class of Class C Preferred Shares held by the holder set out in the Class C Corporation Notice in accordance with the rules and procedures set forth in Section 4.2, on or before the 30<sup>th</sup> day following the date of delivery of the Class C Corporation Notice.

**8. PRIMACY OF THE CBCA**

Notwithstanding the provisions hereof, any and all actions to be taken and any and all payments to be made by the Corporation or its Board pursuant to the provisions hereof shall be subject to such overriding restrictions, limitations, prohibitions and conditions as may from time to time be set forth in the CBCA.

\* \* \*