

Certificate of Amendment

Certificat de modification

Business Corporations Act

Loi sur les sociétés par actions

GOEASY LTD.

Corporation Name / Dénomination sociale

1039046

Ontario Corporation Number / Numéro de société de l'Ontario

This is to certify that these articles are effective on

La présente vise à attester que ces statuts entreront en
vigueur le

May 17, 2022 / 17 mai 2022

V. Quintanilla W.

Director / Directeur

Business Corporations Act / Loi sur les sociétés par actions

The Certificate of Amendment is not complete
without the Articles of Amendment

Certified a true copy of the record of the
Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar



Ce certificat de modification n'est pas complet s'il
ne contient pas les statuts de modification

Copie certifiée conforme du dossier du
ministère des Services gouvernementaux et des
Services aux consommateurs.

V. Quintanilla W.

Directeur ou registrateur



Articles of Amendment

Business Corporations Act

Corporation Name (Date of Incorporation/Amalgamation)

GOEASY LTD. (July 31, 1993)

1. The name of the corporation is changed to:

Not amended

2. The number of directors or the minimum/maximum number of directors are amended as follows:

Minimum/Maximum

Min 3 / Max 12

3. The articles are amended as follows:

A. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise. If none, enter "None":

Not amended

B. The classes and any maximum number of shares that the corporation is authorized to issue:

Not amended

C. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors' authority with respect to any class of shares which may be issued in series. If there is only one class of shares, enter "Not Applicable":

Not amended

D. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows. If none, enter "None":

Not amended

E. Other provisions:

Not amended

4. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the Business Corporations Act.

5. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on:

May 12, 2022

The articles have been properly executed by the required person(s).

1039046

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATIONForm 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

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

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

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

1993/07/31

(Year, Month, Day)
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number of directors is/are: minimum and maximum number of directors is/are:
 Nombre d'administrateurs : minimum et maximum d'administrateurs :

Number	minimum and maximum
Nombré	minimum et maximum

	or	
	ou	

5. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante :

The name of the Corporation is changed to gocasy Ltd.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la *Loi sur les sociétés par actions*.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2015-07-29

(Year, Month, Day)
(année, mois, jour)

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

EASYHOME LTD.

(Print name of corporation from Article 1 on page 1)
(Veuillez écrire le nom de la société de l'article un à la page une).

By/
Par :



(Signature)
(Signature)

President & Chief Executive Officer
(Description of Office)
(Fonction)

2. shareholders will not be entitled to receive any fractional shares on the aforesaid subdivision, and in lieu of fractional shares, shareholders otherwise entitled to a fraction of a share, will receive an amount in cash equal to the product of the fraction and the volume weighted average trading price of the Common Shares on the Toronto Stock Exchange in the period of five trading days immediately subsequent to the date on which the Common Shares commence trading on the Toronto Stock Exchange giving effect of such subdivision.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2005/05/10

(Year, Month, Day)
 (année, mois, jour)

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

EASYHOME LTD.

(Name of Corporation) (If the name is to be changed by these articles set out current name)
(Dénomination sociale de la société) (Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).

By/
 Par :


 (Signature)
 (Signature)

Chief Financial Officer

(Description of Office)
 (Fonction)

1039046



Ministry of
Consumer and
Ontario Business Services
CERTIFICATE
This is to certify that these articles
are effective on

Ministère des Services
aux consommateurs
et des entreprises
CERTIFICAT
Ceci certifie que les présents statuts
entrent en vigueur le

OCTOBER 3 0 OCTOBRE, 2003

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

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

Form 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

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

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu) (écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

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

1993-07-31

(Year, Month, Day)
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number of directors is/are: **or** minimum and maximum number of directors is/are:
 Nombre d'administrateurs : **ou** nombres minimum et maximum d'administrateurs :

Number or minimum and maximum
 Nombre ou minimum et maximum

11/11/2011

<p>1. <i>Staphylococcus aureus</i></p> <p>2. <i>Staphylococcus aureus</i></p> <p>3. <i>Staphylococcus aureus</i></p> <p>4. <i>Staphylococcus aureus</i></p> <p>5. <i>Staphylococcus aureus</i></p> <p>6. <i>Staphylococcus aureus</i></p> <p>7. <i>Staphylococcus aureus</i></p> <p>8. <i>Staphylococcus aureus</i></p> <p>9. <i>Staphylococcus aureus</i></p> <p>10. <i>Staphylococcus aureus</i></p>	<p>1. <i>Staphylococcus aureus</i></p> <p>2. <i>Staphylococcus aureus</i></p> <p>3. <i>Staphylococcus aureus</i></p> <p>4. <i>Staphylococcus aureus</i></p> <p>5. <i>Staphylococcus aureus</i></p> <p>6. <i>Staphylococcus aureus</i></p> <p>7. <i>Staphylococcus aureus</i></p> <p>8. <i>Staphylococcus aureus</i></p> <p>9. <i>Staphylococcus aureus</i></p> <p>10. <i>Staphylococcus aureus</i></p>
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5. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante :

The articles of the corporation are amended by deleting Section 5.2, Redemption Limit, of the Articles of Amendment dated December 2, 2002.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2003-Oct-30

(Year, Month, Day)
 (année, mois, jour)

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

EASYHOME LTD.

(Name of Corporation) (If the name is to be changed by these articles set out current name)
(Dénomination sociale de la société) (Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).

By/
 Par :

SE WILLIAM JOHNSON

SW Johnson

(Signature)
 (Signature)

Chief Financial Officer

(Description of Office)
 (Fonction)



Ministry of
Consumer and
Business Services
CERTIFICATE
This is to certify that these articles
are effective on

Ministère des Services
aux consommateurs
et aux entreprises
CERTIFICAT
Ceci certifie que les présents statuts
entrent en vigueur le

Ontario Corporation Number
Numéro de la société en Ontario

1039046

JULY 2 JUILLET, 2003

[Signature]
Director / Directrice

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

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

Form 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

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

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu): (Écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

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

July 31, 1993

(Year, Month, Day)
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number (or minimum and maximum number) of directors is/are:
Nombre (ou nombres minimal et maximal) d'administrateurs :

number	or	minimum	and	maximum
nombre	ou	<i>minimal</i>	et	<i>maximal</i>

5. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante :

The articles of the corporation are amended to change the name of the corporation from RTO ENTERPRISES INC. to EASYHOME LTD.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2003 - 05 - 01

(Year, Month, Day)
 (année, mois, jour)

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

RTO ENTERPRISES INC.

(Name of Corporation)
 (Dénomination sociale de la société)

(If the name is to be changed by these articles set out current name)
 (Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).

By/
 Par :



(Signature)
 (Signature)

Chairman

(Description of Office)
 (Fonction)

For Ministry Use Only
À l'usage exclusif du ministère



Ministry of
Consumer and
Ontario Business Services
CERTIFICATE
This is to certify that these articles
are effective on

Ministère des Services
aux consommateurs
et aux entreprises
CERTIFICAT
Ceci certifie que les présents statuts
entrent en vigueur le

Ontario Corporation Number
Numéro de la société en Ontario

1039046

DECEMBER - 2 DÉCEMBRE, 2002

Blanton
Blanton / Blanton

Business Corporations Act / Loi sur les sociétés par actions

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

Form 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

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

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu): (Écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

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

1993 - 07 - 31

(Year, Month, Day)
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.
Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number (or minimum and maximum number) of directors is/are:
Nombre (ou nombres minimal et maximal) d'administrateurs :

number	or	minimum	and	maximum
nombre	ou	<i>minimal</i>	et	<i>maximal</i>

Schedule "A"

The first series of Preference Shares shall be designated Series A Preference Shares (the "**Series A Preference Shares**") and, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions (the "**Series A Provisions**"):

1. INTERPRETATION

1.1 Definitions

Where used in these Series A Provisions, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

- (a) "**Act**" means the *Business Corporations Act* (Ontario) as such statute may from time to time be amended, varied, replaced or re-enacted;
- (b) "**Aggregate Subscription Price**" means the subscription price paid by the Series A Holders for all of the issued and outstanding Series A Preference Shares;
- (c) "**board of directors**" means the board of directors of the Corporation for the time being;
- (d) "**business day**" means a day other than a Saturday, Sunday or any other day treated as a holiday in the municipality in Canada in which the Corporation's registered office is then situated;
- (e) "**change in control**" shall mean an event which results in a person acquiring the greater of (i) more than twenty per cent (20%) of the outstanding common shares of the Corporation or (b) more than the number of common shares held by Donald K. Johnson and his related parties (as such term is defined in Ontario Securities Commission Rule 61-501) as reported by Donald K. Johnson to the securities regulatory authorities from time to time;
- (f) "**Quarter**" shall mean any quarter in the Corporation's fiscal year;
- (g) "**Redemption Price per Share**" shall mean \$1.00;
- (h) "**Retraction Price per Share**" shall mean \$1.00;
- (i) "**Series A Holders**" shall mean a person recorded on the securities register of the Corporation for the Series A Preference Shares as being the registered holder of one or more Series A Preference Shares;
- (j) "**Trigger Event**" shall mean the following:
 - (i) any public equity offering, take-over bid, placement or payment which results in a change in control of the Corporation without the prior written consent of the Series A Holders; or

- (ii) any sale of twenty-five per cent (25%) or more of the Corporation's rental assets; and

(k) "Trustee" shall mean Equity Transfer Services Inc.

1.2 Gender, etc.

Words importing only the singular number include the plural and vice versa and words importing any gender include all genders.

1.3 Headings

The division of these Series A Provisions into Articles, sections, clauses or other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation thereof.

1.4 Business Day

In the event that any date upon which any dividends on the Series A Preference Shares are payable by the Corporation, or upon or by which any other action is required to be taken by the Corporation or any Series A Holder hereunder, is not a business day, then such dividend shall be payable or such other action shall be required to be taken on or by the next succeeding day which is a business day.

1.5 Business Corporations Act (Ontario)

These Series A Provisions shall be governed by and are subject to the applicable provisions of the Act and all other laws binding upon the Corporation and, except as otherwise expressly provided herein, all terms used herein which are defined in the Act shall have the respective meanings ascribed thereto in the Act.

2. VOTING RIGHTS

Except as herein specifically provided or as otherwise provided by law, the Series A Holders shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation. The Series A Holders shall be entitled to receive notice of meetings of shareholders of the Corporation called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all of the property of the Corporation other than in the ordinary course of business of the Corporation under subsection 184(3) of the Act.

3. DIVIDENDS

3.1 Declaration and Payment of Dividends

The Series A Holders, in priority to the common shares and any other shares ranking junior to the Series A Preference Shares, shall be entitled to receive, and the Corporation shall pay thereon, as and when declared by the board of directors out of moneys of the Corporation properly applicable to the payment of dividends, fixed, preferential, cumulative, cash dividends at the rate of twelve per cent (12%) per annum calculated on the Aggregate Subscription Price, payable monthly in arrears on the

first business day of each following month. Such dividends shall accrue on outstanding Series A Preference Shares, on a daily basis, commencing on their date of issuance.

The Series A Holders shall not be entitled to any dividends other than, or in excess of, the dividends provided for in this Section 3.

3.2 Accumulation of Dividends

If on any dividend payment date the dividend payable on such date is not paid in full on all the Series A Preference Shares then issued and outstanding, such dividend or the unpaid part thereof shall be paid on a subsequent dividend payment date or dates determined by the board of directors on which the Corporation shall have sufficient moneys properly applicable to the payment of same.

3.3 Payment of Dividends

Any dividends declared on the Series A Preference Shares shall be paid by forwarding by prepaid first class mail, mailed not less than three business days prior to the next dividend payment date, addressed to each Series A Holder at his address as it appears on the securities register of the Corporation or, in the case of joint holders, to the address of that one of the joint holders whose name stands first in the securities register of the Corporation, a cheque for such dividends (less the amount of any tax or other amounts required by applicable law to be deducted or withheld by the Corporation) payable to or to the order of such Series A Holder (or, in the case of joint holders, payable to, and in the name of, all such holders, failing written instructions from them to the contrary) in lawful money of Canada at par at any branch in Canada of any Canadian chartered bank or trust company licensed under the laws of Canada or a province thereof and payable on the dividend payment date. Notwithstanding the foregoing, any such dividend cheque may be delivered to a Series A Holder at his address as aforesaid. The mailing or delivery of any such cheque in the foregoing manner shall satisfy such dividends to the extent of the sum represented by such cheque (plus the amount of any tax or other amounts required to be deducted or withheld as aforesaid and remitted to the proper taxing authority) unless such cheque is not paid on presentation. Dividends which are represented by cheques which have not been duly presented for payment within six years after they were issued or which otherwise remain unclaimed for a period of six years from the date on which they were declared to be payable and set apart for payment shall be forfeited to the Corporation.

4. RETRACTION

4.1 Retraction

Subject to the provisions of the Act, and subject to and upon compliance with the provisions of this Section 4, in the event that a Trigger Event occurs, the Corporation shall be required, if a Series A Holder so elects, to redeem all the issued and outstanding Series A Preference Shares at the Retraction Price per Share, plus an amount equal to all accrued and unpaid cumulative preferential dividends thereon, whether or not declared, calculated to but excluding the date on which such Series A Preference Shares are redeemed pursuant to this Section 4.1.

4.2 Procedure for Retraction

- (a) *Notice.* Except as otherwise provided herein, in the case of redemption pursuant to Section 4.1, the Corporation shall, within five days following the occurrence of a Trigger Event, give written notice to the Series A Holders of the rights provided for in Section 4.1, which notice shall include a description of the Trigger Event that occurred.
- (b) *Failure to Give Notice.* The rights of the Series A Holders to require redemption and the obligation of the Corporation to redeem Series A Preference Shares upon the occurrence of a Trigger Event shall not be affected by the failure of the Corporation to give the notice provided for in paragraph (a) and the Series A Holders shall be entitled to require such redemption (subject to the provisions of this Section 4) at any time prior to the giving of such notice.
- (c) *Retraction upon Trigger Event.* Every Series A Holder who elects to have the Corporation redeem all or any Series A Preference Shares shall, at any time following the occurrence of a Trigger Event, deposit at the registered office of the Corporation the certificate(s) representing the Series A Preference Shares which the Series A Holder desires to have redeemed by the Corporation. The Series A Holder shall, at the time of depositing such certificate(s), also file with the Corporation a notice of election to redeem. Subject as hereinafter provided in this Section 4, the Corporation shall, within 60 days of the deposit of such certificate(s) and the filing of such notice of election, redeem the Series A Preference Shares in respect of which certificate(s) have been deposited and with respect to which the Series A Holders have signified their election as aforesaid by paying the Retraction Price per Share for each Series A Preference Share to be redeemed to the Series A Holder entitled thereto.
- (d) *Payment of Retraction Price per Share.* Payments of the Retraction Price per Share made in accordance with the foregoing provisions of this Section 4.2 shall be made by cheque of the Corporation payable to or to the order of the Series A Holder entitled thereto at par at any branch in Canada of any Canadian chartered bank or trust company licensed under the laws of Canada or a province thereof. Such cheque shall satisfy and discharge all liability of the Corporation for the Retraction Price per Share to the extent of the amount represented thereby, unless such cheque is not paid on due presentation. The Series A Preference Shares in respect of which payment is made in accordance with the foregoing provisions of this Section 4.2 shall be deemed to have been redeemed on the date on which such payment is made and the Series A Holders thereof shall cease to be entitled to dividends or to exercise any of the rights of holders thereof from such date, unless payment of the Retraction Price per Share is not made as aforesaid in which event, subject as hereinafter provided, the rights of the Series A Holders of such Series A Preference Shares shall remain unimpaired. Redemption moneys that are represented by a cheque that has not been presented for payment or that otherwise remain unclaimed for a period of six years from the date specified for redemption shall be forfeited to the Corporation.

4.3 Retraction Subject to Applicable Law

If the Corporation is not permitted, by insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Corporation ranking on a parity with or prior to the Series A Preference Shares, to redeem all the Series A Preference Shares duly tendered by the Series A Holders pursuant to this Section 4, the Corporation shall redeem only the maximum number of Series A Preference Shares (rounded to the next lower multiple of 100 Series A Preference Shares) which the board of directors determines that the Corporation is then permitted to redeem. Such redemption will be made pro rata (disregarding fractions of shares) from each Series A Holder and the Corporation shall issue and deliver to each Series A Holder a new share certificate, at the expense of the Corporation, representing the Series A Preference Shares not redeemed by the Corporation.

If the Corporation fails to redeem because insolvency provisions or other provisions of applicable law or the rights, privileges, restrictions and conditions attaching to any shares of the Corporation ranking on a parity with or prior to the Series A Preference Shares, then the Corporation shall redeem on each dividend payment date after such Series A Preference Shares are tendered in the same manner as is set forth under this Section 4 the number of Series A Preference Shares (rounded to the next lower multiple of 100 Series A Preference Shares) that the board of directors determines the Corporation is then permitted to redeem. The Corporation shall be under no obligation to give any notice to the Series A Holders in respect of the redemptions provided under this Section 4.3.

If the board of directors has acted in good faith in making any of the determinations referred to above as to the number of Series A Preference Shares which the Corporation is permitted at any time to redeem, the board of the directors and the Corporation shall have no liability in the event that any such determination proves inaccurate.

4.4 Election Irrevocable

Except as otherwise provided herein, the election of any Series A Holder to require the Corporation to redeem any Series A Preference Shares pursuant to Section 4.1 shall be irrevocable upon receipt by the Corporation of the certificate(s) for the Series A Preference Shares so to be redeemed and the notice of election of the Series A Holder as aforesaid. To the extent that the Corporation has not redeemed Series A Preference Shares deposited for redemption due to the restrictions of the kind referred to in Section 4.3, any Series A Holder who made an original deposit may withdraw all, but not less than all, of the remaining Series A Preference Shares so deposited by him and not redeemed, in which case the Series A Holder shall be deemed to have elected not to have the unredeemed balance of his deposited Series A Preference Shares redeemed under the provisions of Section 4.3. Such number of Series A Preference Shares withdrawn hereunder shall be released from the deposit and the Corporation shall thereafter have no obligation to redeem pursuant to Section 4.3 any of the Series A Preference Shares so released.

4.5 No Effect on Dividends

The inability of the Corporation to effect the redemption in whole shall not affect or limit the obligation of the Corporation to pay any dividends accrued or accruing on the Series A Preference Shares from time to time not redeemed and remaining outstanding.

5. REDEMPTION AT THE OPTION OF THE CORPORATION (OTHER THAN ON A TRIGGER EVENT)

5.1 Redemption

Subject to the provisions of the Act, the Corporation may, without bonus or penalty, redeem at any time (other than upon a Trigger Event) the whole or from time to time any part of the then outstanding Series A Preference Shares at the Redemption Price per Share, together with all accrued and unpaid cumulative preferential dividends thereon, whether or not declared, calculated to but excluding the date on which such Series A Preference Shares are redeemed pursuant to this Section 5.1.

5.2 Redemption Limit

Notwithstanding anything to the contrary contained herein, the Corporation shall not be entitled to redeem pursuant to Section 5.1 more than 625,000 Series A Preference Shares in each Quarter.

5.3 Partial Redemption

In the event that only part of the Series A Preference Shares is to at any time to be redeemed pursuant to Section 5.1, the Series A Preference Shares to be redeemed shall be selected pro rata (disregarding fractions) from among the Series A Holders of record thereof as at the date of redemption.

5.4 Procedures for Redemption

In any case of redemption of Series A Preference Shares pursuant to Section 5.1, the Corporation shall no less than 10 days and not more than 30 days before the date specified for redemption send by prepaid first class mail or deliver to each Series A Holder a notice in writing of the Corporation's intention to redeem Series A Preference Shares. Accidental failure or omission to give such notice to one or more Series A Holders shall not affect the validity of such redemption, but upon such failure or omission being discovered notice shall be given forthwith to such Series A Holder(s) and such notice shall have the same force and effect as if given in due time. Such notice shall set out the number of Series A Preference Shares which are to be redeemed held by the Series A Holder to whom it is addressed, the Redemption Price per Share, the date specified for redemption and the office(s) of the Corporation and any other place(s) within Canada at which the Series A Holders may present and surrender certificate(s) representing such Series A Preference Shares for redemption.

On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the Series A Holders, the Redemption Price per Share in respect of each Series A Preference Share to be redeemed on presentation and surrender of the certificate(s) representing the Series A Preference Shares called for redemption at the office(s) of the Corporation designated in the aforesaid notice of redemption and at any other place(s) within Canada specified in such notice of redemption.

Payments in respect of the Series A Preference Shares to be redeemed shall be made by cheque of the Corporation payable to or to the order of the Series A Holder entitled thereto at par at any branch in Canada of any Canadian chartered bank or trust company licensed under the laws of Canada or a province thereof. Such cheque shall satisfy and discharge all liability of the Corporation for the

Redemption Price per Share to the extent of the amount represented thereby, unless such cheque is not paid on due presentation.

Subject as hereinafter provided, from and after the date specified for redemption in any such notice of redemption, the Series A Preference Shares called for redemption shall cease to be entitled to dividends or any other participation in the assets of the Corporation and the Series A Holders holding such Series A Preference Shares shall not be entitled to exercise any of their other rights as shareholders in respect thereof unless payment of the Redemption Price per Share shall not be made upon presentation and surrender of the certificate(s) in accordance with the foregoing provisions, in which case the rights of the Series A Holders shall remain unaffected.

Notwithstanding anything to the contrary contained herein, the Corporation shall have the right, at any time on or after the mailing or delivery of notice of its intention to redeem Series A Preference Shares, to deposit the Redemption Price per Share for each Series A Preference Share so called for redemption, or of such of the Series A Preference Shares which are represented by certificate(s) which have not at the date of such deposit been surrendered by the Series A Holders thereof in connection with such redemption, to a special account maintained by the Corporation with the Trustee to be paid without interest to or to the order of the respective Series A Holders whose shares have been called for redemption, upon presentation and surrender to the Trustee of the certificate(s) representing such shares. Upon such deposit being made, the Series A Preference Shares in respect of which such deposit shall have been made shall be deemed to have been redeemed and the rights of the holders thereof after such deposit shall be limited to receiving their proportion of the amount so deposited without interest, upon presentation and surrender to the Trustee of the certificate(s) representing the Series A Preference Shares being redeemed. Any interest allowed on any such deposit shall belong to the Corporation.

Redemption moneys that are represented by a cheque that has not been presented for payment or that otherwise remain unclaimed (including moneys held on deposit to a special account as provided for above) for a period of six years from the date specified for redemption shall be forfeited to the Corporation.

6. REDEMPTION AT THE OPTION OF THE CORPORATION (UPON A TRIGGER EVENT)

6.1 Redemption

Subject to the provisions of the Act, upon a Trigger Event, the Corporation may, without bonus or penalty, redeem the whole of the then outstanding Series A Preference Shares at the Redemption Price per Share, together with all accrued and unpaid cumulative preferential dividends thereon, whether or not declared, calculated to but excluding the date on which such Series A Preference Shares are redeemed pursuant to this Section 6.1.

6.2 Procedures for Redemption

The provisions of Section 5.4 shall apply, *mutatis mutandis*, to the redemption of Series A Preference Shares pursuant to Section 6.1.

7. RANKING OF PREFERENCE SHARES

7.1 No Priority Over Other Series of Preference Shares

No rights, privileges, restrictions or conditions attaching to the Series A Preference Shares shall confer upon the Series A Preference Shares a priority in respect of dividends or in respect of a return of capital in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, over the shares of any other series of preference shares.

7.2 Priority over Common and Other Shares

The Series A Preference Shares, as a class, shall be entitled to priority over the common shares of the Corporation and over any other shares of any other class of the Corporation ranking junior to the Series A Preference Shares with respect to priority in the payment of dividends and/or the return of capital and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

7.3 Cumulative Dividends and Return of Capital

If any amount of cumulative dividends, whether or not declared, or amounts payable on a return of capital in the event of the liquidation, dissolution or winding-up of the Corporation in respect of the Series A Preference Shares are not paid in full, the preference shares of all series shall participate rateably in respect of all accumulated cumulative dividends, whether or not declared, and all declared non-cumulative dividends, and in respect of amounts payable on return of capital in the event of the liquidation, dissolution or winding-up of the Corporation; 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 the preference shares with respect to amounts payable on 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.

8. AMENDMENTS TO SERIES A PREFERENCE SHARE PROVISIONS

The rights, privileges, restrictions and conditions attaching to the Series A Preference Shares, as a class, may not be deleted, amended, modified or varied in whole or in part except with the prior approval of the Series A Holders given in the manner provided in Section 9, in addition to any other approval required by the Act.

9. CONSENTS AND APPROVALS

The approval of the Series A Holders with respect to any and all matters hereinbefore referred to may be given by not less than two-thirds (2/3) of the votes cast at a meeting of the Series A Holders duly called for that purpose and held upon at least 21 days' notice, at which Series A Holders holding not less than twenty-five (25%) of the outstanding Series A Preference Shares are present or represented by proxy. If at any such meeting Series A Holders holding twenty-five per cent (25%) of the outstanding Series A Preference Shares are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date being not less than 30 days later and to such time and place as may be determined by the person appointed as the chairman of

the meeting by the persons present and entitled to vote at such meeting (and, for such purpose, the presence of one Series A Holder or of a proxy therefor shall constitute a quorum) and not less than 21 days' notice shall be given of such adjourned meeting. At such adjourned meeting the Series A Holders 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 adjourned meeting shall constitute the approval of the Series A Holders referred to above. The formalities to be observed in respect of the giving of notice of any such meeting or any such adjourned meeting and the conduct thereof shall be those from time to time prescribed by the Act and the by-laws of the Corporation with respect to meetings of shareholders. On every poll taken at a meeting of Series A Holders, as a class, each Series A Holder entitled to vote thereat shall have one vote in respect of each \$1.00 of stated capital attributable to each Series A Preference Share held by him.

10. NOTICES

Any notice, cheque or other document required or permitted to be given or delivered by the Corporation to any Series A Holder pursuant to the terms hereof shall be sent by first class mail, postage prepaid, or delivered to the Series A Holder, at his last known address set out in the securities register of the Corporation.

Any notice, certificate or other document required or permitted to be given, deposited or delivered by a Series A Holder to the Corporation shall be sent by first class mail, postage prepaid, or delivered to the Corporation at its then registered office.

Any notice or other document given, deposited or delivered as aforesaid shall be deemed to be given on the date upon which it is delivered or, if mailed, on the earlier of the date of actual receipt and three business days after the date of mailing.

If mail service is or is threatened to be interrupted at the time when the Corporation or any Series A Holder is required or elects to give, deposit or deliver any notice, certificate, cheque or other document hereunder, such notice, certificate, cheque or other document shall be given, deposited or delivered, as the case may be, by delivery to the aforesaid addresses and such notice, certificate, cheque or other document shall be deemed to be given, deposited or delivered, as the case may be, on the date upon which it is delivered.

5. The articles of the corporation are amended as follows:
Les statuts de la société sont modifiés de la façon suivante :

The articles of the corporation are amended to create the first series of Preference Shares which shall consist of 2,500,000 shares and shall be designated as "Series A Preference Shares".

The rights, privileges, restrictions and conditions attaching to the Series A Preference Shares are set out in the Schedule "A" annexed hereto.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2002 - 11 - 05

(Year, Month, Day)
(année, mois, jour)

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

RTO ENTERPRISES INC.

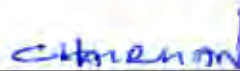
(Name of Corporation)
(Dénomination sociale de la société)

(If the name is to be changed by these articles set out current name)
(Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).

By/
 Par :



(Signature)
(Signature)



(Description of Office)
(Fonction)

For Ministry Use Only
À l'usage exclusif du ministère

 Ontario Consumer and Business Services

CERTIFICATE

This is to certify that these articles
are effective on

Ministère des Services
aux consommateurs
et aux entreprises
CERTIFICAT
Ceci certifie que les présents statuts
entrent en vigueur le

Ontario Corporation Number
Numéro de la société en Ontario

1039046

JULY 30 JUILLET, 2002

Director / Directrice

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

ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION

Form 3
Business
Corporations
Act

Formule 3
Loi sur les
sociétés par
actions

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

[illegible]

2. The name of the corporation is changed to (if applicable): (Set out in BLOCK CAPITAL LETTERS)
Nouvelle dénomination sociale de la société (s'il y a lieu): (Écrire en LETTRES MAJUSCULES SEULEMENT):

[illegible]

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

1993 - 07 - 31

(Year, Month, Day)
(année, mois, jour)

4. Complete only if there is a change in the number of directors or the minimum / maximum number of directors.

Il faut remplir cette partie seulement si le nombre d'administrateurs ou si le nombre minimal ou maximal d'administrateurs a changé.

Number (or minimum and maximum number) of directors is/are:	number	or	minimum	and	maximum
<i>Nombre (ou nombres minimal et maximal) d'administrateurs :</i>	<i>nombre</i>	<i>ou</i>	<i>minimal</i>	<i>et</i>	<i>maximal</i>

5. The articles of the corporation are amended as follow:
Les statuts de la société sont modifiés de la façon suivante :

1. To consolidate the issued and outstanding common shares of the Corporation on the basis of one common share for each 10 common shares currently issued and outstanding; and
2. To provide that all fractions of common shares will be rounded to the next lowest whole number if the first decimal place is less than five and rounded to the next highest whole number if the first decimal place is five or greater.

6. The amendment has been duly authorized as required by sections 168 and 170 (as applicable) of the *Business Corporations Act*.
La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.
7. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on
Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

2002 - 05 - 28

(Year, Month, Day)
(année, mois, jour)

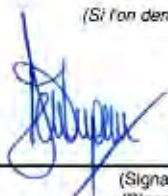
These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

RTO ENTERPRISES INC.

(Name of Corporation)
(Dénomination sociale de la société)

(If the name is to be changed by these articles set out current name)
(Si l'on demande un changement de nom, indiquer ci-dessus la dénomination sociale actuelle).

By/
Par :



(Signature)
(Signature)

Director

(Description of Office)
(Fonction)

1039046

Ministry of
Consumer and
Commercial
Relations

CERTIFICATE
This is to certify that these
articles are effective on

Ministère de
la Consommation
et du Commerce

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

FEBRUARY 09 FÉVRIER, 1994

TRANS
CODE
C
18

Director / Directeur
Business Corporations Act / Loi de sur les compagnies

**ARTICLES OF AMENDMENT
STATUTS DE MODIFICATION**

Form 3
Business
Corporations
Act

Formule 3
Loi
sur les
sociétés
par actions

1. The present name of the corporation is:

Dénomination sociale actuelle de la société:

[illegible]

2. The name of the corporation is changed to (if applicable):

Nouvelle dénomination sociale de la société
(s'il y a lieu):

[illegible]

3. Date of incorporation/amalgamation:

Date de la constitution ou de la fusion:

July 31, 1993 (Amal)

(Day, Month, Year)
(jour, mois, année)

4. The articles of the corporation are amended as follows:

Les statuts de la société sont modifiés de la façon suivante:

1. The Corporation shall be authorized to issue:
 - (i) an unlimited number of preference shares, issuable in series; and
 - (ii) an unlimited number of common shares.
2. The rights, privileges, restrictions and conditions attaching to the preference shares of the Corporation, as a class, and to the common shares of the Corporation, as a class, shall be as follows:

A. PREFERENCE SHARES

The preference shares, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Directors' Authority to Issue in One or More Series

1.1 The directors of the Corporation may issue the preference shares at any time and from time to time in one or more series. Before any shares of a particular series are issued, the directors of the Corporation shall fix the number of shares in such series and shall determine, subject to the limitations set out in the articles, the designation, rights, privileges, restrictions and conditions to be attached to the shares of such series, including, but without in any way limiting or restricting the generality of the foregoing, the rate or rates, amount or method or methods of calculation of any dividends thereon and whether such rate(s), amount or method(s) of calculation shall be subject to change or adjustment in the future, the currency or currencies of payment, the date or dates and place or places of payment thereof and the date or dates from which such dividends shall accrue, the consideration and the terms and conditions of any purchase for cancellation, retraction or redemption rights (if any), the conversion or exchange rights attached thereto (if any) and the terms and conditions of any purchase obligation or sinking fund or other provisions attaching thereto. Before the issue of a series of preference shares, the directors of the Corporation shall send to the Director appointed under the Business Corporations Act, Ontario (as now enacted or from time to time amended, re-enacted or replaced) (the "Act") articles of amendment in prescribed form containing a description of such series including the number of shares in such series and the designation, rights, privileges, restrictions and conditions determined by the directors.

2. Ranking of Preference Shares

2.1 No rights, privileges, restrictions or conditions attaching to a series of preference shares shall confer upon the shares of a series a priority in respect of dividends or in respect of a return of capital in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, over the shares of any other series of preference shares.

2.2 The preference shares, as a class, shall be entitled to such priority over the common shares of the Corporation and over any other shares of any other class of the Corporation ranking junior to the preference shares with respect to priority in the payment of dividends and/or the return of capital and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs as the directors of the Corporation shall determine at the time of determining the number and designation of, and the rights, privileges, restrictions and conditions attaching to, the series of preference shares. The preference shares of any series

may also be given such other preferences not inconsistent with the preferences so determined to attach to the preference shares as a class nor inconsistent with the provisions hereof over the common shares and over any other shares ranking junior to the preference shares as the directors of the Corporation may determine at the time of determining the number and designation of, and the rights, privileges, restrictions and conditions attached to, the shares of such series.

2.3 If any amount of cumulative dividends, whether or not declared, or declared non-cumulative dividends or amounts payable on a return of capital in the event of the liquidation, dissolution or winding-up of the Corporation in respect of a series of preference shares is not paid in full, the preference shares of all series shall participate rateably in respect of all accumulated cumulative dividends, whether or not declared, and all declared non-cumulative dividends, and in respect of amounts payable on return of capital in the event of liquidation, dissolution or winding-up of the Corporation; 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 the preference shares with respect to amounts payable on 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.

3. Voting Rights

3.1 Except as herein specifically provided or as otherwise provided by law, the holders of the preference shares shall not be entitled as such to receive notice of, to attend or to vote at any meeting of the shareholders of the Corporation. The holders of the preference shares shall be entitled to receive notice of meetings of shareholders of the Corporation called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all or substantially all the property of the Corporation other than in the ordinary course of business of the Corporation under subsection 184(3) of the Act.

4. Modification

4.1 The rights, privileges, restrictions and conditions attaching to the preference shares, as a class, may not be deleted, amended, modified or varied in whole or in part except with the prior approval of the holders of the preference shares given as hereinafter specified in addition to any other approval required by the Act.

4.2 The approval of the holders of the preference shares with respect to any and all matters hereinbefore referred to may be given by not less than two-thirds of the votes cast at a meeting of the holders of the preference shares duly called for that purpose and held upon at least 21 days' notice at which the holders of not less than 25 per cent of the outstanding preference shares are present or represented by proxy. If at any such meeting the holders of 25 per cent of the outstanding preference shares are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date being not less than 30 days later and at such

time and place as may be determined by the person appointed as chairman by the persons present and entitled to vote at such meeting (and, for such purpose, the presence of one holder of preference shares or of a proxy therefor shall constitute a quorum) and not less than 21 days' notice shall be given of such adjourned meeting. At such adjourned meeting the holders of the preference 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 of the votes cast at such adjourned meeting shall constitute the approval of the holders of the preference shares referred to above. The formalities to be observed in respect of the giving of notice of any such meeting or any adjourned meeting and the conduct thereof shall be those from time to time prescribed by the Act and the by-laws of the Corporation with respect to meetings of shareholders. On every poll taken at a meeting of holders of preference shares as a class, each holder of preference shares entitled to vote thereat shall have one vote in respect of each \$1.00 of stated capital attributable to each preference share held by him.

B. COMMON SHARES

The common shares, as a class, shall have attached thereto the following rights, privileges, restrictions and conditions:

1. Dividends

1.1 Subject to the prior rights of the holders of any shares of the Corporation ranking senior to the common shares with respect to priority in the payment of dividends, the holders of the common shares shall be entitled to receive dividends and the Corporation shall pay dividends thereon, as and when declared by the Board of Directors of the Corporation out of assets properly applicable to the payment of dividends, in such amount and in such form as the Board of Directors may from time to time determine and all dividends which the directors may declare on the common shares shall be declared and paid in equal amounts per share on all common shares at the time outstanding. Cheques of the Corporation payable at par at any branch of the Corporation's bankers for the time being in Canada shall be issued in respect of any such dividends payable in cash (less any tax required to be withheld by the Corporation) and payment thereof shall satisfy such dividends. Dividends which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed for a period of six years from the date on which they were declared to be payable shall be forfeited to the Corporation.

2. Dissolution

2.1 In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, subject to the prior rights of the holders of any shares of the Corporation ranking senior to the common shares with respect

to priority in the distribution of assets upon liquidation, dissolution or winding-up, the holders of the common shares shall be entitled to receive the remaining property and assets of the Corporation and to participate equally in any distribution thereof without preference or distinction.

3. Voting Rights

3.1 The holders of the common shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation. At any such meeting other than a meeting at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series, each common share shall confer one vote.

4. Creation of other Voting Shares

4.1 No other class or series of shares of the Corporation, other than the common shares, carrying the right to vote at a meeting of the Corporation (other than a meeting at which only the holders of a particular class or series of shares of the Corporation are entitled to vote separately as a class or series) either under all circumstances or under certain circumstances that have occurred and are continuing shall be authorized without the affirmative vote of a majority of the votes cast at a meeting of the holders of common shares voting separately as a class.

5. The amendment has been duly authorized as required by sections 168 & 170 (as applicable) of the Business Corporations Act.

La modification a été dûment autorisée conformément aux articles 168 et 170 (selon le cas) de la Loi sur les sociétés par actions.

6. The resolution authorizing the amendment was approved by the shareholders/directors (as applicable) of the corporation on

Les actionnaires ou les administrateurs (selon le cas) de la société ont approuvé la résolution autorisant la modification le

January 21, 1994

(Day, Month, Year)
(jour, mois, année)

These articles are signed in duplicate.

Les présents status sont signés en double exemplaire.

RTO ENTERPRISES INC.

(Name of Corporation)
(Dénomination sociale de la société)

By/Par:



(Signature)
(Signature)

President

(Description of Office)
(Fonction)

Gordon J. Reykdal

1039046



CERTIFICATE

This is to certify that these articles are effective on

JULY

31

JUILLET, 1993

Ministère de
la Consommation
et du Commerce

CERTIFICAT

Ceci certifie que les présents statuts entrent en vigueur le

Trans
Code
A
18

Line
No.
0
20

Stat
0
28

Comp
Type
A
29

Method
Incorp
3
30

Share
S
31

Notice
Req'd
N
32

Jurisdiction
ONTARIO
33 47

A
57

Form 4
Business
Corporations
Act
Formule
numéro 4
Loi
sur les
compagnies

Director / Directeur
Business Corporations Act / Loi de sur les compagnies

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

1. The name of the amalgamated corporation is: Dénomination sociale de la compagnie issue de la fusion:

R T O ENTERPRISES INC.

2. The address of the registered office is: Adresse du siège social:
Suite 2400, Toronto Dominion Bank Tower, Toronto-Dominion Centre

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)
(Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureau, numéro du bureau)

Toronto, Ontario

M 5 K 1 E 7

(Name of Municipality or Post Office)
(Nom de la municipalité ou du bureau de poste)

(Postal Code)
(Code postal)

City of Toronto

Municipality of Metropolitan Toronto

(Name of Municipality, Geographic Township)
(Nom de la municipalité, du canton)

in
dans le/la

(County, District or Regional Municipality)
(Comté, district, municipalité régionale)

3. Number (or minimum and maximum number) of directors is: Nombre (ou nombres minimal et maximal) d'administrateurs:

A minimum of 3 and a maximum of 10

4. The director(s) is/are:

Administrateur(s):

First name, initials and last name
Prénom, initiales et nom de famille

Residence address, giving Street & No. or R.R. No.,
Municipality and Postal Code
Adresse personnelle, y compris la rue et le numéro, le
numéro de la R.R., le nom de la municipalité et le code
postal

Resident
Canadian
State
Yes or No
Résident
Canadien
Oui/Non

Gordon J. Reykdal

36 Castle Keep
Edmonton, Alberta
T5X 5K6

Yes

Carrie L. Reykdal

36 Castle Keep
Edmonton, Alberta
T5X 5K6

Yes

A. Murray Sinclair

2982 West 44th Avenue
Vancouver, B.C.
V6M 4K3

Yes

5. A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the Business Corporations Act on the date set out below.



- A) Les actionnaires de chaque compagnie qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176 (4) de la Loi sur les compagnies à la date mentionnée ci-dessous.

Check
A or B

Cocher
A ou B

- B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the Business Corporations Act on the date set out below.



- B) Les administrateurs de chaque compagnie qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les compagnies à la date mentionnée ci-dessous. Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

The articles of amalgamation in substance contain the provisions of the articles of incorporation of

and are more particularly set out in these articles.

et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des compagnies qui fusionnent	Ontario Corporation Number Numéro de la compagnie en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation
RTO ENTERPRISES INC.	1038310	July 26, 1993
AUMO EXPLORATIONS INC.	464692	July 26, 1993

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation exercise. Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la compagnie.

None

7. The classes and any maximum number of shares that the corporation is authorized to issue: Catégories et nombre maximal, s'il y a lieu, d'actions que la compagnie est autorisée à émettre:

An unlimited number of common shares without nominal or par value

- | | |
|---|---|
| <p>8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series.</p> | <p>Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série</p> |
|---|---|

1. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) Voting. The holders of common shares shall be entitled to vote at all meetings of shareholders.
- (b) Dividends. The holders of common shares shall be entitled to receive dividends as and when declared thereon by the board of directors of the Corporation.
- (c) Dissolution. In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of common shares shall be entitled to receive the remaining property of the Corporation upon dissolution, liquidation or winding up of the Corporation.

Conversion of Shares

The shares in the capital of the amalgamating corporations which are issued and outstanding immediately prior to the Amalgamation become effective shall be converted into issued and outstanding common shares of the amalgamated corporation ("Amalco") as follows:

- (a) Each one (1) issued and outstanding common share of RTO Enterprises Inc. shall be converted into one (1) Amalco common share;
- (b) Each one (1) issued and outstanding common share of Aumo Explorations Inc. shall be converted into one quarter (1/4) of one (1) Amalco common share.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows: L'émission, le transfert ou la propriété d'actions est/n'est pas restreinte. Les restrictions, s'il y a lieu, sont les suivantes:

None

10. Other provisions (if any): Autres dispositions, s'il y a lieu:

1. Without restricting any of the powers and capabilities of the Corporation, whether derived from the Act or otherwise, the Board of Directors may, from time to time without authorization from the shareholders:
 - (a) Borrow money upon the credit of the Corporation;
 - (b) Limit or increase the amount to be borrowed;
 - (c) Issue, reissue, sell or pledge debt obligations of the Corporation for such sums and for such prices as may be deemed expedient;
 - (d) Subject to Section 20 of the Act, give a guarantee on behalf of the Corporation to secure the performance of any obligation by any person.

11. The statements required by subsection 178(2) of the Business Corporations Act are attached as Schedule "A". Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les compagnies constituent l'annexe "A".
12. A copy of the amalgamation agreement or directors resolutions (as the case may be) is/are attached as Schedule "B". Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe "B".


These article are signed in duplicate.

Les présents statuts sont signés en double exemplaire.

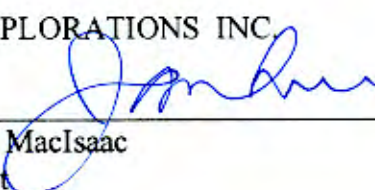
Names of the amalgamating corporations and
signatures and descriptions of office of their proper
officers

Dénomination sociale des compagnies qui fusionnent,
signature et fonction de leurs dirigeants régulièrement
désignés.

RTO ENTERPRISES INC.

Per: 
Gordon J. Reykdal
President

AUMO EXPLORATIONS INC.

Per: 
John D. MacIsaac
President

SCHEDULE "A"


RTO ENTERPRISES INC.

STATEMENT OF DIRECTOR OR OFFICER

I, GORDON J. REYKDAL, solemnly state that:

1. I am the President of RTO ENTERPRISES INC., one of the amalgamating corporations (hereinafter called the "Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - (a) The Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) The realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes;
 - (c) No creditor of the Corporation will be prejudiced by the amalgamation;

DATED this 26th day of July, 1993.



Gordon J. Reykdal

SCHEDULE "A"

AUMO EXPLORATIONS INC.

STATEMENT OF DIRECTOR OR OFFICER

I, JOHN D. MacISAAC, solemnly state that:

1. I am the President of AUMO EXPLORATIONS INC., one of the amalgamating corporations (hereinafter called the "Corporation").
2. I have conducted such examinations of the books and records of the Corporation and have made such inquiries and investigations as are necessary to enable me to make this declaration.
3. I have satisfied myself that there are reasonable grounds for believing that:
 - (a) The Corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;
 - (b) The realizable value of the assets of the amalgamated corporation will not be less than the aggregate of its liabilities and stated capital of all classes;
 - (c) No creditor of the Corporation will be prejudiced by the amalgamation;

DATED this 26TH day of July, 1993.


John D. MacIsaac

SCHEDULE "B"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT dated as of the 24th day of June, 1993

BETWEEN:

RTO ENTERPRISES INC.

a company incorporated pursuant to the laws of the Province of Alberta,

("RTO")

OF THE FIRST PART

-and-

AUMO EXPLORATIONS INC.

a company incorporated pursuant to the laws of the Province of Ontario,

("Aumo")

OF THE SECOND PART

WHEREAS RTO and Aumo are desirous of amalgamating to form RTO Enterprises Inc.;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, conditions and premises herein contained, the sum of \$10 now paid by each party to the other and for other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged) the parties hereto do hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

1.01

In this Agreement:

"Act" means the Business Corporations Act, Ontario.

"Agreement" means this Amalgamation Agreement.

"Amalco" means RTO Enterprises Inc., the corporation to be formed by the amalgamation of RTO and Aumo.

"Amalco Common Shares" means the common shares in the capital of Amalco.

"Amalgamation" means the amalgamation of RTO and Aumo pursuant to subsection 176(1) of the Act as contemplated by this Agreement.

"Amalgamation Date" means the date shown on the Certificate of Amalgamation.

"Amalgamating Corporations" means RTO and Aumo.

"Articles of Amalgamation" means the articles to be issued to give effect to the Amalgamation.

"Aumo" means Aumo Explorations Inc.

"Aumo Common Shares" means the common shares in the capital of Aumo.

"Board of Directors" means the board of directors of Amalco.

"Certificate of Amalgamation" means the certificate of amalgamation to be issued to the Amalgamating Corporations pursuant to the Act.

"Circular" means the joint management information circular and proxy statement of RTO and Aumo dated June 24, 1993.

"Claims" means any and all mortgages, charges, liens, security interests or encumbrances of any nature whatsoever.

"Dissenting Shareholder" means any shareholder of either RTO or Aumo, as the case may be, who duly gives notice of his dissent from the Amalgamation.

"Effective Date" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation endorsed by the Director pursuant to the Act giving effect to the Amalgamation.

"Effective Time" means 9:00 p.m. (Mountain Standard Time) on the Effective Date.

"RTO" means RTO Enterprises Inc.

"RTO Common Shares" means the common shares in the capital of RTO.

"RTO Share Option Plan" means the share option plan instituted by RTO for its directors, senior officers and key employees on June 1, 1993.

1.02 Unless the context otherwise requires, words and phrases used herein that are defined in the Act have the same meanings herein as in the Act.

ARTICLE 2

AMALGAMATION

2.01 Agreement. The Amalgamating Corporations agree to amalgamate pursuant to the provisions of Section 176 of the Act as of the Effective Time and to continue as one corporation.

2.02 Effective Date of Amalgamation. On the Effective Date, the Amalgamation becomes effective and the Amalgamating Corporations are amalgamated and continued as one corporation. Amalco shall possess all of the property, rights, privileges and franchises and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Amalgamating Corporations.

ARTICLE 3

THE AMALGAMATED CORPORATION

- 3.01 Name. The name of Amalco shall be RTO Enterprises Inc.
- 3.02 Business. There shall be no restrictions on the business that Amalco may carry on.
- 3.03 Registered Office. The registered office of Amalco shall be located at 15501 Stony Plain Road, Edmonton, Alberta, T5P 3Z1.
- 3.04 Authorized Capital. The authorized share capital of Amalco shall consist of an unlimited number of common shares without nominal or par value.
- 3.05 Directors.
- A. Number. The Board of Directors, until changed in accordance with the Act, shall consist of a minimum of three (3) and a maximum of ten (10) directors.
- B. First Directors. The first directors of Amalco shall be the persons whose names appear below:
Gordon J. Reykdal
Carrie L. Reykdal
A. Murray Sinclair

Each of the foregoing individuals is a Canadian resident. The aforesaid individuals shall hold office as directors of Amalco until the first meeting of the shareholders of Amalco or until their successors are elected or appointed. The business and affairs of Amalco shall be under the management of the Board of Directors from time to time, subject to the provisions of the Act.

- 3.09 Officers. The officers of Amalco, until changed or added to by the directors, shall be as follows:

<u>Office</u>	<u>Name</u>
President	Gordon J. Reykdal
Secretary-Treasurer	Carrie L. Reykdal

- 3.10 By-Laws. The by-laws of Amalco shall be the by-laws of RTO until amended, repealed or added to, which by-laws may be examined during normal business hours at the offices of Messrs. Holden Day Wilson, Barristers & Solicitors, Suite 2400, Toronto Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario, M5K 1E7.

- 3.11 Additional Borrowing Powers. Without restricting any of the powers and capacities of Amalco, whether derived from the Act or otherwise, the Board of Directors may, from time to time without authorization from the shareholders:

- (a) Borrow money upon the credit of Amalco.
- (b) Limit or increase the amount to be borrowed.
- (c) Issue, reissue, sell or pledge debt obligations of Amalco for such sums and for such prices as may be deemed expedient.
- (d) Subject to Section 20 of the Act, give a guarantee on behalf of Amalco to secure the performance of any obligation by any person.

- (e) Mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Amalco, owned or subsequently acquired, to secure any obligations of Amalco.

The Board of Directors may from time to time delegate to such one or more of the directors and officers of Amalco as may be designated by the Board of Directors all or any of the powers conferred on the Board of Directors above to such extent and in such manner as the Board of Directors shall determine at the time of such delegation.

3.12 Restrictions on Transfer. There shall be no restrictions on the right to transfer Amalco Common Shares.

3.13 Auditors. The auditors of Amalco, until the first meeting of shareholders of Amalco, shall be Wooldridge & Company unless such auditor resigns or is removed in accordance with the Act.

ARTICLE 4

ISSUE OF SHARES UPON THE AMALGAMATION

4.01 Conversion of Shares. The shares in the capital of the Amalgamating Corporations which are issued and outstanding immediately prior to the Amalgamation becoming effective shall, on and from the Effective Time, be converted into issued and outstanding Amalco Common Shares and Amalco Preference Shares as follows:

- (a) Each one (1) issued and outstanding RTO Common Share shall be converted into one (1) Amalco Common Share.
- (b) Each one (1) issued and outstanding Aumo Common Share shall be converted into one-quarter (1/4) of one (1) Amalco Common Share.

After the filing of the Articles of Amalgamation and the issuance of the Certificate of Amalgamation, the shareholders of each of RTO and Aumo, when requested by Amalco, shall surrender the certificates representing RTO Common Shares and Aumo Common Shares, as the case may be, and subject to the provisions of the Act, shall be entitled in return to receive certificates for Amalco Common Shares on the aforesaid basis.

4.02 Stated Capital. The stated capital of Amalco shall be equal to the aggregate of the stated capitals of the Amalgamating Corporations on the Effective Date.

4.03 Fractional Shares. No fractional shares of Amalco shall be issued. The number of Amalco Common Shares issued to each exchanging holders of shares of Aumo shall be rounded down to the next nearest whole number of Amalco Common Shares.

ARTICLE 5

ARTICLES OF AMALGAMATION

5.01 Filing. Subject to Section 5.02, as soon as practicable, but in any event not later than two (2) business days, or such other period as the Amalgamating Corporations may agree upon, after all conditions herein provided for have been satisfied or waived, the Amalgamating Corporations shall jointly file with the Director under the Act, articles of amalgamation and such other documents as may be required to give effect to the Amalgamation. It is currently anticipated that the Effective Date shall be July 31, 1993.

5.02 Termination. Subject to applicable law and notwithstanding any approval on the part of the shareholders of either RTO or Aumo, as the case may be, this Agreement may be terminated at any time prior to the issuance of a Certificate of Amalgamation:

- (a) By mutual agreement of the parties hereto.
- (b) If the Effective Date does not occur on or before August 31, 1993, by resolution of the board of directors of RTO or Aumo unilaterally at any time thereafter (which termination shall be effective upon a resolution to that effect being passed by the applicable board of directors and notice thereof being given to the other party hereto).
- (c) If any of the conditions set forth in Articles 10, 11 or 12 hereof shall not be fulfilled or performed in accordance with the provisions of such Articles, any party hereto entitled to the benefit of such conditions shall be entitled to terminate its obligations hereunder by giving notice to that effect to the other party hereto.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF RTO

6.01 Representations and Warranties of RTO. RTO hereby represents and warrants to Aumo as follows and acknowledges that Aumo is relying on such representations and warranties in entering into this Agreement:

- (a) RTO is a corporation duly incorporated and validly existing under the laws of the Province of Alberta and has been continued under the laws of the Province of Ontario and has all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on its business as now conducted by it and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which the character of the properties and assets now owned by it or the nature of the business now conducted by it requires it to be so licensed or qualified.
- (b) As of the date hereof, the authorized capital of RTO consists of an unlimited number of common shares, of which 4,641,000 common shares are issued and outstanding as fully paid and non-assessable.
- (c) RTO has the corporate power and authority to enter into this Agreement and, subject to the approval and adoption of this Agreement by the holders of not less than two-thirds of its shares voting thereon, this Agreement, the execution thereof and the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of RTO.
- (d) Except as disclosed in the Circular, no person, firm or corporation has any agreement, warrant or option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares in the capital of RTO.
- (e) The audited financial statements of RTO as at March 31, 1993 including the notes thereto attached as Schedule "A" to the Circular (the "RTO Financial Statements"), as reported on by Wooldridge & Company, Chartered Accountants, present fairly the financial position of RTO as at the date indicated in such statements and have been prepared in accordance with generally accepted accounting principles consistently applied, except as otherwise stated in the notes thereto.
- (f) There has been no material adverse change in the business, operations, properties, assets, liabilities or condition, financial or otherwise of RTO since the date of the RTO Financial Statements. RTO has no liability or obligation (including, without limitation, tax liabilities,

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whether accrued, absolute, contingent or otherwise), not reflected in the RTO Financial Statements except for liabilities and obligations incurred in the ordinary course of business since the date thereof.

- (g) RTO is the beneficial owner of all of its property described in the Circular, with good and marketable title thereto, free and clear of all Claims, except as disclosed in the Circular.
- (h) There are no actions, suits, proceedings, investigations or outstanding claims or demands instituted, pending or to the knowledge of RTO, threatened against or affecting RTO at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign or before any arbitrator, nor is there any judgment, order, decree or award of any court or other governmental authority having jurisdiction, obtained, pending or, to the knowledge of RTO, anticipated against or affecting RTO which would prevent or materially hinder the consummation of the Amalgamation or the other transactions contemplated by this Agreement or which would involve the reasonable possibility of any material judgment or liability not fully covered by insurance in excess of a reasonable deductible amount, or which in the aggregate would have a material adverse affect on the business, operations, properties, assets or condition, financial or otherwise, of RTO.
- (i) Since the date of the RTO Financial Statements, RTO has not declared or paid any dividend or made any other distribution of its properties or assets to shareholders or disposed of any of its assets or incurred any indebtedness, except in the ordinary course of business or defaulted in the payment or performance of any of its obligations or liabilities or entered into any material transaction or agreement, other than those contemplated herein or disclosed in the Circular.
- (j) The business of RTO is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances and all authorities having jurisdiction.
- (k) The execution and delivery of this Agreement, the consummation of the Amalgamation and the fulfilment of and the compliance with the terms and provisions hereof do not and will not;
 - (i) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to RTO;
 - (ii) conflict with any of the terms, conditions or provisions of the Articles or by-laws of RTO;
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, commitment or instrument to which RTO is a party or by which it is bound or to which its property is subject or result in the cancellation, suspension or material alteration in the terms of any license, permit or authority held by RTO, or result in the creation of any Claim upon any of the assets of RTO or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement or instrument. Each contract or agreement between RTO and any other person which is material to the ownership, use or operation of a material portion of the business, properties or assets of RTO is in full force and effect and is valid, binding and enforceable against it in accordance with its terms and to the best of RTO's knowledge and belief, no material breach or default exists in respect thereof on the part of any party thereto and no event has occurred which, with the giving of notice or elapse of time or both, would constitute such a material breach or default.
- (l) The information in the Circular relating to RTO is true, correct and complete in all material respects and does not contain any untrue statement of a material fact or omit to state any

material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they were made.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES OF AUMO

7.01 Representations and Warranties of Aumo. Aumo hereby represents and warrants to RTO as follows and acknowledges that RTO is relying on such representations and warranties in entering into this Agreement:

- (a) Aumo is a corporation duly incorporated and validly existing under the laws of the Province of Ontario and has all requisite corporate power and authority to own or lease and operate its properties and assets and to carry on its business as now conducted by it and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which the character of the properties and assets now owned by it or the nature of the business now conducted by it requires it to be so licensed or qualified.
- (b) As of the date hereof, the authorized capital of Aumo consists of an unlimited number of common shares, of which 1,353,755 common shares are issued and outstanding as fully paid and non-assessable.
- (c) Aumo has the corporate power and authority to enter into this Agreement and subject to the approval and adoption of this Agreement by the holders of not less than two-thirds of its shares voting thereon, this Agreement, the execution thereof and the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of Aumo.
- (d) No person, firm or corporation has any agreement, warrant or option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares in the capital of Aumo.
- (e) The audited financial statements of Aumo attached as Schedule "B" to the Circular (the "Aumo Financial Statements"), present fairly the financial position of Aumo, the results of its operations and the changes in financial position as at the dates and for the periods indicated in such statements and have been prepared in accordance with generally accepted accounting principles consistently applied, except as otherwise stated in the notes thereto.
- (f) There has been no material adverse change in the business, operations, properties, assets, liabilities or conditions, financial or otherwise of Aumo since December 31, 1992 (the "Aumo Year End"). Aumo has no liability or obligation (including, without limitation, tax liabilities, whether accrued, absolute, contingent or otherwise, not reflected in the Aumo Financial Statements) except for liabilities and obligations incurred in the ordinary course of business since the Aumo Year End up to and including the date hereof.
- (g) Aumo is the beneficial owner of all of its property described in the Circular, with good and marketable title thereto, free and clear of all Claims, except as disclosed in the Circular.
- (h) There are no actions, suits, proceedings, investigations or outstanding claims or demands instituted, pending or to the knowledge of Aumo, threatened against or affecting Aumo at law or in equity or before or by any governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign or before any arbitrator, nor is there any judgment, order, decree or award of any court or other governmental authority having jurisdiction, obtained, pending, or, to the knowledge of Aumo, anticipated against or affecting Aumo which would involve the reasonable possibility of any material judgment or liability not fully covered

by insurance in excess of a reasonable deductible amount, or which in the aggregate would have a material adverse affect on the business, operations, properties, assets or condition, financial or otherwise of Aumo.

- (i) Since the Aumo Year End, Aumo has not declared or paid any dividend or made any other distribution of its properties or assets to shareholders or, disposed of any of its assets or incurred any indebtedness except in the ordinary course of business or defaulted in the payment or performance of any of its obligations or liabilities or entered into any material transaction or agreement other than those contemplated herein or disclosed in the Circular.
- (j) The business of Aumo is being conducted in all material respects in compliance with all applicable laws, regulations and ordinances and all authorities having jurisdiction.
- (k) The execution and delivery of this Agreement, the consummation of the Amalgamation and the fulfilment of and the compliance with the terms and provisions hereof do not and will not;
 - (i) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Aumo;
 - (ii) conflict with any of the terms, conditions or provisions of the Articles or by-laws of Aumo;
 - (iii) conflict with, result in a breach of, constitute a default under or accelerate or permit the acceleration of the performance required by, any agreement, commitment or instrument to which Aumo is a party or by which it is bound or to which its property is subject or result in the cancellation, suspension or material alteration in the terms of any license, permit or authority held by Aumo, or result in the creation of any Claim upon any of the assets of Aumo or give to others any material interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement or instrument. Each contract or agreement between Aumo and any other person which is material to the ownership, use or operation of a material portion of the business, properties or assets of Aumo is in full force and effect and is valid, binding and enforceable against it in accordance with its terms and to the best of Aumo's knowledge and belief, no material breach or default exists in respect thereof on the part of any party thereto and no event has occurred which, with the giving of notice or elapse of time or both, would constitute such a material breach or default.
- (l) Aumo is a "reporting issuer" as defined in the Securities Act (Ontario) and is not in default of any filings required to be made pursuant thereto.
- (m) The information in the Circular relating to Aumo is true, correct and complete in all material respects and does not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made.

ARTICLE 8

COVENANTS OF RTO

8.01 Covenants of RTO. RTO covenants and agrees with Aumo that, up to and including the Effective Date, it shall:

- (a) Not declare or pay any dividends or make any distributions of its properties or assets to its shareholders or purchase or retire any RTO Common Shares.

- (b) Not allot or issue, or enter into any agreement for the allotment or issuance of or grant any rights to acquire shares of its capital stock or securities convertible into, exchangeable for or which carry the right to acquire, directly or indirectly, any shares of its capital stock, other than options and share subscriptions described in the Circular.
- (c) Not merge, amalgamate or consolidate into or with any person or enter into any other corporate reorganization or sell all or substantially all of its assets to any person, or perform any act or enter into any transaction or negotiation which can reasonably be expected to interfere or be inconsistent with the consummation of the transactions contemplated by this Agreement or which would render inaccurate any of the representations and warranties set forth in Section 6.01 hereof if such representations and warranties were made at a date subsequent to such act, negotiation, or transaction and all references to the date of this Agreement were deemed to be such later dates.
- (d) Not alter or amend its Articles or by-laws as the same exist at the date of this Agreement.
- (e) Use all reasonable efforts to obtain all consents, approvals and waivers, necessary or desirable in connection with the Amalgamation and the transactions contemplated hereby and take such other measures as may be appropriate to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement.
- (f) Not engage in any business, enterprise or other activity materially different from that carried on by it at the date of this Agreement or enter into any transaction or incur any obligation other than in the ordinary course of business.
- (g) Furnish to Aumo such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties, title, assets and affairs of RTO as may reasonably be requested by Aumo.
- (h) Notify Aumo immediately upon becoming aware that the Circular is not true, correct and complete in all material respects or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading.
- (i) Use all reasonable efforts to cause each of the conditions precedents set forth in Articles 10, 11 and 12 hereof to be complied with on or before the Effective Date and take such measures as may be necessary or desirable to fulfil its obligations hereunder and implement the Amalgamation.

ARTICLE 9

COVENANTS OF AUMO

9.01 Covenants of Aumo. Aumo covenants and agrees with RTO that, up to and including the Effective Date, it shall:

- (a) Not declare or pay any dividends or make any distributions of its properties or assets to its shareholders or purchase or retire any Aumo Common Shares.
- (b) Not allot or issue or enter into any agreement for the allotment or issuance of or grant any rights to acquire shares of its capital stock or securities convertible into, exchangeable for or which carry the right to acquire, directly or indirectly, any shares of its capital stock.

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- (c) Not merge, amalgamate or consolidate into or with any person or enter into any other corporate reorganization or sell all or substantially all of its assets to any person or perform any act or enter into any transaction or negotiation which can reasonably be expected to interfere or be inconsistent with the consummation of the transactions contemplated by this Agreement or which would render inaccurate any of the representations and warranties set forth in Section 7.01 hereof if such representations and warranties were made at a date subsequent to such act, negotiation, or transaction and all references to the date of this Agreement were deemed to be such later dates.
 - (d) Not alter or amend its Articles or by-laws as the same exist at the date of this Agreement.
 - (e) Use all reasonable efforts to obtain all consents, approvals and waivers, necessary or desirable in connection with the Amalgamation and the transactions contemplated hereby and take such other measures as may be appropriate to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement.
 - (f) Not engage in any business, enterprise or other activity materially different from that carried on by it at the date of this Agreement or enter into any transaction or incur any obligation other than in the ordinary course of business and other than as disclosed in the Circular, without the prior written consent of RTO, which consent shall not to be unreasonably withheld.
 - (g) To furnish to RTO such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties, title, assets and affairs of Aumo as may reasonably be requested by RTO.
 - (h) To notify RTO immediately upon becoming aware that the Circular is not true, correct and complete in all material respects or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading.
 - (i) Use all reasonable efforts to cause each of the conditions precedents set forth in Articles 10, 11 and 12 hereof to be complied with on or before the Effective Date and take such measures as may be necessary or desirable to fulfil its obligations hereunder and implement the Amalgamation.

ARTICLE 10

MUTUAL CONDITIONS PRECEDENT

10.01 The respective obligations of the parties hereto to consummate the transaction contemplated by this Agreement shall be subject to the fulfilment of the following conditions:

- (a) This Agreement shall have been adopted and approved by special resolutions passed at meetings of the shareholders of RTO and Aumo, both called and held in accordance with the provisions of applicable laws.
- (b) There shall not be in force any order or decree of a court of competent jurisdiction restraining or enjoining the consummation of the Amalgamation and all regulatory rulings, orders or approvals required therefor shall have been obtained.
- (c) Dissenting Shareholders shall have dissented in respect of not more than 5% of the RTO Common Shares (excluding any such dissents which are subsequently withdrawn).

- (d) Dissenting Shareholders shall have dissented in respect of not more than 5% of the Aumo Common Shares (excluding any such dissents which are subsequently withdrawn).
- (e) All consents, orders, approvals and assurances, including regulatory and judicial approvals and orders, required, necessary or desirable for completion of the Amalgamation shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances.
- (f) No order or decree is in force which restrains or enjoins the consummation of the Amalgamation.

ARTICLE 11

CONDITIONS TO OBLIGATIONS OF RTO

11.01 The obligations of RTO to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by RTO:

- (a) Aumo shall have fully observed and performed all of its covenants and obligations to be observed or performed by it on or before the Effective Date.
- (b) Aumo shall have furnished RTO with;
 - (i) certified copies of resolutions duly passed by the board of directors of Aumo approving this Agreement, the Amalgamation and the consummation of the transactions contemplated hereby;
 - (ii) certified copies of special resolutions duly passed at a meeting of the shareholders of Aumo adopting and approving this Agreement and the consummation of the transactions contemplated hereby.
- (c) The representations and warranties of Aumo contained in Section 7.01 shall be true and correct in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such date, and, on the Effective Date RTO shall have received certificates dated the Effective Date signed by 2 officers of Aumo to that effect and to the effect that the condition set forth in paragraph 11.01(a) hereof has been fully performed.

ARTICLE 12

CONDITIONS TO OBLIGATIONS OF AUMO

12.01 The obligations of Aumo to consummate the transactions contemplated hereby are subject to the satisfaction, on or before the Effective Date of the following conditions, any of which may be waived by Aumo:

- (a) RTO shall have fully observed and performed all of its covenants and obligations to be observed or performed by it on or before the Effective Date.
- (b) RTO shall have furnished Aumo with;

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- (i) certified copies of resolutions duly passed by the board of directors of RTO adopting and approving this Agreement, the Amalgamation and the consummation of the transactions contemplated hereby; and
 - (ii) certified copies of special resolutions duly passed at a meeting of the shareholders of RTO adopting and approving this Agreement and the consummation of the transactions contemplated hereby.
 - (c) The representations and warranties of RTO contained in Section 6.01 shall be true and correct in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such date and, on the Effective Date, Aumo shall have received certificates dated the Effective Date signed by 2 officers of RTO to that effect and to the effect that the condition set forth in paragraph 12.01(a) hereof has been fully performed.

ARTICLE 13

GENERAL

13.01 Registrar and Transfer Agent. The registrar and transfer agent for the Amalco Common Shares shall be Equity Transfer Services Inc. at its principal office in Toronto, Ontario.

13.02 Notice. All notices, requests, demands or other communications which by the terms hereof are permitted to be given by any party hereto to the other shall be given in writing by personal delivery or registered mail, postage prepaid, addressed to such other party or delivered to such other party as follows:

- (a) to RTO at: 15501 Stony Plain Road
Edmonton, Alberta
T5P 3Z1

Attention: Gordon J. Reykdal
- (b) to Aumo at: c/o Suite 307
67 Richmond Street West
Toronto, Ontario
M5H 1Z5

Attention: John D. MacIsaac

or at such other addresses and to such other person that may be given by either of them to the other in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when delivered or, if mailed, on the 5th business day following the day of the mailing thereof, provided that if regular mail service is interrupted by strikes or other irregularities, such notices, requests, demands or other communications shall be delivered personally.

13.03 Section Headings. The division of this Agreement into sections is for convenience of reference only and shall not effect the interpretation or construction of this Agreement.

13.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

13.05 Gender. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

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13.06 Person. For the purposes of this Agreement, "person" includes any individual, partnership, company, corporation, unincorporated association, person, government or governmental agency, authority or entity howsoever designated or constituted.

13.07 Further Assurances. The parties hereto shall sign such further and other documents and do such further acts or things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

13.08 Amendment. This Agreement may not be amended or modified except by written instrument signed by each of the parties hereto.

13.09 Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

13.10 Time of Essence. Time shall be of the essence of this Agreement and every part hereof and no extension nor variation of this Agreement shall operate as a waiver of this provision.


13.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and the execution of this Agreement has not been induced by nor do any of the parties hereto rely upon or regard as material, any representations or warranties whatsoever not incorporated herein and made a part hereof.

13.12 Enurement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and each of their respective successors and permitted assigns.

13.13 Assignment. No party hereto may assign this Agreement or any part thereof without the prior written consent of the other party.

IN WITNESS WHEREOF the parties hereto have executed these presents as and from the day and year first above written.

RTO ENTERPRISES INC.

PER:  _____

AUMO EXPLORATIONS INC.

PER:  _____