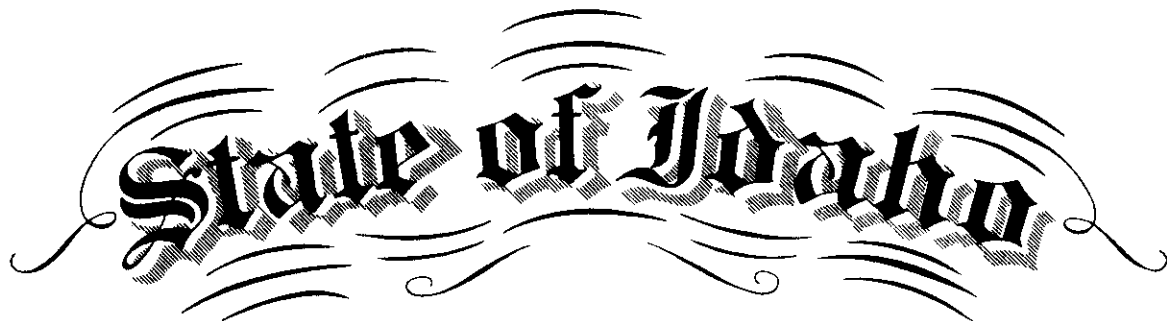




Department of State.

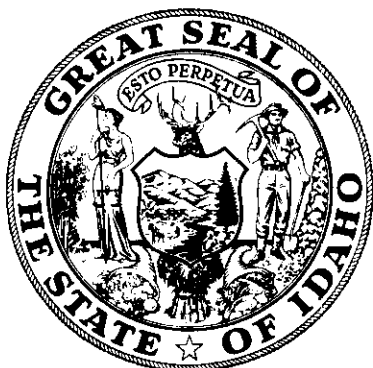
**CERTIFICATE OF AUTHORITY
OF**

NORVON PROPERTY DEVELOPMENT CORPORATION LTD.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **NORVON PROPERTY DEVELOPMENT CORPORATION LTD.** for a Certificate of Authority to transact business in this State, duly signed and verified pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to **NORVON PROPERTY DEVELOPMENT CORPORATION LTD.** to transact business in this State under the name **NORVON PROPERTY DEVELOPMENT CORPORATION LTD.** and attach hereto a duplicate original of the Application for such Certificate.

Dated **June 25**, 19 **82**



Pete T. Cenarrusa

SECRETARY OF STATE

Corporation Clerk

APPLICATION FOR CERTIFICATE OF AUTHORITY

RECEIVED

To the Secretary of State of Idaho.

Pursuant to Section 30-1-110, Idaho Code, the undersigned Corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

- The name of the corporation is NORVON PROPERTY DEVELOPMENT CORPORATION LTD.
- *The name which it shall use in Idaho is NORVON PROPERTY DEVELOPMENT CORPORATION LTD.
- It is incorporated under the laws of Province of Alberta, Canada
- The date of its incorporation is 21 October, A.D. 1965 and the period of its duration is unrestricted
- The address of its principal office in the state or country under the laws of which it is incorporated is c/o 2nd Flr., 606 - 7 Avenue S. W., Calgary, Alberta, T2P OY7
- The address of its proposed registered office in Idaho is P.O. Box 1116 - 118 N. 7th Street COEUR D'ALENE, Idaho 83814, and the name of its proposed registered agent in Idaho at that address is DOLAN & JACOBSEN
- The purpose or purposes which it proposes to pursue in the transaction of business in Idaho are: Real Estate Development and Rentals
- The names and respective addresses of its directors and officers are:

Name	Office	Address
VAUGHAN G. SMITH	President & Secretary	#1, 2424 - 50 St. S. E. Calgary, Alberta, T2B 1T5

- The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
20,000		N.P.V.

(continued on reverse)

10. The aggregate number of its issued shares, itemized by classes, par value of shares, and shares without par value, is:

Number of Shares	Class	Par Value Per Share or Statement That Shares Are Without Par Value
100		N.P.V.

11. The corporation accepts and shall comply with the provisions of the Constitution and the laws of the State of Idaho.

12. This Application is accompanied by a copy of its articles of incorporation and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is incorporated.

Dated May 27th, 19 82.

NORVON PROPERTY DEVELOPMENT CORPORATION LTD.

By Vaughan G. Smith
Is _____ President and Secretary

and _____

Its _____ Secretary

PROVINCE OF ALBERTA)
~~STATE OF~~) ss:
COUNTRY OF CANADA)

I, ADRIENNE WALLER, a notary public, do hereby certify that on this 27 day of may, 19 82, personally appeared before me VAUGHAN G. SMITH, who being by me first duly sworn, declared that he is the President & Secretary of NORVON PROPERTY DEVELOPMENT CORPORATION LTD.

that he signed the foregoing document as signing officer of the corporation and that the statements therein contained are true.

Adrienne Waller
ADRIENNE G. WALLER Notary Public

being a Barrister and Solicitor

*Pursuant to section 30-1-108(b)(1), **Idaho Code**, if the corporation assumes a name other than its true name, this application must be accompanied by a resolution of the Board of Directors to that effect.

RECEIVED
JUN 3 AM 8:47SECRETARY OF
No. 20040088
STATE

CERTIFICATE

THE COMPANIES ACT

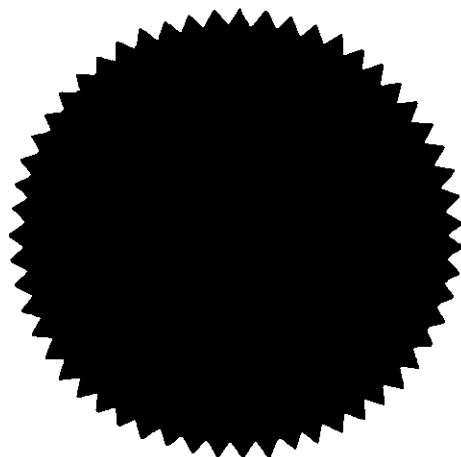
I, G.S. Bevington, Acting
REGISTRAR OF COMPANIES FOR THE PROVINCE OF ALBERTA,
CANADA, DO HEREBY CERTIFY THAT THE DOCUMENTS ANNEXED
HERETO AND IMPRESSED WITH MY SEAL OF OFFICE, AND
RELATING TO

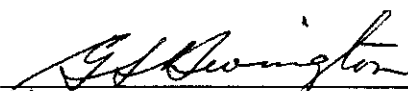
-NORVON PROPERTY DEVELOPMENT CORPORATION LTD.-

ARE TRUE AND ACCURATE PHOTOCOPIES OF DOCUMENTS WHICH
ARE ON THE FILE MAINTAINED IN THIS OFFICE, WHEREOF THEY
PURPORT TO BE COPIES AND THAT I AM THE PROPER CUSTODIAN
OF THE SAID DOCUMENTS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE AT EDMONTON,
PROVINCE OF ALBERTA, THIS

-fourteenth- DAY OF -August- 19 79




Acting Registrar of Companies
(G.S. Bevington)

Alberta
CONSUMER AND
CORPORATE AFFAIRS

PROVINCE OF ALBERTA

THE COMPANIES ACT

MEMORANDUM OF ASSOCIATION

OF

NORVON PROPERTY DEVELOPMENT CORPORATION LTD.

REGISTERED
THE REGISTRY OF COMPANIES
ALBERTA

1. The name of the Company is NORVON PROPERTY DEVELOPMENT CORPORATION LTD.

2. The registered office of the Company shall be at the City of Calgary, in the Province of Alberta.

3. The objects for which the Company is incorporated are as follows:-

(a) To acquire by purchase, lease, exchange or otherwise, land, and any estate or interest therein, any rights over or connected with land and any building or structures, and to turn the same to account as may seem expedient, and in particular by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining apartment houses, offices, flats, houses, shops, buildings, and conveniences of all kinds and by consolidating, connecting or sub-dividing properties, and by selling, leasing, exchanging, mortgaging or otherwise disposing of the whole or any portion of such lands, and all or any of the buildings or structures that are now or may hereafter be erected thereon, and to take security therefor as may be deemed necessary;

(b) To acquire by purchase or otherwise, the good will of any business within the objects of the Company, and any lands, privileges, rights, contracts, property, or effects held or used in connection therewith, and upon any such acquiring to undertake the liabilities of any contract, association, partnership or person.

or which shares without nominal or par value may be sold as \$20,000.00.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to take the number and amount of shares in the company set out in the following table.

NAME	ADDRESS	OCCUPATION	NO. OF SHARES OF EACH SUB- SCRIBED
RONALD D. CHITTY	204-554-8th Avenue S.W., Calgary, Alberta.	Secretary	1
JOANNE PECK	204-554-8th Avenue S.W., Calgary, Alberta.	Stenographer and Typist	1

WITNESSES:

204, 554 - 8th Avenue, S. W.,
Calgary, Alberta.

DATED at the City of Calgary, in the Province of Alberta,

this 20th day of October, 1914.

Articles of Association

OF

NORVON PROPERTY DEVELOPMENT CORPORATION LTD

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Articles of Association

OF

NORVON PROPERTY DEVELOPMENT CORPORATION LTD.

TABLE A

1. The regulations contained in Table A in the First Schedule to The Companies Act shall not apply to this Company.

INTERPRETATION

2. The headings used throughout these Articles shall not affect the construction hereof. In these articles, unless the context otherwise requires, expressions defined in The Companies Act or any statutory amendment or modification thereof shall have the meaning so defined, and

"the Company" means the above-named Company;

"debenture" shall include bond and vice versa;

"the directors," "Board" and "Board of Directors" mean the directors of the Company for the time being;

"member" shall include a shareholder and vice versa;

"month" means calendar month;

"the office" means the registered office of the Company for the time being;

"secretary" includes any person appointed to perform the duties of secretary temporarily;

"these presents" means and includes these Articles of Association and any modification or alteration thereof now the time being in force;

"in writing" and "written" include printing, typewriting, lithographing and other modes of representing or reproducing words in visible form;

words importing the singular number include the plural number and vice versa;

words importing the masculine gender shall include the feminine and words importing persons include corporations and companies;

"The Companies Act" means the Companies Act of the Province of Alberta for the time being in force.

SHARES

3. Subject to the provisions of the Company's Memorandum of Association and of these presents, the shares shall be under the control of the directors who may sell or otherwise dispose of the same to such persons on such terms and conditions and at such times and for such consideration as the directors may think fit.

INSTALLMENTS OF PURCHASE PRICE

4. If the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment when due, to be paid to the Company by the person who for the time being, and from time to time, shall be the registered holder of the share or his legal personal representative.

TITLE

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

CERTIFICATES

6. The certificate for shares shall be signed by the president and the secretary or such other person or persons appointed by the directors for that purpose. A certificate of shares registered in the names of two or more persons may be signed by any one of such persons.

CALLS

7. The directors may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the directors. A call may be made payable by instalments.

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

9. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

10. At least fourteen days' notice of any call shall be given specifying the time and place of payment at which such calls shall be paid.

11. If by the terms of issue of any share or otherwise any amount is made payable at any fixed times or by instalments at fixed times, whether on account of the amount of the share or by way of premium, every such amount or instalment shall be payable as if it were a call duly made by the directors and of which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or instalment accordingly.

12. If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of six per cent (6%) per annum from the day appointed for the payment thereof to the time of the actual payment, or at such other rate as the directors may determine.

13. The Directors may do any one or more of the following things, namely:

- (a) Make arrangements on the issue of shares for a difference between the shareholders in the amounts and times of payment of calls on their shares;
- (b) Accept from any member who assents thereto the whole or part of the amount remaining unpaid on any shares held by him although no part of that amount has been called up;
- (c) Pay dividends in proportion to the amount paid up on each share where a larger amount is paid on some shares than on others.

FORFEITURE AND LIEN

14. If any member fail to pay any call or instalment on or before the day appointed for the payment of the same, the directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such member, requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

15. The notice shall name a day, being not less than fourteen (14) days from the date of the notice, and a place or places on and at which any call or instalment in respect of which the notice has been given and such interest and expenses aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made or the instalment is payable, will be liable to be forfeited.

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

17. When any shares shall have been so forfeited, notice of the resolution shall be given to the member if, whose name is entered in the register as the holder of the shares, and to the transferee, with the date thereof, and the transferee shall be liable to the same.

18. Any share so forfeited shall be deemed to be the property of the Company and the directors may sell, re-allocate and otherwise dispose of the same in such manner as they think fit.

19. A person whose share have been forfeited shall cease to be a member in respect of the forfeited shares.

20. A statutory declaration made by the directors of the Company and that a share of the Company has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to such share and that declaration and the receipt of the Company for the consideration (if any) given for such share on the sale or disposition thereof, shall constitute a good title to such share and the person to whom such share is sold or disposed of shall be registered as the holder of such share and shall be bound to see to the application of the purchase money (if any), nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of such share.

21. The directors may, at any time, any share which has been forfeited shall have been sold, re-allocated or otherwise disposed of, and the forfeiture thereof upon such conditions as they think fit.

22. Any member whose shares have been forfeited, shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at six per cent (6%) per annum and the directors may enforce the payment of such moneys or any part thereof if they think fit but shall not be under any obligation to do so.

23. The Company shall have a first and paramount lien upon all the shares other than fully paid-up shares registered in the name of each member, whether solely or jointly with others, and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for payment, fulfilment or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing or condition that clause 23 hereof is to have full effect. Such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall not operate as a waiver of the company's lien, if any, on such shares.

24. For the purpose of enforcing such lien, the directors may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived and until notice in writing of the intention to sell shall have been served on such member, his executors or administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements for seven days after such notice. Such service may be effected as provided by clause 118 hereof.

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

26. Upon any sale after forfeiture or in enforcing a lien in purported exercise of the powers hereinbefore given, the directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold, and the Purchaser shall not be bound to see to the regularity of the proceedings, or to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person on the ground of any irregularity or invalidity in the proceedings or in the exercise of the powers hereinbefore given.

TRANSFER OF SHARES

27. Shares of the Company shall be transferred in any usual or common form, and every instrument of transfer delivered to the Company before registration shall be accompanied by the certificate for the share or shares to be transferred. The instrument of transfer of any share shall be signed by the transferor and shall be accompanied by such evidence as the Company may reasonably require to show the right of the transferor to make the transfer and the right of the transferee to receive the same. The transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof. No transfer shall be registered if the provisions (if any) contained in the Memorandum or Articles of Association and these presents have not been complied with and unless such fee (if any) as has been set by the directors has been paid.

CHANGE OF CAPITAL

28. Subject to the provisions of The Companies Act, the Company may by extra-ordinary or ordinary resolution or by resolution of the directors as the directors may decide:

- (a) Increase the maximum price or consideration for which shares with our nominal or par value may be issued, where such maximum price or consideration has been stated in the Memorandum or Articles;
- (b) Cancel shares which, at the date of the passing of the resolution in that behalf, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares cancelled or, in the case of the cancellation of shares without nominal or par value, by the number of shares cancelled;
- (c) Cancel paid-up shares which are surrendered to the Company by way of gift and, if the resolution so provides, diminish the amount of its share capital by the amount of the shares, or in the case of shares without nominal or par value by the number of shares cancelled.

29. Subject to the provisions of The Companies Act, the Company may by special resolution alter the conditions of its Memorandum as follows, that is, it may:

- (a) Increase its share capital by the creation of new shares of such amount or of such number of new shares without nominal or par value as it thinks expedient;
- (b) Consolidate and divide all or any of its share capital having a par value into shares of larger amount than its existing shares;
- (c) Convert all or any of its paid-up shares into stock and reconvert that stock into paid-up shares of any denomination or without nominal or par value;
- (d) Subdivide its shares having a par value or any of them into shares of smaller amount than its existing shares, so, however, that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived.

30. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto (if any) as the general meeting when resolved upon the creation thereof shall direct and if no direction be given, the directors shall determine; except so far as otherwise provided by the conditions of issue any capital raised by the creation of new shares shall be considered part of the original ordinary capital and shall be subject to the provisions herein contained.

SHAREHOLDERS' MEETINGS

31. The first annual general meeting of the Company shall be held on or before the first day of January within sixteen (16) months from the date of the incorporation of the Company and the commencement of business and at such place as the directors shall determine. Subsequent annual general meetings shall be held at such place as the directors shall determine, but not more than sixteen months after the holding of the last preceding meeting, at such time and place as the directors shall determine.

32. The general meetings referred to in the preceding paragraph shall be held at the annual general meetings, and all other meetings of the Company shall be held at special general meetings. All meetings of the Company shall be held either in person or by proxy at the Principal Office.

33. The directors may, whenever they think fit, proceed to convene a special general meeting of the Company.

34. Where it is proposed to pass a resolution, such notice shall be required to be given by The Companies Act, and in other cases at least ten days notice specifying the day, hour and place of the shareholders' meeting, and in case of special business the general nature of the business shall be served in the manner as provided by clause 183 of the Companies Act on the members registered in the share register at the time such resolution is proposed or if a record date has been fixed by the directors, on the members registered in the share register as at the record date as so fixed. PROVIDED that a meeting of shareholders may be held for any purpose, at any time and at any place without notice, if all the shareholders entitled to notice of such meeting are present in person or represented thereat by proxy, or if all the shareholders shall have signified their assent in writing to such meeting being held. Notice of any meeting or any irregularity in any meeting or of any notice thereof may be waived by any shareholder or the duly appointed proxies of any shareholders. It shall not be necessary to give notice of any adjourned meeting.

35. Irregularities in the notice of any meeting or in the giving thereof or the accidental omission to give notice of any meeting or the non receipt of any notice by any shareholder or shareholders, shall not invalidate any resolution passed or any proceedings taken at any meeting or shall not prevent the holding of such meeting.

PROCEEDINGS AT SHAREHOLDERS' MEETINGS

36. All business shall be deemed special that is transacted at a special general meeting and all that is transacted at an annual general meeting, with the exception of consideration and approval of the financial statements and the ordinary report of the directors, auditors and other officers, the election of directors, the appointment of auditors, the fixing of the remuneration of the auditors and the transaction of any business which under these presents ought to be transacted at a general meeting. Special business or a special or extraordinary resolution may be passed at an annual general meeting provided the requisite notice has been given.

37. No business shall be transacted at a general meeting unless a quorum is present at the time the meeting proceeds to business. Save as herein otherwise provided, two members personally present and representing in person or by proxy not less than 25% of the issued capital of the Company entitling the holder to vote shall be a quorum. For the purpose of reckoning a quorum, a representative of an incorporated company shall be counted as a member.

38. The president, or in his absence the vice-president (if any), shall be entitled to take the chair at every general meeting, or if there be no president or vice-president, or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting, the members present shall choose a director as chairman, and if no director be present, or if all the directors present decline to take the chair, then the members present shall choose one of their number to be chairman. The chairman at any meeting of shareholders may appoint one or more persons (who need not be shareholders) to act as scrutineers.

39. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and if such adjourned meeting a quorum is not present, the members present shall be a quorum.

40. Every question submitted to a meeting shall be decided in the first instance on a show of hands, and in the case of an equality of votes the chairman shall have a casting vote in addition to the vote to which he is entitled as a member.

53. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share with respect to which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received before the meeting at the place where the proxies are to be deposited.

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

55. A resolution in writing signed by all the shareholders of the Company entitled to vote thereon shall be as valid and effectual as if it had been passed at a meeting of the shareholders duly called and constituted, and shall be held to relate back to any date therein stated to be the effective date thereof.

DIRECTORS

56. Until otherwise determined by a general meeting, the number of directors shall be not less than two or more than seven.

57. The subscribers hereto shall be the first directors of the Company, unless the Company has been incorporated and directors elected prior to the adoption of these Articles.

58. The qualifications of a director shall be the holding of at least one share in the company unless such director be a representative of a member being an incorporated company, in which case such director need not hold a share. A director may be appointed and act before acquiring his qualification, but must acquire the same within two (2) months after his election or appointment, and unless he shall do so he shall be deemed to have vacated his office of director.

59. The directors shall have power from time to time and at any time, to appoint any other person as a director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of directors shall not at any time exceed the maximum number fixed by these presents or by a general meeting.

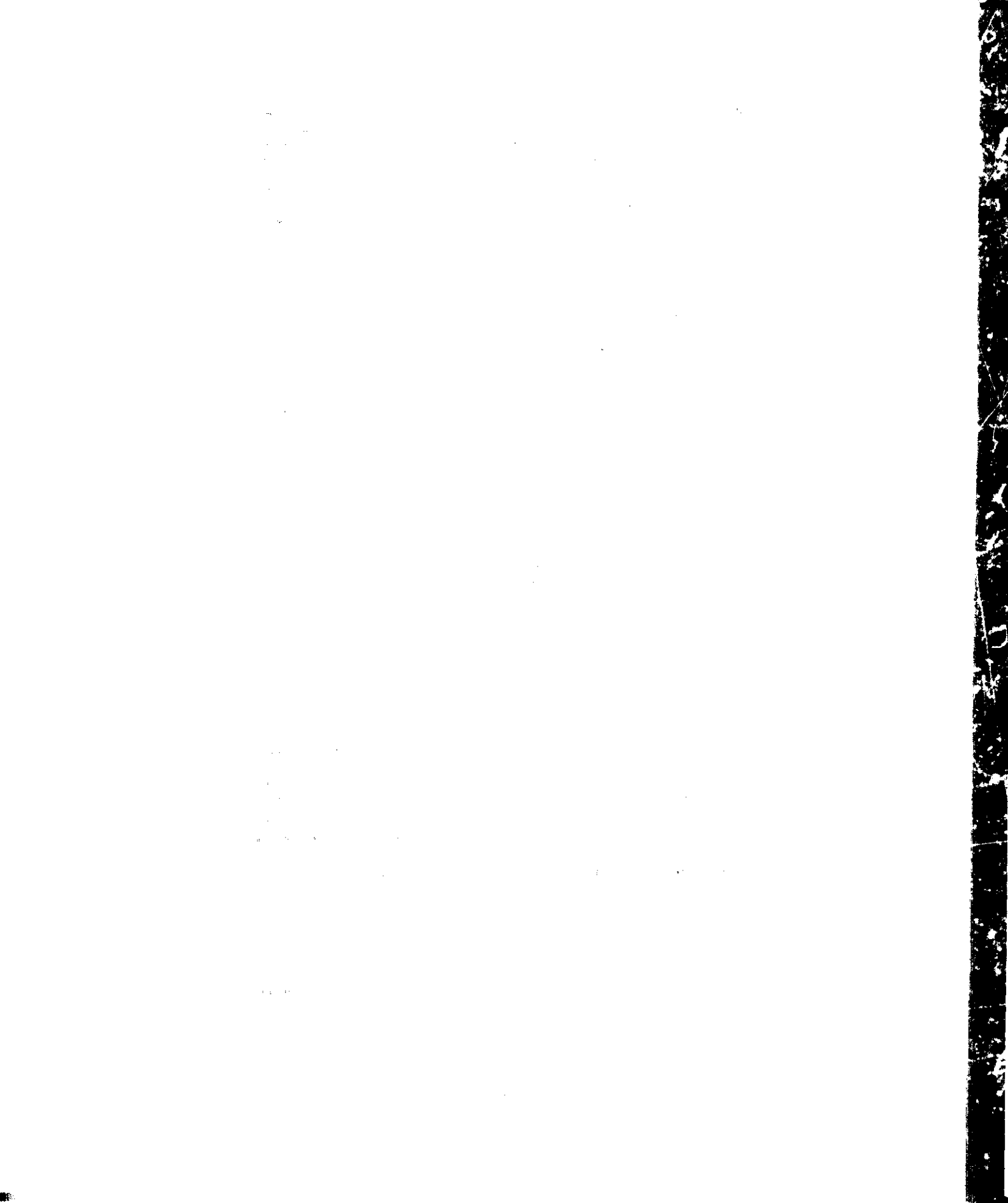
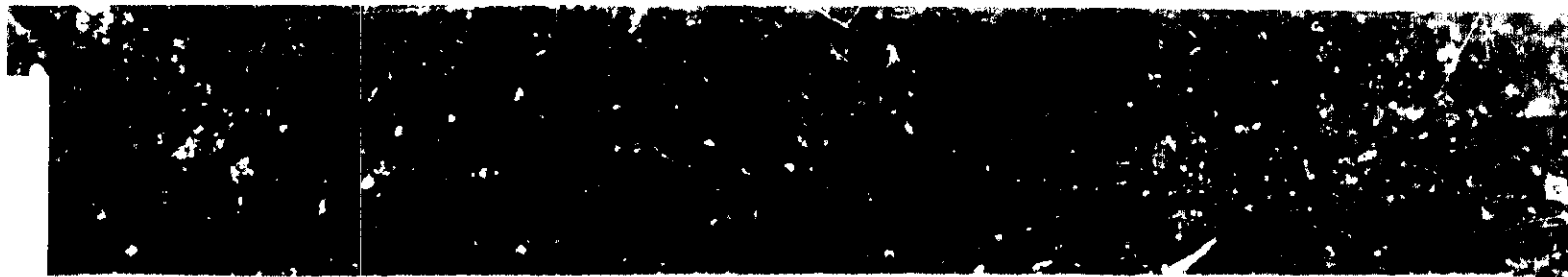
60. A director being absent either temporarily or permanently (from the Province of Alberta) may appoint and authorize for a period not exceeding one (1) year from the date of such appointment, any person to attend and vote as fully and effectively as if such director were personally present at any meeting of the directors of the company, and to accept any such notice of such meeting. A person so appointed shall be deemed as and referred to as a "substitute director." For the purpose of constituting a quorum of the Board for any meeting a substitute director attending the same shall be deemed to be a director. The appointment of a substitute director shall be executed by the director making the appointment. Any person holding a Power of Attorney of the director shall be deemed to be a substitute director. Such appointment may be revoked at any time upon notice to the company. All the foregoing shall, however, be subject to the consent of the other directors of the company or a majority thereof.

61. The directors shall be paid out of the funds of the Company by way of remuneration for their services as directors, such sums as the directors may determine.

62. A director may retire from office upon giving five days notice in writing to the Company of his intention to do so, and such resignation shall take effect upon the expiration of such notice or its earlier acceptance.

63. The office of a director shall ipso facto be vacated:

- (1) If he is found a lunatic or becomes of unsound mind;
- (2) If by notice in writing to the Company he resigns his office upon the time hereinbefore fixed for the resignation to take effect or the previous acceptance of the same;
- (3) If he be removed by resolution of the Company, as hereinafter provided;
- (4) If he shall personally cease to be a shareholder in the Company or if the incorporated Company of which he is a representative shall cease to be a shareholder of the Company.





1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication of the new administration.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 1, 1861. It contains information about the state of the national finances at the beginning of the year.

3. The third part of the document is a report from the Secretary of the Interior, dated January 1, 1861. It contains information about the state of the national lands and resources at the beginning of the year.

4. The fourth part of the document is a report from the Secretary of the Navy, dated January 1, 1861. It contains information about the state of the national navy at the beginning of the year.

5. The fifth part of the document is a report from the Secretary of the War, dated January 1, 1861. It contains information about the state of the national army at the beginning of the year.

6. The sixth part of the document is a report from the Secretary of the State, dated January 1, 1861. It contains information about the state of the national foreign relations at the beginning of the year.

7. The seventh part of the document is a report from the Secretary of the Education, dated January 1, 1861. It contains information about the state of the national education system at the beginning of the year.

8. The eighth part of the document is a report from the Secretary of the Agriculture, dated January 1, 1861. It contains information about the state of the national agriculture at the beginning of the year.

9. The ninth part of the document is a report from the Secretary of the Commerce, dated January 1, 1861. It contains information about the state of the national commerce at the beginning of the year.

10. The tenth part of the document is a report from the Secretary of the Public Works, dated January 1, 1861. It contains information about the state of the national public works at the beginning of the year.

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

POWERS OF DIRECTORS

82. The management of the business of the Company shall be vested in the directors who, in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and are now lawfully or by statute expressly directed or required to be exercised or done by the shareholders in general meeting.

OFFICERS

83. The officers of the Company shall consist of a president and a secretary and such other officers as the directors may from time to time appoint. Any one person may fill more than one office. Such persons holding such offices, besides fulfilling any duties assigned to them by the directors, shall have such powers as are usually incident to such offices.

84. The officers shall be elected by the board from amongst their number. The directors may appoint a temporary substitute for any of the above officers, who shall for the purposes of these presents be deemed to be the officer the position of whom he replaces.

MANAGING DIRECTORS

85. The directors may, from time to time, appoint one or more of their body to be managing director or managing directors of the Company, either for a fixed term or until they are removed by the directors, and they may at any time remove any such managing director or directors and appoint others in their place or places.

86. A managing director shall, subject to the provisions of any contract between him and the Company, be subject to the same provisions as to resignation and removal as the other directors of the Company, and if he ceases to hold the office of managing director any notice he shall have given shall immediately cease to be a managing director.

87. The representative of a managing director shall, subject to the provisions of any contract between him and the Company, from time to time be bound by the instructions of the directors, or committee or participation in profits.

SEAL

88. The Company shall have a corporate seal which shall be of such form and design as may be determined by the directors, and the directors may make such provision as they may think proper for the custody of the said seal, and the appropriate officers or other persons, to attest by their signatures that any instrument has been sealed.

DIVIDENDS

89. Subject to the right of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be paid to the members in proportion to the number of shares held by them, and if any part value shares have been issued and not paid for in full, in proportion to the percentage amounts paid up on such shares.

90. The directors may declare a dividend and shall fix a date as the record date for the determination of the shareholders entitled to such dividend and as against the Company a transfer of shares shall not pass the right to any dividend unless it is registered before such record date.

91. The directors declaring a dividend may direct payment of such dividend wholly or in part by the deposit of the same in any bank or in any other manner as they may think proper.

and that such paid-up shares be issued to the shareholders of the Company. The Directors may settle any difficulty which may arise in regard to such distribution in such manner as they think expedient and may fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the directors.

92. The Company may deduct from the dividends payable to any shareholder any sums of money as may be due from him to the Company in respect of interest, obligations or otherwise.

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

94. Unless otherwise directed, any dividend or other payment required to be made to a shareholder may be paid by cheque on the bank of the Company sent through the post to the registered address of the member entitled to it, or in case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holding; and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent, and in case of joint holders it may be made payable to the order of all such joint holders.

95. No dividend shall bear interest as against the Company.

96. All dividends unpaid for one year after having been declared may be invested or otherwise made use of by the directors for the benefit of the Company.

RESERVE AND FUNDS

97. Before the declaration of a dividend, the directors may set aside any of the profits of the Company to create a reserve or reserves to provide for maintaining the property of the Company, replacing the wearing assets, meeting contingencies, forming an insurance reserve or equalizing dividends or for any other purposes whatsoever for which the profits of the Company may be lawfully used. The directors may also carry forward to the accounts of the succeeding year or years any profit or balance of profit which they shall not think fit to divide or to place to reserve.

98. The directors may create a fund or funds out of the assets of the Company not greater in amount than the reserve or reserves as hereinbefore provided for and may apply the fund or funds either by employing them in the business of the Company or by investing them in such manner (not being the purchase of, or by way of a loan upon, the shares of the Company) as they shall think fit and the income arising from such fund or funds shall be treated as part of the profits of the Company for the year in which such income arose. Such fund or funds may be applied for the purpose of maintaining the property of the Company, replacing the wearing assets, meeting contingencies, forming an insurance fund or equalizing dividends or for any other purpose for which the profits of the Company may lawfully be used.

99. The directors may from time to time increase, reduce or abolish any reserve or reserve fund in whole or in part and may transfer the whole or any part of surplus.

ACCOUNTS

100. The directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which said receipts and expenditures take place, of all sales and purchases of goods by the Company and of the assets and liabilities of the Company.

101. The books of account shall be kept at the registered office of the Company or at such other place or places as the directors think fit and shall always be open to the inspection of the directors.

109. The signature to any notice to be given by the Company may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

110. Where a given number of days' notice is required extending to or over any other period is required to be given, the day of service of the notice and the day for which notice is given shall unless otherwise provided be counted as two number of days or other period.

111. A certificate of the secretary or other officer of the Company, signed in office at the time of the making of the certificate as to the facts in relation to the mailing or telegraphing or delivery or posting up of any notice to any shareholder, director or officer or personation of any notice, shall be prima facie evidence thereof and shall be binding on every shareholder, director or officer of the Company, as the case may be.

112. It shall not be necessary for any notice to set out the nature of the business which is to come before a meeting of the directors and it shall not be necessary for any notice to set out the business which is to come before a meeting of the shareholders unless the same is special business.

113. A special general meeting and the annual general meeting shall be convened by one and the same notice and it shall be no objection to the said notice that it only convenes the second meeting contingently on any resolution being passed by the requisite majority at the first meeting.

RECORD DATE

114. The directors may fix a time in the future not exceeding thirty days previous to the date of any meeting of shareholders or the date fixed for the payment of any dividend or the making of any distribution or the delivery of evidence of any interests, or for the allotment of any subscription or other rights, or when any change or conversion or exchange of shares shall go into effect as a record date for the determination of the shareholders entitled to notice of, and to vote at, any such meeting, or entitled to receive any such dividend or distribution or interest, or any such allotment of rights, or to exercise the rights in respect to any change, conversion or exchange of shares and only the members of record in the Company's registry books at the close of business on that date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive such dividend, distribution, interests or allotment of rights, or to exercise such rights in respect to any such change, conversion or exchange of shares as the case may be notwithstanding any transfer of any shares on the registry books of the Company after any such record date fixed as aforesaid.

INDEMNITY

115. Except as otherwise hereinafter provided every director, manager, secretary and other officer or servant of the Company shall be indemnified by the Company against and it shall be the duty of the directors, out of the funds of the Company to pay, all losses and expenses which any such director, manager, secretary, officer or servant shall incur or become liable to by reason of any contract entered into or act or thing done by him as such director, manager, secretary, officer or servant or in any way in discharge of his duties including travelling expenses.

116. Any person made a party to any action, suit or proceedings by or against the Company shall be indemnified by the Company if he, his testator or intestate, is or was a director, manager, secretary, officer, agent or servant of the Company or of any corporation which was served as such at the request of the Company, shall be indemnified by the Company against the reasonable expenses, including attorneys' fees, incurred by him in connection with the defence of any such action, suit or proceedings, or in connection with any appeal therefrom, except in relation to matters as to which it shall be adjudged in such action, suit or proceedings that such director, manager, secretary, or other officer, agent or servant is liable for negligence or misconduct in the performance of his duties. Such right of indemnification shall not be deemed exclusive of any other rights to which such director, officer or employee may be entitled. None of the provisions hereof shall be construed as a limitation upon the right of the Company to exercise its general power to enter into a contract or undertaking of indemnity with or for the benefit of any director, manager, secretary, or other officer, agent or servant in any particular case not prohibited by law.

117. No director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other director or officer or for joining in any receipt or other act for conformity, or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the directors for or on behalf of the Company or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for the loss or damage arising from the bankruptcy or insolvency or tortious act of any person with whom any money, securities or effects shall be deposited or for any loss occasioned by an error of judgment or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty, unless it is otherwise provided in a contract of service with such director or officer.

MISCELLANEOUS

118. Notwithstanding anything to the contrary, either expressly or impliedly contained in these presents, the Company shall be a "private Company" within the meaning of the Statutes and the following provisions shall have effect and be applicable thereto, namely:

- (a) The number of members for the time being of the Company shall be restricted to fifty (50) exclusive of persons who are in the employment of the Company and persons who, having been formerly in the employment of the Company were, (while in such employment, and shall have continued after the termination of such employment, to be shareholders of the Company), provided that where two (2) or more persons hold one or more shares in the Company jointly they shall for the purpose of this Article, be treated as a single shareholder.
- (b) No invitation shall be made to the public to subscribe for any shares or debentures of the Company
- (c) The right of shareholders to transfer or dispose of their shares shall be subject to the following restriction, that is to say: That a share may not be transferred except if such transfer be approved or consented to by resolution of the Board of Directors.

STATE OF NEW YORK

IN SENATE

JANUARY

SESSION

REPORT OF THE
COMMISSIONER OF THE LAND OFFICE

1901

ALBANY:
1902



Certificate of Incorporation

I hereby Certify

that the following

is the name of the

corporation

incorporated

