

INCORPORATED UNDER THE COMPANIES ACT OF THE PROVINCE OF ALBERTA

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WILBERTEAN PUBLISHERS LIMITED

HEAD OFFICE: CALGARY, ALBERTA

THE AUTHORIZED CAPITAL STOCK OF THE COMPANY CONSISTS OF

**56,000 5% CUMULATIVE PREFERENCE SHARES OF A PAR VALUE OF
\$25.00 EACH AND 100,000 COMMON SHARES OF NO NOMINAL OR PAR VALUE**

This is to Certify that Charles Head Pearce — is the owner of
Common Shares of the Capital Stock of

ALBERDIAN PUBLISHERS LIMITED

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Books published only at the
Publisher's expense in person or
of his agents, and not by com-
mission, will be considered
as original publications.

Be it Witness Whereof the said Company has caused this Certificate to be signed by its duly authorized officers and to be sealed with the seal of the Company this 3rd day of March A.D. 1937

George Grant Bell

PRESIDENT

SECRETARY

NO PAR VALUE

MEMORANDUM OF AGREEMENT made this day of
January 1. D., 1936.

BETWEEN:

CHARLES K. UNDERWOOD and FRANK MOLLINGWORTH,
of Calgary, in the Province of Alberta, carrying
on business under the firm name and style of The
Alberta Social Credit Chronicle and the said The
Alberta Social Credit Chronicle, hereinafter
called "the Vendor".

OF THE FIRST PART,

- and -

ALBERTAN PUBLISHERS LIMITED, a body corporate
with head office at Calgary aforesaid, hereinafter
called "the Purchaser".

OF THE SECOND PART.

WHEREAS the Vendors Underwood and Hollingworth carry on business at
Calgary aforesaid, as printers and publishers under the firm name and style of
The Alberta Social Credit Chronicle and inter alia publish a newspaper known as
The Alberta Social Credit Chronicle;

AND WHEREAS the Vendors have agreed to sell to the Purchaser and the
Purchaser has agreed to purchase from the Vendors the said business and all the
assets thereof for the consideration and upon the terms and conditions herein-
after set forth.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and
for the further considerations herein appearing, it is hereby mutually covenanted
and agreed by and between the parties hereto as follows:

1. The Vendors hereby sell and the Purchaser hereby purchases:

- All the lands, buildings, plant, machinery, fixtures, office
furniture, chattels, goods, effects and things in or about the
premises of the Vendors and used in connection with the said business.
- The goodwill of the said business including all circulation lists,

franchises and licenses owned or held by the Vendors and the exclusive right to use the name "Alberta Social Credit Chronicle";

(c) All other property and assets, if any, of the Vendors in connection with the said business.

2. All taxes, insurance and other prepaid or overdue charges shall be adjusted as of the date on which the said sale takes effect as hereinafter provided.

3. The Purchaser shall (a) issue and allot to the Vendors or their nominee or nominees as fully paid up and non-assessable shares 240 preference shares of the capital stock of the Purchaser or a par value of \$25.00 per share, and one hundred and twenty (120) common shares of the capital stock of the Purchaser of no nominal or par value; (b) pay to the Vendors the sum of \$6000.00. subject to the terms and conditions hereinafter set forth.

4. The said sum of \$6000.00 shall be paid to the Vendors by the Purchaser paying to them all money's realized by it from the sale of shares of its capital stock until such time as the whole of the said sum is fully paid and satisfied.

5. The said sale shall take effect as from the date when the Purchaser becomes entitled to commence business, and the Vendors shall from such date be deemed to be carrying on the said business on behalf of the Purchaser and shall account to the Purchaser and be ~~Indemnified~~ accordingly.

6. Upon the issue and allotment of the aforesaid shares and upon payment in full of the said sum of \$6000.00, the Vendors shall do, sign and execute all deeds, documents, matters and things which are convenient or necessary for more completely and effectively carrying out the intention of this agreement and for vesting in the Purchaser the property hereinbefore described free from encumbrance and from any and all claims of the Vendors or of any person or persons claiming by, through or under

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them, or any of them, and shall from time to time, at the request and expense of the Purchaser, do, sign and execute all such further deeds, documents, matters and things which may be reasonably necessary for the purposes aforesaid.

7. The Vendors shall not, nor shall either or any of them, for a period of five years from the date when the sale herein becomes effective as hereinbefore provided, within the Province of Alberta, either directly or indirectly as principal or agent or otherwise howsoever, undertake or carry on or be engaged, concerned or interested, either alone or in partnership or as Manager, Agent or servant of any other person, firm or company, or as an officer or shareholder in a Limited Company, or otherwise, in the business of printers or publishers, or any allied trades or businesses, and will not within the said period solicit or seek to obtain business or permit their names, or any of them, to be used either alone or jointly with others for the purposes of any such business within the said Province, and shall not at any time hereafter interfere with or intervent in or divert or endeavor to divert any of the business of the Purchaser. Provided that nothing herein contained shall prevent or prohibit the Vendors, or either of them, from being engaged, concerned or interested in the publication of a country weekly newspaper not of general circulation throughout the Province of Alberta.

8. This agreement shall ensue to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Vendors have hereunto set their hands and seals and the Purchaser has caused to be affixed hereto its corporate seal attested by the signatures of its proper officers in that behalf the day and year first above written.

SIGNED SEALED & DELIVERED)

in the presence of)

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NUMBER

192

CLASS

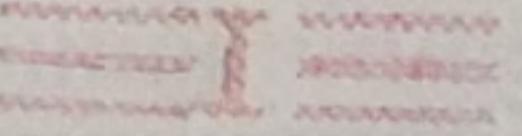
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INCORPORATED UNDER THE COMPANIES ACT OF THE PROVINCE OF ALBERTA

ALBERTAN PUBLISHERS LIMITED

HEAD OFFICE: CALGARY, ALBERTA

THE AUTHORIZED CAPITAL STOCK OF THE COMPANY CONSISTS OF
56,000 5% CUMULATIVE PREFERENCE SHARES OF A PAR VALUE OF
\$25.00 EACH AND 100,000 COMMON SHARES OF NO NOMINAL OR PAR VALUE

This is to Certify that Charles Read Pearce — is the owner of

Common Shares of the Capital Stock of

SHARE NUMBERS

ALBERTAN PUBLISHERS LIMITED

4 TO —



COMMON
transferable only on the books of the Company by the
holder hereof in person or by Attorney upon surrender
of this Certificate properly endorsed.

In Witness Whereof the said Company has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the seal of
the Company this 31st day of March AD 1937

O. C. Annott

SECRETARY

Gordon Bell

PRESIDENT

NO PAR VALUE

NOTICE. THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT
ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER.

unto _____
For Value Received, _____ hereby sell, assign and transfer
of the Common Stock, represented by the within Certificate, and
do hereby irrevocably constitute and appoint _____
to transfer the said Stock on the books of the within named Company,
with full power of substitution, in the premises.
Dated _____
In presence of _____

Attorney

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Certificate FOR

SHAR ES OF

THE
COMMON STOCK
OF

ALBERTAN

PUBLISHERS

LIMITED

ISSUED TO

Charles Read Pearce

DATED

March 31 / 37

NUMBER

191

SHARES

- - 1 -

INCORPORATED UNDER THE COMPANIES ACT OF THE PROVINCE OF ALBERTA

ALBERTAN PUBLISHERS LIMITED

HEAD OFFICE: CALGARY, ALBERTA

THE AUTHORIZED CAPITAL STOCK OF THE COMPANY CONSISTS OF
56,000 5% CUMULATIVE PREFERENCE SHARES OF A PAR VALUE OF
\$25.00 EACH AND 100,000 COMMON SHARES OF NO NOMINAL OR PAR VALUE

This is to Certify that J. J. O'Connor — is the owner of
— Common Shares of the Capital Stock of

ALBERTAN PUBLISHERS LIMITED

SHARE NUMBERS

3

— — — — —

transferable only on the books of the Company by the
holder hereof in person or by Attorney upon surrender
of this Certificate properly endorsed

In Witness Whereof the said Company has caused this Certificate to be
signed by its duly authorized officers and to be sealed with the seal of
the Company this 31st. day of March AD 1937

O.C. Amcott
SECRETARY

Gordon Bell
PRESIDENT

NO PAR VALUE

NOTICE. THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE, IN EVERY PARTICULAR, WITHOUT
ALTERATION OR ENLARGEMENT, OR ANY CHANGE WHATEVER

unto _____ For Value Received, hereby sell, assign and transfer
of the Common Stock represented by the within Certificate and
do hereby irrevocably constitute and appoint
to transfer the said Stock on the books of the within named Company
with full power of substitution, in the premises.
Dated _____
In presence of

J. J. O'Connor

Attorney

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CERTIFICATE
FOR

— 1 —
SHARES OF

THE
COMMON STOCK
OF
ALBERTAN
PUBLISHERS

LIMITED

ISSUED TO

J. J. O'Connor

DATED

March 31/37