Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD PSG WIND-DOWN LTD., OLD BHR WIND-DOWN CORP., OLD BPSU WIND-DOWN CORP., OLD BPSDS WIND-DOWN CORP., OLD EBS WIND-DOWN CORP., OLD PLG WIND-DOWN CORP., OLD PSGI WIND-DOWN CORP., OLD BHR INC., OLD BH INC., OLD BPSU INC., OLD BPSCI INC., OLD BPSUSH INC., OLD EBS INC., OLD PLG INC., AND OLD PSGI INC.

(Applicants)

SUPPLEMENTARY MOTION RECORD
(Re: CCAA Approval Order)
(Returnable December 20, 2017)

December 8, 2017

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
Email: phoward@stikeman.com

Lee Nicholson LSUC#: 66412I
Tel: (416) 869-5604
Email: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

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(Applicants)

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TAB	DOCUMENT
2.	Exhibit “B” – Order of the Bankruptcy Court Approving the Stipulation among Applicants, Equity Committee, and certain of the Applicants’ former directors, entered November 9, 2017

TAB AA

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ONTARIO
SUPERIOR COURT OF JUSTICE
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(Applicants)

AFFIDAVIT OF KEISHA LACKPATIAH-SEALY
(Sworn December 7, 2017)

I, KEISHA LACKPATIAH-SEALY, of the City of Oshawa, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a legal assistant with Stikeman Elliott LLP, counsel to Old PSG Wind-down Ltd., Old BHR Wind-down Corp., Old BPSU Wind-down Corp., Old BPSDS Wind-down Corp., Old EBS Wind-down Corp., Old EBS Wind-down Corp., Old PLG Wind-down Corp., Old PSGI Wind-down Corp., Old BHR Inc., Old BH Inc., Old BPSU Inc., Old BPSCI Inc., Old BPSCI Inc., Old BPSUSH Inc., Old EBS Inc., Old PLG Inc., and Old PSGI Inc. in their proceedings under the *Companies' Creditors Arrangement Act.*

2. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the First Amended Joint Chapter 11 Plan of Liquidation dated October 31, 2017 (the "**Joint Plan**").

3. Attached hereto as Exhibit "1" is the Plan Supplement to the Joint Plan, dated December 5, 2017. The Plan Supplement includes (a) a list of nominees for the post-Effective Date Boards of Directors of the Applicants; (b) the name of the Chief Wind-Down Officer; (c) the name of the Liquidation Trustee and members of the Liquidation Trust Advisory Board; (d) the proposed form of Liquidation Trust Agreement which includes the estimated amount of the Liquidation Trust Expense Reserve; (e) the list of the restricted share units and deferred share units to be recognized as Parent Equity Interests under the

Joint Plan; (f) the proposed amended articles for Old PSG Wind-down Ltd.; (g) the proposed form of the Cost Sharing Agreement; (h) the proposed form of CCAA Approval Order; and (i) the Intercompany Claim Treatment Modifications and Intercompany Equity Interest Treatment. The various documents are attached as Exhibits "A" to "I" in the Plan Supplement.

4. As noted in the Plan Supplement, the Applicants may supplement, modify, or amend the Plan Supplement at any time prior to the Effective Date.

5. Attached hereto as Exhibit "2" is the Order of the Bankruptcy Court entered November 9, 2017 approving the Stipulation among the Applicants, the Equity Committee and the Applicants' former directors.

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on December 7, 2017. Commissioner for Taking Affidavits Lee Nicholson	Keisha Lackpatiah-Sealy

EXHIBIT “1”

EXHIBIT "1"

referred to in the Affidavit of

KEISHA LACKPATIAH-SEALY

Sworn December 7, 2017

Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
OLD BPSUSH INC., *et al.*,[1]	)	Case No. 16-12373 (KJC)
Debtors.	)	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT TO FIRST AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION OF OLD BPSUSH INC. AND ITS AFFILIATED DEBTORS

PLEASE TAKE NOTICE that on November 2, 2017, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the *First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its Affiliated Debtors* [Docket No. 1473] (the "Plan") and the related *Disclosure Statement With Respect to First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its Affiliated Debtors* [Docket No.1474] the "Disclosure Statement").[2]

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Old BPSUSH Inc. (f/k/a BPS US Holdings Inc.) (8341); Old BH Inc. (f/k/a Bauer Hockey, Inc.) (3094); Old EBS Inc. (f/k/a Easton Baseball / Softball Inc.) (5670); Old BHR Inc. (f/k/a Bauer Hockey Retail Inc.) (6663); Old BPSU Inc. (f/k/a Bauer Performance Sports Uniforms Inc.) (1095); Old PLG Inc. (f/k/a Performance Lacrosse Group Inc.) (4200); Old BPSCI Inc. (f/k/a BPS Diamond Sports Inc.) (5909); Old PSGI Inc. (f/k/a PSG Innovation Inc.) (9408); Old BHR Wind-down Corp. (f/k/a Bauer Hockey Retail Corp.) (1899); Old EBS Wind-down Corp. (f/k/a Easton Baseball / Softball Corp.) (4068); Old PSGI Wind-down Corp. (f/k/a PSG Innovation Corp.) (2165); Old BPSDS Wind-down Corp. (f/k/a BPS Diamond Sports Corp.) (8049); Old BPSU Wind-down Corp. (f/k/a Bauer Performance Sports Uniforms Corp.) (2203); Old PLG Wind-down Corp. (f/k/a Performance Lacrosse Group Corp.) (1249); and Old PSG Wind-down Ltd. (1514) (f/k/a Performance Sports Group Ltd., and also representing the estates of the Debtors formerly known as KBAU Holdings Canada, Inc., Bauer Hockey Corp., and BPS Canada Intermediate Corp., respectively). The Debtors' mailing address is 666 Burrard Street, Suite 1700, Vancouver, British Columbia, Canada, V6C 2X8.

[2] All terms not otherwise defined herein shall be given the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that, as referenced in the Plan and set forth in the Disclosure Statement, attached hereto as **Exhibits A** through **I** are the documents that comprise the Plan Supplement:[3]

Exhibit A: **Debtors' Post-Effective Date Boards of Directors**

Exhibit B: **Chief Wind-Down Officer**

Exhibit C: **Liquidation Trustee and Members of Liquidation Trust Advisory Board**

Exhibit D: **Proposed Form of Liquidation Trust Agreement (Includes Liquidation Trust Expense Reserve Amount)**[4]

Exhibit E: **Restricted Stock Units and Deferred Share Units to be Treated as Parent Equity Interests Under the Plan**

Exhibit F: **Amendments to Debtors' Organizational Documents**

Exhibit G: **Form of Cost Sharing Agreement**

Exhibit H: **Form of CCAA Approval Order**

Exhibit I: **Intercompany Claim Treatment Modifications; Intercompany Equity Interest Treatment**

PLEASE TAKE FURTHER NOTICE that any holder of Claims or Equity Interests who would like to receive copies of any of the exhibits contained in this Plan Supplement may receive a copy by contacting Casey Cathcart at (302) 571-4753 or ccathcart@ycst.com. In addition, copies may also be obtained (a) for a fee through the website of the United States Bankruptcy Court for the District of Delaware, https://ecf.deb.uscourts.gov,

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[3] The Debtors expressly reserve the right, at any time prior to the Effective Date, to supplement, modify or amend this Plan Supplement with the consent of various parties whose approval for such items is required by the Plan. Defined terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

4 As noted in Section 2.5 of the Liquidation Trust Agreement, the initial amount of the Liquidation Trust Expense Reserve is currently estimated to be $6,000,000, which amount may be adjusted up or down prior to the Confirmation Hearing, and subsequently may be adjusted up or down from time to time by the Liquidation Trustee in its judgment, subject to Section 3.5 of the Liquidation Trust Agreement. The payment of expenses from the Liquidation Trust Expense Reserve may materially impact recoveries to Holders of Allowed Parent Equity Interests.

or (b) free of charge through the website established by the Claims Agent for the Debtors' Chapter 11 Cases at https://cases.primeclerk.com/PSG/.

Dated: December 5, 2017
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Shane M. Reil

Pauline K. Morgan (No. 3650)
Sean T. Greecher (No. 4484)
Justin H. Rucki (No. 5304)
Shane M. Reil (No. 6195)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

-and-

PAUL, WEISS, RIFKIND,
WHARTON & GARRISON LLP
Kelley A. Cornish
Alice Belisle Eaton
Claudia R. Tobler
Christopher Hopkins
1285 Avenue of the Americas
New York, New York 10019
Telephone: (212) 373-3000
Facsimile: (212) 757-3990

Co-Counsel to the Debtors and Debtors in Possession

EXHIBIT A

Debtors' Post-Effective Date Boards of Directors

1. **Kenneth Grossman**
2. **Geoffrey Arens**
3. **Brenda Reed**

4. and 5. Two Members to be designated at or prior to the Confirmation Hearing, at least one of whom shall be a Canadian Resident

Please refer to Exhibits A and B of the Liquidation Trust Agreement (which is Exhibit D to this Plan Supplement) with respect to proposed compensation.

<u>EXHIBIT B</u>

Chief Wind-Down Officer

1. **<u>Mark E. Palmer</u>**

Please refer to Exhibits A and B of the Liquidation Trust Agreement (which is Exhibit D to this Plan Supplement) with respect to proposed compensation.

EXHIBIT C

Liquidation Trustee and Members of Liquidation Trust Advisory Board

Liquidation Trustee

1. Mark E. Palmer

Members

1. Kenneth Grossman
2. Geoffrey Arens
3. Brenda Reed

4. and 5. Two Members to be designated at or prior to the Confirmation Hearing, at least one of whom shall be a Canadian Resident

Please refer to Exhibits A and B of the Liquidation Trust Agreement (which is Exhibit D to this Plan Supplement) with respect to proposed compensation.

EXHIBIT D

Proposed Form of Liquidation Trust Agreement

OLD PSG WIND DOWN LIQUIDATION TRUST AGREEMENT

This liquidating trust agreement (the "Agreement") is made this [__] day of [ ], 2017 by and among Old PSG Wind-down Ltd. (together, the "Debtor"), and Theseus Strategy Group LLC, as trustee (the "Liquidation Trustee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Plan (as defined below).

RECITALS

WHEREAS, on October 31, 2016, the Debtor and certain of its affiliated entities (collectively, the "Debtors") filed voluntary petitions (collectively, the "Chapter 11 Cases") for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and each also made an application for protection from their creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") with the Ontario Superior Court of Justice (Commercial List) (the "Canadian Court,") commencing the Debtors' proceedings under the CCAA (the "CCAA Proceedings" and collectively with the Chapter 11 Cases, the "Bankruptcy Proceedings");

WHEREAS, on November 10, 2016, the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Creditors' Committee, a statutory committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code. On November 28, 2016, the U.S. Trustee appointed the Equity Committee, a statutory committee of equity security holders pursuant to section 1102 of the Bankruptcy Code;

WHEREAS, on [December __,], 2017, the Bankruptcy Court entered an order [Docket No. __] (the "Confirmation Order") confirming the *First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its Affiliated Debtors* (the "Plan");

WHEREAS, on December [**20**], 2017, the Canadian Court entered an order (the "CCAA Approval Order") enforcing the Plan in Canada and granting other relief to necessary to effectuate the Plan.

WHEREAS, the Plan's Effective Date shall occur on December [ ], 2017;

WHEREAS, pursuant to the Plan, in the event that certain Holders of Allowed Parent Equity Interests (as defined in the Plan) elect Option 1, (a) a liquidating trust (the "Liquidation Trust") will be formed on the Effective Date, (b) as soon as practicable following the Effective Date, beneficial interests therein ("Beneficial Trust Interests") shall be distributed to the Holders of Allowed Parent Equity Interests that validly elected Option 1 under the Plan (the "LT Holders"), and (c) the Liquidation Trust will be vested with its applicable share (consistent with the Asset Apportionment) of the Liquidation Trust Expense Reserve and the Retained Causes of Action and certain other Assets (but not any of the Sales Proceeds or other Cash other than Cash generated from the Retained Causes of Action or in the Liquidation Trust Expense Reserve) (such applicable share, the "Liquidation Trust Assets"), in each case to be liquidated and distributed to the LT Holders as set forth in the Plan and this Agreement;

WHEREAS, the Plan further contemplates that the Reorganized Debtors shall retain or acquire their applicable share (consistent with the Asset Apportionment) of the Retained Causes of Action, Liquidation Trust Expense Reserve and certain other assets of the Debtors' Estates for the benefit of Holders of Allowed Parent Equity Interests in the Parent Debtor who did not validly elect Option 1 or are otherwise deemed to have elected Option 2 under the Plan, but subject to the obligation of the Liquidation Trust and the Reorganized Debtors under the Plan to pay the Class Settlement Litigation Proceeds to the Lead Plaintiff, as set forth in the Plan;

WHEREAS, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4(d), the Liquidation Trust shall be created for the primary purpose of liquidating the Liquidation Trust Assets in an expeditious and orderly manner, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the Liquidation Trust and the Plan;

WHEREAS, the Plan provides that the person appointed as Liquidation Trustee shall also be appointed as the Litigation Representative on behalf of the Reorganized Debtors and, in such dual capacities, shall have the power and authority to exercise certain rights, powers and privileges related to the Retained Causes of Action and the Liquidation Trust Expense Reserve on behalf of this Liquidation Trust and the Reorganized Debtors as more fully set forth herein; and

WHEREAS, for U.S. federal income tax purposes, the Liquidation Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes, pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended (the "IRC"), with the LT Holders (or, as applicable, the underlying beneficial holders of the LT Holders (the "Beneficial Holders")) to be treated as the grantors of the Liquidation Trust and deemed to be the owners of the Liquidation Trust Assets (including the income and proceeds thereof), subject to the rights of creditors of the Liquidation Trust. The transfer of the Liquidation Trust Assets to the Liquidation Trust shall be treated as a deemed transfer of those assets from the Debtors and the Estates to the LT Holders (or, as applicable, the Beneficial Holders) followed by a deemed transfer by such LT Holders (or, as applicable, the Beneficial Holders) to the Liquidation Trust.

NOW, THEREFORE, pursuant to the Plan and the Confirmation Order, in consideration of the mutual agreements of the parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I
DECLARATION OF TRUST

1.1 Creation and Purpose of the Liquidation Trust. The Debtors and the Liquidation Trustee hereby create the Liquidation Trust for the primary purpose of liquidating and distributing the Liquidation Trust Assets to the LT Holders in accordance with their respective entitlements, if any, under the Plan, the Confirmation Order, the CCAA Approval Order and applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the Liquidation Trustee shall (a) make continuing efforts to collect and reduce the Liquidation Trust Assets to cash, and (b) make timely distributions in accordance with the Plan and not unduly prolong the duration of the Liquidation Trust.

1.2 Declaration of Trust. In order to declare the terms and conditions hereof, and in consideration of the confirmation of the Plan, the Debtors and the Liquidation Trustee have executed this Agreement and, effective as soon as reasonably practicable following the Effective Date, the Reorganized Parent Debtor shall, in accordance with the Plan, irrevocably transfer to the Liquidation Trust a portion of the right, title, and interests of the Debtors in and to the Retained Causes of Action, together with all of the Privileges, in each case to the extent consistent with the Asset Apportionment as defined herein, to have and to hold unto the Liquidation Trust and its successors and assigns forever, under and subject to the terms of the Plan, the Confirmation Order and the CCAA Approval Order for the benefit of the LT Holders (or, as applicable, the Beneficial Holders, in each case, to the extent of their respective legal entitlements) and their successors and assigns as provided for in this Agreement and in the Plan, the Confirmation Order and the CCAA Approval Order. Within sixty (60) days of the Effective Date, at least $100,000 of the Liquidation Trust Expense Reserve shall be transferred by the Reorganized Parent Debtor to the Liquidation Trust, as set forth in the Plan, unless the Board of Directors of the Reorganized Parent Debtor, with the consent of the Liquidation Trustee, which consent shall not be unreasonably withheld, reasonably determines that such funding should not be made. As set forth in Section 2.5 herein, the Reorganized Debtors shall transfer the appropriate portion of the remainder of the Liquidation Trust Expense Reserve to the Liquidation Trust in accordance with the Plan and pursuant to the provisions of Section 1(4) of the Cost Sharing Agreement. As soon as reasonably practicable after the Effective Date, the Reorganized Debtors shall transfer the appropriate portion of their rights in respect of books and records and other documents as set forth in Section 4.3 herein, and the other Liquidation Trust Assets (including the income and proceeds therefrom), as set forth in the Plan, in each case to the extent consistent with the Asset Apportionment, as defined herein. Following the occurrence of the Effective Date, automatically, without further action and immediately, (i) title to all Liquidation Trust Assets shall vest in the Liquidation Trust in accordance with the Plan, the Confirmation Order and the CCAA Approval Order consistent with the Asset Apportionment, free and clear of all Claims, liens, security interests, encumbrances or interest of any kind and (ii) the Liquidation Trustee shall be Trustee of this Liquidation Trust in accordance with the Plan. For all purposes of this Agreement, "Asset Apportionment" shall be subject to adjustment from time to time, as the Liquidation Trustee (including in its capacity as Liquidation Trustee and its capacity as Litigation Representative), determines in its reasonable judgment, so as to take into account the percentages of Allowed Parent Equity Interests for those Holders of Parent Equity Interests who have (i) validly elected Option 1, and who qualify as holders of Beneficial Trust Interests in accordance with the Plan; and (ii) validly elected Option 2 or are deemed to have elected Option 2 or who otherwise are and remain shareholders of the Reorganized Parent Debtor in accordance with the Plan.

1.3 Vesting of Estate Assets. The Liquidation Trustee shall have all the rights and powers set forth in the Plan and this Agreement (to the extent not inconsistent with the Confirmation Order, the CCAA Approval Order and the Plan) to act on behalf of the Liquidation Trust (and, in its capacity as Litigation Representative, on behalf of the Reorganized Debtors and this Liquidation Trust), including the right to (a) effect all actions and execute all agreements, instruments and other documents, and exercise all rights and Privileges previously held by the Debtors, necessary or convenient to implement the provisions of the Plan and this Agreement,

(b) subject to this Agreement, the Confirmation Order and the Plan, prosecute, settle, abandon or compromise the Retained Causes of Action on behalf of the Liquidation Trust and the Debtors, (c) authorize distributions as contemplated by and in accordance with the Plan, and (d) make disbursements from the Liquidation Trust Expense Reserve (or, prior to the funding of the Liquidation Trust Expense Reserve, make required distributions of cash held by the Reorganized Debtors) on behalf of the Liquidation Trust and the Reorganized Debtors. The Liquidation Trustee for the benefit of and on behalf of the Liquidation Trust and in its capacity as Litigation Representative for the benefit of and on behalf of the Reorganized Debtors and the Liquidation Trust, without further court order but subject to this Agreement and the Plan, shall have full power and authority to (i) investigate, prosecute, abandon, settle, liquidate, or otherwise resolve the Retained Causes of Action, (ii) retain counsel and other professionals in connection with investigating, prosecuting, abandoning, settling, liquidating, or otherwise resolving the Retained Causes of Action, under such arrangements regarding compensation and other terms as the Liquidation Trustee may deem reasonable and appropriate, (iii) subject to Section 3.5(b), to the extent consistent with the provisions of U.S. tax laws applicable to liquidating trusts, enter into arrangements for the funding of the foregoing activities of the Liquidation Trustee and the Litigation Representative in respect of the Retained Causes of Action, which arrangements may include granting interests in the Retained Causes of Action or the proceeds thereof; provided, however, that any such funding arrangements shall be non-recourse except as to any proceeds received in respect of the Retained Causes of Action subject to such funding arrangements and, provided, further, however, that any such funding may only be furnished by a Holder of Beneficial Interests in the Liquidation Trust or an Equity Interest in the Reorganized Parent Debtor, or another Affiliate of the Liquidation Trust or the Reorganized Parent Debtor (except for the Liquidation Trustee) if a majority of disinterested members of the Liquidation Trust Advisory Board and the Board of Directors of the Reorganized Parent Debtor and the Liquidation Trustee and the Litigation Representative (or if there are no disinterested members of the Liquidation Trust Advisory Board or the Board of Directors of the Reorganized Parent Debtor, the Bankruptcy Court and the Canadian Court) have made a determination in their reasonable, good faith judgment that any such funding arrangement to be provided by such a Holder or Affiliate is on terms at least as favorable to the Liquidation Trust and the Reorganized Parent Debtor as those which are available on an arm's-length basis from a disinterested Person and it would be in the best interest of the Liquidation Trust and the Reorganized Parent Debtor to enter into such arrangement. Subject to, and in accordance with, the provisions of the Plan, including, but not limited to, the obligation of the Liquidation Trust and the Reorganized Parent Debtor to pay forty percent (40%) of any Cause of Action Net Proceeds which may be recovered, up to an aggregate amount of $2.5 million, to the Lead Plaintiff as Plan Settlement Litigation Proceeds, all Liquidation Trust Assets shall be delivered to the Liquidation Trust free and clear of liens, claims, and interests of any kind. Moreover, on the Effective Date, (i) all Privileges with respect to the Liquidation Trust Assets and any other assets of the Estates and/or of the Debtors to which the Debtors are entitled, including the attorney-client privilege and any other privilege or similar right, shall be automatically vested jointly in the Liquidation Trust and the Reorganized Debtors, and available for assertion or waiver by the Liquidation Trustee, in its capacity as Litigation Representative on behalf of the Liquidation Trust and the Reorganized Debtors, and (ii) the Liquidation Trustee shall have the exclusive power and authority (subject only the consent of the Liquidation Trust Advisory Board under Section 3.5(b) to exercise the rights, powers and privileges conferred upon it under the Plan in its capacity as Liquidation

Trustee acting on behalf of the Liquidation Trust, as further provided in this Agreement. To the extent any of the foregoing does not automatically occur on or following the Effective Date or is not effectuated through the Confirmation Order, the CCAA Approval Order or this Agreement, the Reorganized Debtors shall, on or as soon as reasonably practicable following the Effective Date, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing.

1.4 Acceptance by Liquidation Trustee; Management. The Liquidation Trustee hereby accepts the trust imposed on it by this Agreement, agrees to observe and perform that trust and all other powers and duties vested in it hereunder as Liquidation Trustee hereunder and subject to the terms and conditions set forth in this Agreement, the Plan, the Confirmation Order and the CCAA Approval Order. In connection with and in furtherance of the purposes of the Liquidation Trust, the Liquidation Trustee hereby accepts the transfer of the Liquidation Trust Assets to this Liquidation Trust. The Liquidation Trust shall be managed within the United States in accordance with this Agreement and the provisions of the Plan.

1.5 Name of the Liquidation Trust. The Liquidation Trust established hereby shall be known as the "Old PSG Wind Down Liquidation Trust."

1.6 Liquidation Trust Advisory Board. Pursuant to the Plan and this Agreement, an advisory board (the "Liquidation Trust Advisory Board") shall be created on the Plan's Effective Date comprised of up to five (5) members (each a "Member" and collectively, the "Members"), each of whom shall be a United States person as defined in Section 7701(a)(30) of the IRC, and shall not be a resident of Canada for purposes of the *Income Tax Act* (Canada) (a "United States Person"); provided however, that, notwithstanding the foregoing, at least one (1) Member may be a Canadian person unless the Liquidation Trustee for good reason determines otherwise. Mark E. Palmer (in his capacity as Managing Director of the Liquidation Trustee) or any other Person who is affiliated with the Liquidation Trustee may, but shall not be required to, serve as a Member of the Liquidation Trust Advisory Board, provided Mark E. Palmer (or such other Person affiliated with a Liquidation Trustee which is an Entity) is not the sole Member of the Liquidation Trust Advisory Board at the same time as he acts as the Liquidation Trustee, which service shall be without any additional compensation beyond that payable to the Liquidation Trustee pursuant to this Agreement. Except as otherwise expressly provided in the Plan and this Agreement, the Liquidation Trust Advisory Board shall have the responsibility to advise the Liquidation Trustee as provided hereunder, but shall not have any power or authority as to the Liquidation Trust Assets, the Retained Causes of Action, the Privileges, books and records or other assets or property belonging to the Estates. Action by the Liquidation Trust Advisory Board shall be taken by majority vote of the Members; provided, however, that the Liquidation Trust Advisory Board shall not have a quorum to take any action or make any decision at a time when United States Persons do not constitute a majority of the Members present and voting. All meetings of the Liquidation Trust Advisory Board shall be held in the United States of America. If one or more Members attends a meeting of the Liquidation Trust Advisory Board by telephone or other form of electronic communication, then a majority of the Members shall be physically present in the United States of America for such meeting. The initial Members of the Liquidation Trust Advisory Board and their compensation are set forth on Exhibit A.

ARTICLE II
THE LIQUIDATING TRUSTEE

2.1 Appointment. The Liquidation Trustee has been selected pursuant to the provisions of the Plan and has been appointed as such as of the Effective Date. The Liquidation Trustee's appointment shall continue until the earlier of (a) the termination of the Liquidation Trust or (b) the Liquidation Trustee's death, medical incapacity (as determined by the Members of the Liquidation Trust Advisory Board other than the Liquidation Trustee or an affiliate thereof), dissolution, resignation or removal. To effectuate an orderly and efficient transition of the administration of the Liquidation Trust Assets, the Liquidation Trustee may perform certain services in connection with its duties and obligations under this Agreement prior to the Effective Date.

2.2 General Powers. Except as otherwise provided in this Agreement, the Plan, the Confirmation Order or the CCAA Approval Order, the Liquidation Trustee shall control and exercise authority over the Liquidation Trust Assets, over the acquisition, management, and disposition thereof, and over the management of the Liquidation Trust. Nothing in this Agreement shall be deemed to prevent the Liquidation Trustee from taking, or failing to take, any action that it is obligated to take (or not to take) in the performance of any fiduciary or similar duty that the Liquidation Trustee owes to the LT Holders or the Beneficial Holders hereunder or to the Reorganized Debtors (or the Reorganized Parent Debtor's shareholders) as Litigation Representative or otherwise to any other Person. No person dealing with the Liquidation Trust shall be obligated to inquire into the Liquidation Trustee's authority in connection with the acquisition, management, or disposition of Liquidation Trust Assets. Without limiting the generality of the foregoing and in addition to the powers set forth in the Plan and Confrontation Order, but subject to the Plan, the Confirmation Order, and other provisions of this Agreement (including without limitation Section 3.5(b) herein), the Liquidation Trustee in its capacity as such shall be expressly authorized, with respect to the Liquidation Trust and the Liquidation Trust Assets, to:

(a) Exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced, and take all actions that may be or could have been taken with respect to the Liquidation Trust Assets, by any officer, director, shareholder, or other party acting in the name of the Debtors or their Estates with like effect as if duly authorized, exercised, and taken by action of such officers, directors, shareholders, or other party.

(b) Open and maintain bank accounts, open and maintain a mailing office and/or a meeting office or establish a presence in a particular United States jurisdiction, in each case on behalf of or in the name of the Liquidation Trust, calculate and make distributions, and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidation Trust and/or the Reorganized Debtors, to the extent provided under the Plan, the Confirmation Order or the CCAA Approval Order.

(c) Receive, manage, invest, supervise, and protect the Liquidation Trust Assets, subject to the limitations provided herein.

(d) Hold legal title to any and all Liquidation Trust Assets.

(e) Subject to the applicable provisions of the Plan, prosecute, collect and liquidate all Liquidation Trust Assets.

(f) Review and, where appropriate, allow, object to and/or move to estimate or recharacterize U.S. Claims and/or Equity Interests in consultation with the Monitor in accordance with the Plan and Claims Resolution Order approved by the Canadian Court on September 1, 2017, supervise and administer the resolution and settlement of all Equity Interests, and supervise, administer, and distribute Liquidation Trust Assets to the LT Holders in accordance with this Agreement, the Plan, the Confirmation Order, the CCAA Approval Order and the Claims Resolution Order.

(g) Subject to Article IV of this Agreement, prosecute, abandon, compromise, and settle all Retained Causes of Action, and exercise all other rights, powers and privileges conferred upon the Liquidation Trustee under the Plan, including, but not limited to, those vested in it as Litigation Representative on behalf of the Liquidation Trust and the Reorganized Debtors.

(h) (i) Seek a determination of tax liability under Bankruptcy Code Section 505; (ii) file any and all tax and information returns required to be filed; (iii) make all tax elections required to be made; and (iv) pay all taxes required to be paid, if any, in each case, for and on behalf of the Liquidation Trust and, as necessary, the Disputed Parent Equity Interest Reserve.

(i) Take any reasonably necessary actions to implement the pre-dissolution reconciliation of distributions to the LT Holders and shareholders of Reorganized Parent Debtor in accordance with Article V.B.3.c of the Plan (the "<u>True-Up Provisions</u>") and the Cost Sharing Agreement.

(j) Pay all lawful, expenses, debts, charges, taxes, and liabilities of the Liquidation Trust, including, as necessary, the Disputed Parent Equity Interest Reserve. Without limitation of the generality of the foregoing, the Liquidation Trustee, in its capacity as such and as Litigation Representative, may pay or reserve for payment all reasonable and documented fees, costs, and expenses of the Liquidation Trust or the Reorganized Debtors, in a manner consistent with the Asset Apportionment, as applicable, and, to the extent appropriate, consistent with the True-Up Provisions, that are: (i) incurred in connection with the administration of the Liquidation Trust or the Reorganized Debtors, the protection, preservation, liquidation and distribution of the Liquidation Trust Assets, or the assets vested in the Reorganized Debtors, and the cost of investigating, prosecuting, resolving and/or settling any Retained Causes of Action or Claims against the Debtors' Estates, any tax liability imposed upon the Liquidation Trust, and any fees, costs, expenses of any and all professionals retained by the Liquidation Trust or the Reorganized Debtors in connection with the Liquidation Trust Assets; (ii) obligations or other liabilities otherwise incurred by the Liquidation Trust; (iii) contingent liabilities reasonably necessary to preserve the value of the Liquidation Trust Assets; (iv) any other Wind-Down Expenses as provided under the Plan; and (v) any other obligations of the Liquidation Trust or the Reorganized Debtors as set forth in the Plan, the Confirmation Order, the CCAA Approval

Order or this Agreement.

(k) Take any and all actions consistent with the provisions of the Plan, the Confirmation Order and the CCAA Approval Order, including, without limitation, cooperating with the Chief Wind Down Officer to cause the payment of any Class Settlement Litigation Proceeds which may be required to be paid to the Lead Plaintiff pursuant to the Plan.

(l) Make distributions to the LT Holders, as provided for or contemplated by the Plan, the Confirmation Order, the CCAA Approval Order and this Agreement.

(m) Withhold from the amount distributable to any person such amount as may be sufficient to pay any tax or other charge which the Liquidation Trustee has determined, in its sole discretion, may be required to be withheld therefrom under the income tax laws of the United States, Canada, any foreign country, or of any state, local, provincial or political subdivision of any of them.

(n) Enter into any agreement or execute any document required by or consistent with the Plan, the Confirmation Order, the CCAA Approval Order or this Agreement and perform all obligations thereunder.

(o) If any of the Liquidation Trust Assets are situated in any state or other jurisdiction in which the Liquidation Trustee is not qualified to act as trustee, nominate and appoint a person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Liquidation Trustee in its sole discretion; confer on such trustee all the rights, powers, privileges, and duties of the Liquidation Trustee hereunder, subject to the conditions and limitations of this Agreement, except as modified or limited by the Liquidation Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the Liquidation Trustee for all monies, assets, and other property that may be received in connection with the administration of all property; and remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Liquidation Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal.

(p) Purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable.

(q) Subject to Section 3.3 herein, retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration, prosecution and distribution of the Liquidation Trust Assets pursuant to Section 2.5 herein.

(r) Taking any and all other actions which the Liquidation Trustee deems necessary or desirable to implement, enforce, or discharge all of the terms, conditions and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, the CCAA Approval Order and this Agreement (including the income and proceeds therefrom).

(s) Enter into agreements with any Person or Entity, including Holders of Parent Equity Interests, for the administration, prosecution and distribution of Retained Causes of Action.

(t) Subject to Section 3.5 herein, manage, including without limitation adjust from time to time the amount of, the Liquidation Trust Expense Reserve.

(u) Take all other actions consistent with the provisions of the Plan, the Confirmation Order, the CCAA Approval Order and this Agreement that the Liquidation Trustee deems reasonably necessary or desirable to administer the Plan.

(v) Take all actions necessary or appropriate to (i)make or cause to be made any Class Settlement Litigation Proceeds payable to the Lead Plaintiff pursuant to the Plan and the Class Settlement Stipulation; and (ii) comply with any requirements under the Internal Revenue Code, any applicable regulations promulgated thereunder or any other tax laws which, in the reasonable judgment of the Liquidation Trustee, are applicable to such payments (including, but not limited to, the issuance of grantor trust information to the Lead Plaintiff or others and the receipt of any applicable Tax Documents (as defined in Section 9.2 hereof)) prior to the payment of such Class Settlement Litigation Proceeds to the Lead Plaintiff.

2.3 Limitations on the Liquidation Trustee. Notwithstanding anything under applicable law, this Agreement, or the Plan to the contrary, the Liquidation Trustee shall not do or undertake any of the following:

(a) Take any action that would jeopardize treatment of the Liquidation Trust as a "liquidating trust" for U.S. federal income tax purposes.

(b) Receive transfers of any listed stocks or securities, or any readily marketable securities, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the Liquidation Trustee receive any such investment that would jeopardize treatment of the Liquidation Trust as a "liquidating trust" for federal income tax purposes.

(c) Receive or retain cash or cash equivalents in excess of a reasonable amount necessary to make applicable distributions to LT Holders, satisfy any liabilities of the Liquidation Trust and establish and maintain the Liquidation Trust Expense Reserve, as contemplated by the Plan.

(d) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or other temporary liquid investments, such as short-term certificates of deposit or Treasury bills or other investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, IRS revenue procedures, other IRS pronouncements, or otherwise.

(e) Receive or retain any operating assets of a going business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation with operating assets, except as is absolutely necessary or required under the Plan and the Confirmation Order; provided, however, that in no event shall the Liquidation Trustee receive or retain any such asset or interest that would jeopardize treatment of the Liquidation Trust as a "liquidating trust" for federal income tax purposes.

(f) Commence any Cause of Action exculpated or released pursuant to the Plan or other Order of the Bankruptcy Court or the Canadian Court.

(g) Accept or take on, directly or indirectly, any obligation or other liability, monetary or otherwise, on behalf of the Liquidation Trust, that is not contemplated by, or, in the reasonable judgment of the Liquidation Trustee, necessary or desirable to effectuate, the terms of the Plan.

(h) Take any action that is prohibited by the Plan, the Confirmation Order and the CCAA Approval Order except as otherwise authorized by order of the Bankruptcy Court and/or the Canadian Court; provided, however, that the parties hereto agree that the Reorganized Parent Debtor and the Liquidation Trust shall not seek an order of the Canadian Court if, in the reasonable judgment of the Liquidation Trustee, the effect of such order would reasonably be expected to have a material adverse effect on the Liquidation Trust for any applicable United States tax or securities law purposes.

2.4 Compensation of Liquidation Trustee and Its Professionals. The Liquidation Trustee shall be entitled to be paid from the Liquidation Trust Expense Reserve or other Liquidation Trust Assets (including the income or proceeds therefrom) reasonable compensation in connection with the performance of its duties (including any work performed prior to the Effective Date) as set forth in Exhibit B hereto, plus the reimbursement of reasonable out-of-pocket expenses. The reimbursement of reasonable out-of-pocket expenses shall be paid in arrears within the time frame provided in this Section 2.4. Any successor to the Liquidation Trustee shall also be entitled to reasonable compensation in connection with the performance of its duties, which compensation may be different from the terms provided in Exhibit B, plus the reimbursement of reasonable out-of-pocket expenses. It is expressly acknowledged and agreed that: (i) the above compensation is to be paid to the Liquidation Trustee both for its services as Liquidation Trustee and as Litigation Representative on behalf of the Liquidation Trust and the Reorganized Debtors; (ii) the Liquidation Trustee shall be entitled to no separate or additional compensation from the Liquidation Trust or the Reorganized Debtors for serving as Litigation Representative of the Liquidation Trust and the Reorganized Debtors; and (iii) the Liquidation Trust and the Reorganized Parent Debtor shall bear its allocable share of such compensation in accordance with the Asset Apportionment, as applicable, and, to the extent appropriate, consistent with the True-Up Provisions.

The Liquidation Trustee may retain the services of employees, professionals (including, but not limited to, lawyers and accountants), and consultants to advise and assist in the administration, prosecution and distribution of the Liquidation Trust Assets. The Liquidation Trustee shall also be entitled to pay from the Liquidation Trust Assets (including the income or proceeds therefrom) reasonable compensation, plus the reimbursement of out-of-pocket expenses, to each of its professionals.

The Liquidation Trustee and any employees, professionals or consultants employed or retained by the Liquidation Trustee that seek compensation or reimbursement of reasonable out-of-pocket expenses shall prepare and provide to the Liquidation Trust Advisory Board a monthly billing statements (or billing statements at such other intervals as the Liquidation Trust Advisory Board may direct (each, a "Fee Statement")). The Liquidation Trustee and professionals, employees and consultants employed by it shall not be required to comply with the U.S. Trustee Fee Guidelines or to submit copies of Fee Statements to the U.S. Trustee.

2.5 Liquidation Trust Expense Reserve. Subject to Section 9.2 herein and the provisions of the Plan, Confirmation Order and the CCAA Approval Order, the Debtors shall establish and fund the Liquidation Trust Expense Reserve to hold the amount of Cash specified in the Plan Supplement and the Liquidation Trustee shall hold and administer the Litigation Trust's share of the Liquidation Trust Expense Reserve on behalf of this Liquidation Trust. Pursuant to the Plan and the Cost Sharing Agreement, funds in the Liquidation Trust Reserve Account may be used to pay (i) Wind-Down Expenses of the Liquidation Trust and the Reorganized Debtors incurred after the Effective Date and (ii) fees, costs and expenses incurred by the Liquidation Trust and the Reorganized Debtors related to the administration of such Liquidation Trust or the Liquidation Trust Assets or which the Liquidation Trustee is otherwise authorized to pay hereunder or under the Plan or the Cost-Sharing Agreement in its capacity as Liquidation Trustee or Litigation Representative. The initial amount of the Liquidation Trust Expense Reserve shall be as set forth in the Confirmation Order, and may be adjusted up or down from time to time by the Liquidation Trustee in its judgment, subject to Section 3.5 herein. Such reserve may be replenished from amounts received in respect to Retained Causes of Action or otherwise as provided under the Plan or the Plan Supplement.1

2.6 Investments and Bonds. Subject to Section 2.3 herein, pending distribution of the Liquidation Trust Assets in accordance with the Plan and this Agreement, the Liquidation Trustee may hold the Liquidation Trust Assets (including the income and proceeds therefrom), as Cash or invest the Liquidation Trust Assets (including the income and proceeds therefrom) only in Government securities as defined in Section 2(a)(16) of the Investment Company Act of 1940, as amended (the "**ICA**"), unless, the Liquidation Trustee determines, with the advice of counsel, that an investment of Liquidation Trust Assets in any other investment would not cause the Liquidation Trust to become an Investment Company as defined in Section 3 under the ICA.

2.7 Replacement of the Liquidation Trustee. The Liquidation Trustee may resign at any time upon thirty (30) days' written notice delivered to the Members of the Liquidation Trust Advisory Board, with copy to the Monitor and copy of such notice being filed on the docket of the Bankruptcy Court and Canadian Court (without the requirement of service of such filed notice on any party), provided that such resignation shall only become effective up on the appointment of a permanent or interim successor Liquidation Trustee. The Liquidation Trustee may be removed by either (i) a unanimous vote of the full Liquidation Trust Advisory Board, consisting of all Members excluding the Liquidation Trustee, or (ii) an order of the Bankruptcy

1 As of the date of the filing of the initial Plan Supplement, the proposed Liquidation Trustee estimates that the Liquidation Trust Expense Reserve will be set at [$6,000,000] based on fee and expense estimates it has thus far received from various professionals and service providers. The proposed Liquidation Trustee shall continue to review and if necessary, refine the amount of the estimated reserve through the Confirmation Hearing. A final estimate for the amount of this reserve will be filed with the Bankruptcy Court prior to the Confirmation Hearing.

Court upon motion and after notice and a hearing, which motion may be brought by any party in interest (including any Members of the Liquidation Trust Advisory Board). In the event of the death, medical incapacity, dissolution, resignation or removal of the Liquidation Trustee, the successor Liquidation Trustee shall be appointed by the Liquidation Trust Advisory Board. Upon its appointment, the successor Liquidation Trustee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of its predecessor (including, but not limited to, as Litigation Representative) and all responsibilities of the predecessor Liquidation Trustee relating to the Liquidation Trust and as Litigation Representative shall be terminated; provided, however, that the original Liquidation Trustee's right to indemnification shall survive termination and is subject to Sections 5.2 and 5.3 hereof. In the event the Liquidation Trustee's appointment terminates by reason of termination without cause, death or disability (meaning herein, incapacity resulting in the inability to perform services for three consecutive months or in the aggregate of 180 days during any 12 month period), amounts owed to the original Liquidation Trustee (or its estate or representative), on the one hand, and any successor Liquidation Trustee, on the other, shall be allocated between them to reflect their respective periods of service; provided, however, that the original Liquidation Trustee shall be compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced, and shall be paid the portion of the incentive fee compensation, if any, that may be earned, or which would be earned as a result of claims objections in progress at the time of its termination. In the event of the removal or resignation of any Liquidation Trustee with cause, such Liquidation Trustee (or its estate or representatives) shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced; provided, however, that the Liquidation Trustee shall not be entitled to the incentive fee compensation, if any. The provisions of Article V shall survive the resignation or removal of any Liquidation Trustee.

2.8 Liquidation Trust Continuance. The death, medical incapacity, dissolution, resignation, or removal of the Liquidation Trustee shall not terminate the Liquidation Trust or revoke any existing agency created by the Liquidation Trustee pursuant to this Agreement or invalidate any action theretofore taken by the Liquidation Trustee, and the successor Liquidation Trustee agrees that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Liquidation Trustee and all its successors or assigns.

2.9 Relationship. This Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Liquidation Trust is not intended to be, and should not be deemed to be, or be treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall the Liquidation Trustee, or the LT Holders, the Beneficial Holders, or any of them, for any purpose be, or be deemed to be or treated anyway whatsoever as, liable or responsible hereunder as partners or joint venturers, and the respective rights of all parties will be limited to those conferred upon each of them by this Agreement in accordance with the Plan.

2.10 Appointment as Representative. Pursuant to Section 1123(b)(3) of the Bankruptcy Code, the Liquidation Trustee shall be the duly appointed representative of the Debtors' Estates for the purposes described herein and under the Plan, and, as such, to the extent provided therein, the Liquidation Trustee succeeds to the rights and powers of the Debtors' Estates and/or a trustee in bankruptcy with respect to the prosecution of the Retained Causes of

Action for the joint benefit of the LT Holders and shareholders in the Reorganized Parent Debtor. To the extent that any Retained Causes of Action cannot be transferred to the Liquidation Trust because of a restriction of transferability under applicable non-bankruptcy law that is not superseded or preempted by Section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, such Liquidation Trust Assets shall be deemed to have been retained by the Reorganized Debtors in a manner consistent with Section 4.4.

2.11 Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan, the Confirmation Order and the CCAA Approval Order and therefore this Agreement incorporates the provisions of the Plan, the Confirmation Order and the CCAA Approval Order by reference. To that end, the Liquidation Trustee, in its capacity as such and as Litigation Representative, shall have full power and authority to take any action consistent with the purpose and provisions of the Plan, to seek any orders from the Bankruptcy Court and/or the Canadian Court in furtherance of implementation of the Plan that directly affects the interest of the Liquidation Trust, and to seek any orders from the Bankruptcy Court and/or the Canadian Court solely in furtherance of this Agreement. If any provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the Confirmation Order or the CCAA Approval Order, each such document has the controlling affect in the following rank order: (a) the Confirmation Order and the CCAA Approval Order; (b) the Plan; and (c) this Agreement.

2.12 Cooperation Provision. Upon the Effective Date, the Debtors agree to cooperate with the Liquidation Trust and the Liquidation Trustee, as well as the Reorganized Debtors in accordance with the Plan, including, but not limited to, as contemplated or required by Section (V)(E)(11) or any other applicable provisions of the Plan or this Liquidation Trust Agreement. Without limitation of the generality of the foregoing, the Liquidation Trustee may, in its discretion, enter into a transition services agreement or similar agreement or arrangement with the Reorganized Debtors in connection with the fulfillment of the Liquidation Trustee's duties (including without limitation his duties as Litigation Representative).

2.13 Powers of Trustee. Without limiting the generality of the foregoing, nothing in this Agreement shall be deemed to prevent the Liquidation Trustee from taking or refraining to take any action on behalf of the Liquidation Trust that, based upon the advice of counsel or other professionals, the Liquidation Trustee determines it is obligated to take or to refrain from taking in the performance of any duty that the Liquidation Trustee may owe to the LT Holders or the Beneficial Holders, or, in its capacity as Litigation Representative, to the Reorganized Debtors or the Reorganized Parent Debtor's shareholders, under the Plan, Confirmation Order, the CCAA Approval Order or this Agreement.

2.14 Additional Provisions Regarding the Liquidation Trustee. The Liquidation Trustee may not be a holder of a Beneficial Trust Interest or related or subordinate (within the meaning of Section 672(c) of the Internal Revenue Code) to any LT Holder or Beneficial Holder. The Liquidation Trustee shall at all times be a United States Person.

2.15 Liability of Trustee.

(a) No provision of this Agreement shall require the Liquidation Trustee to expend or risk its personal funds or otherwise incur any liability, financial or otherwise, in the performance of its rights, powers or obligations hereunder.

(b) The Liquidation Trustee shall not be personally liable for the validity or sufficiency of this Agreement or for the due execution of this Agreement by the parties hereto.

(c) The Liquidation Trustee acts solely as Liquidation Trustee hereunder and as Litigation Representative and not in its individual capacity, and all persons having any claims against the Liquidation Trustee by reason of the transactions contemplated by this Agreement or the Plan (including, but not limited to, in its capacity as Litigation Representative) shall have recourse solely against the Liquidation Trust Assets (including the income and proceeds therefrom) for payment or satisfaction thereof.

(d) The Liquidation Trustee shall not be personally liable for any representation, warranty, covenant, agreement or indebtedness of this Liquidation Trust.

ARTICLE III
LIQUIDATION TRUST ADVISORY BOARD

3.1 Liquidation Trust Advisory Board. Should any of the Members resign from the Liquidation Trust Advisory Board, a vote to seat a replacement of such Member shall be scheduled (upon reasonable notice to the remaining Members) to be held not later than the tenth Business Day following such resignation. Each remaining Member is permitted to nominate one individual for consideration as a replacement Member with respect to the vote to be held with respect to each Member vacancy to be filled, provided that any individual under consideration as a replacement Member must be a United States Person, provided however, that a vacancy in the position of a Member who was a Canadian person may be filled by a Canadian person, unless otherwise determined by the Liquidation Trustee for good reason. A replacement Member shall be selected by a majority of the remaining Members who choose to vote and, if such remaining voting Members are unable to reach a majority, the replacement Member shall be selected by the Liquidation Trustee from among the pool of nominees provided by the remaining Members; provided, however, that no replacement Member need be selected in the event the remaining Members and the Liquidation Trustee determine that a replacement is not necessary for the efficient administration of the Liquidation Trust Assets (including the income and proceeds therefrom) or no replacement is willing to serve, in which case the remaining members of the Liquidation Trust Advisory Board shall constitute the Liquidation Trust Advisory Board. If no Members of the Liquidation Trust Advisory Board remain after a resignation, the Liquidation Trustee shall select a replacement Member or Members.

3.2 Reports to Liquidation Trust Advisory Board. Notwithstanding any other provision of this Agreement, the Liquidation Trustee shall report to the Liquidation Trust Advisory Board on a regular basis, not less than two (2) times per year (or more frequently if requested by the Liquidation Trust Advisory Board), which reports shall include such matters and information as may be reasonably requested by the Liquidation Trust Advisory Board. The Liquidation Trust Advisory Board shall keep all such information strictly confidential, except to the extent that the Liquidation Trust Advisory Board deems it reasonably necessary to disclose such information to the Bankruptcy Court or the Canadian Court (in which case, a good faith effort shall be made to file such information under seal).

3.3 Advice and Consultation Role of the Liquidation Trust Advisory Board. Except as otherwise set forth in Section 3.5(b) with respect to the consent rights of the Liquidation Trust Advisory Board, the Liquidation Trustee shall not need to obtain the approval of the Liquidation Trust Advisory Board prior to taking any action in accordance with the Plan and this Agreement. The Liquidation Trustee shall use reasonable efforts to consult with the Liquidation Trust Advisory Board on matters that, in the Liquidation Trustee's discretion, would have a material impact on a Beneficial Trust Interest, which consultation may be via e-mail or any other method of communication.

3.4 Compensation of Liquidation Trust Advisory Board. Each Member of the Liquidation Trust Advisory Board shall be entitled to receive the compensation set forth on Exhibit A hereto in connection with his or her duties. In addition, each Member of the Liquidation Trust Advisory Board may receive reimbursement of reasonable out-of-pocket expenses (which expense reimbursements shall not include payment of professional costs) incurred in connection with his or her duties. Members of the Liquidation Trust Advisory Board shall be entitled to receive the benefit of any insurance as provided in Section 5.5 of this Agreement.

3.5 Rights and Powers of the Liquidation Trust Advisory Board.

(a) Subject to Section 3.5(b), the Liquidation Trust Advisory Board shall consult with the Liquidation Trustee, as Liquidation Trustee and as Litigation Representative as applicable, on material matters relating to the administration, disposition and distribution of the Liquidation Trust Assets (including the income and proceeds therefrom) and the investigation, pursuit and settlement or other resolutions of the Retained Causes of Action, in each case, as requested by the Liquidation Trustee or as specifically provided in the Plan, Confirmation Order, the CCAA Approval Order or this Agreement.

(b) Notwithstanding any other provision of this Agreement, the actions of the Liquidation Trustee shall be subject to the prior consent of the Liquidation Trust Advisory Board only with respect to the following matters, or as otherwise expressly set forth in the Plan, the Confirmation Order, the CCAA Approval Order or this Agreement:

(i) the commencement, settlement, compromise, or other resolution of any Retained Causes of Action in which more than $1,000,000 of damages is being sought or being paid;

(ii) the sale, transfer, assignment or other disposition of any Liquidation Trust Assets (including the income and proceeds therefrom) having a valuation (for any individual transaction or series of related transactions) equal to or in excess of $1,000,000;

(iii) the abandonment of any Retained Causes of Action or other Liquidation Trust Assets (including the income and proceeds therefrom) that have a valuation (for any individual transaction or series of related transactions) equal to or in excess of $1,000,000, as determined by the Liquidation Trustee in consultation with the Liquidation Trust Advisory Board;

(iv) the amendment of this Agreement in accordance with Section 12.1;

(v) entering into arrangements for funding the activities of the Litigation Representative in respect of the Retained Causes of Action to the extent set forth in Article V.E.2 of the Plan, or borrowing any funds or pledging of any portion of the Liquidation Trust Assets (including the income and proceeds therefrom) and, provided, further however, that if any such funding is to be furnished by a Holder of Beneficial Interests in the Liquidation Trust or another Affiliate of the Liquidation Trust (except for the Liquidation Trustee) a majority of disinterested members of the Liquidation Trust Advisory Board and the Liquidation Trustee (or if there are no disinterested members of the Liquidation Trust Advisory Board, the Bankruptcy Court or another court of competent jurisdiction) have made a determination in their reasonable, good faith judgment that any such funding arrangement is on terms at least as favorable to the Liquidation Trust as those which are available on an arm's-length basis from a disinterested Person and it would be in the best interest of the Liquidation Trust to enter into such arrangement with a Holder or Affiliate;

(vi) the increase or decrease of the Liquidation Trust Expense Reserve by an amount equal to or in excess of $1,000,000; and

(vii) The retention of any professional firm which is anticipated to generate more than $1,000,000 in fees in any calendar year or the payment of more than $1,000,000 in aggregate fees to any single firm in any calendar year.

(c) The Liquidation Trustee shall disclose to the Liquidation Trust Advisory Board any connections, conflicts, potential conflicts of interest that the Liquidation Trustee or any affiliate thereof may have with respect to the exercise of any rights, powers, duties and privileges under this Agreement or in the Liquidation Trustee's capacity as Litigation Representative. In the event that the Liquidation Trustee cannot take or refrain from taking any action, including, without limitation, the investigation, prosecution or settlement of any Retained Causes of Action by reason of any actual or potential conflict of interest, the Trust Advisory Board, acting by majority consent, shall be authorized to take any such action in place of the Liquidation Trustee and to retain professionals for purposes of taking such actions. The principal of the Liquidation Trustee, Mark E. Palmer, shall recuse himself from any decision of the Liquidation Trust Advisory Board as he deems appropriate, but unless otherwise expressly provided in this Agreement, nothing set forth herein shall require Mr. Palmer to recuse himself from any vote of the Liquidation Trust Advisory Board, except on matters where Mr. Palmer determines that he is directly conflicted on account of self-interest; for the avoidance of doubt, it is understood and agreed that Mr. Palmer shall not have, nor shall he be deemed to have, any conflict in respect to the Retained Causes of Action under this Section 3.5(c) by virtue of the potential that the Liquidation Trustee may be entitled to receive any increase in the amount of the Success Fee, as set forth on Exhibit B hereto.

(d) The Liquidation Trustee may, at any time, decide to recommend that any matter before the Liquidation Trustee, under any provision of this Agreement, should instead be decided by majority consent of the Liquidation Trust Advisory Board, and the Liquidation Trust Advisory Board shall be authorized to take action by majority consent and to retain professionals for purposes of taking such action.

ARTICLE IV
PROSECUTION AND RESOLUTION OF DISPUTED PARENT EQUITY INTERESTS AND RETAINED CAUSES OF ACTION

4.1 Appointment of Liquidation Trustee as Litigation Representative. On the Effective Date, the Confirmation Order and the CCAA Approval Order shall appoint the Liquidation Trustee as the Litigation Representative of the Reorganized Debtors and the Liquidation Trust and shall otherwise vest the Liquidation Trustee in its dual capacities with sole responsibility, power and authority (subject only to the terms of the Plan and the review and approval of the Liquidation Trust Advisory Board as required by this Agreement, and the Board of Directors of the Reorganized Parent Debtor as required under the documentation applicable to the Litigation Representative) for investigating, prosecuting, settling and liquidating the Retained Causes of Action, jointly on behalf of the Reorganized Debtors and the Liquidation Trust. Without limitation of the generality of the foregoing, in its dual capacities the Liquidation Trustee shall have the exclusive power and authority (subject only to the review and approval of the Liquidation Trust Advisory Board as provided in this Agreement, and the Board of Directors of the Reorganized Parent Debtor as required under any applicable documentation) to (i) assert or waive any applicable Privileges, (ii) seek discovery pursuant to Bankruptcy Rule 2004, (iii) investigate Retained Causes of Action, (iv) assert the Debtors' rights in respect to their books and records, (iv) elect whether to prosecute, settle or otherwise liquidate such Retained Causes of Action, and (v) to use funds in the Liquidation Trust Expense Reserve, whether held by the Reorganized Debtors or Liquidating Trust, to pay professional fees and other Wind-Down Expenses incurred by the Liquidation Trust and/or the Reorganized Debtors, in each case without further approval of the Bankruptcy Court or the Canadian Court or the Reorganized Debtors, but for the joint benefit of the Holders of Parent Equity Interests in the Reorganized Parent Debtor and Beneficial Trust Interests in the Liquidation Trust as provided under the Plan.

4.2 Ability to Seek and Obtain Discovery. From and after the Effective Date, in connection with the Retained Causes of Action, (i) the Liquidation Trustee, in its dual capacities as such and as Litigation Representative, shall have the ability to seek and obtain examinations (including document discovery and depositions) under Bankruptcy Rule 2004 (and equivalent Canadian legislation) against any Person or Entity, and (ii) the Bankruptcy Court (and the Canadian Court) shall retain jurisdiction to order examinations (including examinations under Bankruptcy Rule 2004) against any Person or Entity, and to hear all matters with respect to the same.

4.3 Preservation of Privileges, Books and Records. On the Effective Date, the Reorganized Debtors will transfer and assign all of their respective rights, titles, and interests in any privilege or immunity of the Debtors' Estates, including the attorney-client privilege and any other privileges in respect of any Retained Causes of Action (collectively, the "Privileges") to the Liquidation Trust and the Reorganized Debtors, and all such Privileges shall automatically vest in the Liquidation Trust and the Reorganized Debtors, jointly, as of the Effective Date; provided, however, that pursuant to Article V.E.12 of the Plan, the Liquidation Trustee, in its dual capacities as the Litigation Representative for the Debtors and the Liquidation Trust, shall be vested with the sole power and authority to waive or assert such Privileges for the joint benefit of the Debtors and the Liquidation Trust. In addition, on the Effective Date, (a) the Equity Committee shall transfer all books and records that originated from the Debtors in the possession of the Equity Committee to the Liquidation Trust and the Reorganized Debtors (b) the Debtors shall be deemed to have transferred and assigned all of their rights and obligations with respect to their books and records and access thereto, including any rights and obligations under the Sale Orders and the Purchase Agreement, to the Liquidation Trust and the Reorganized Parent Debtor as of the Effective Date and all of such rights and obligations shall automatically vest jointly in the Liquidation Trust and the Reorganized Debtors. For purposes of the transfer of books and records and other documents, the Liquidation Trust and the Reorganized Debtors are the joint assignees and successors to the Debtors in respect of the Retained Causes of Action and shall be treated as such in any review of confidentiality restrictions of such documents. For purposes of this Agreement, "Privilege" shall include, without limitation, attorney client privilege or work product protection (or both as the case may be) as those terms are defined in Federal Rules of Evidence 502(g) or any other privilege available under applicable law. After the Effective Date, upon request by the Reorganized Debtors and/or the Liquidation Trustee in its dual capacities, any party (with the exception of the Monitor unless otherwise provided in the Plan or CCAA Approval Order), including any professional retained by the Debtors, that has possession, custody, or control over any of the Debtors' books and records, documents, communications, attorney-client communications, attorney or other professional work product, or any other documents subject to any Privileges, shall deliver any books and records of the Debtors or other materials (including any documents or materials of the Debtors that may be subject to any Privileges) that may be relevant to the Retained Causes of Action and that are in the respective possession, custody, or control of any such Debtor Professionals to the Litigation Representative, and (ii) respond to any reasonable inquiries made by the Debtors, the Liquidation Trust, or the Reorganized Parent Debtor, as applicable, or any of their respective professionals, in respect of the investigation and prosecution of the Retained Causes of Action; provided, however, that the reasonable assistance and cooperation of the Debtors' Professionals as set forth herein shall be subject in all respects to any applicable ethical rules or obligations of such Debtor Professionals, and shall be compensable as a Wind-Down Expense of the Liquidation Trust. For the avoidance of doubt, in its dual capacities, the Liquidation Trustee shall have the sole power and authority to waive or assert the Privileges hereunder for the joint benefit of the Debtors and the Liquidation Trust. All communications between the Liquidation Trust, the Liquidation Trustee and the Liquidation Trust Advisory Board, on the one hand and the Reorganized Parent Debtor (or any of its officers or directors) or the Debtors (or any of its former officers, directors and professionals), on the other hand, relating to the Retained Causes of Action, the other Liquidation Trust Assets, the Privileges or the books and records shall be deemed privileged and confidential communications, it being acknowledged that the subject matter of such communications is with respect to common litigation interests. Such communications shall not be disclosed to any third parties except as may be required by an order of a court of competent jurisdiction upon prior notice to the Liquidation Trust and the Reorganized Debtors. Notwithstanding the foregoing or anything else contained herein to the contrary, the Liquidation Trustee, in its capacity as Litigation Representative shall be responsible for causing the Liquidation Trust and the Reorganized Debtors to respond to the One-Time Discovery Demand which the Lead Plaintiff may make pursuant to Section (v)(E)(1) of the Plan.

4.4 Savings Clause. If the vesting of interests in Retained Causes of Action with the Liquidation Trust shall compromise the ability to prosecute or recover from any Retained Causes of Action as determined by the Liquidation Trustee in consultation with the Liquidation Trust Advisory Board and the Board of Directors of the Reorganized Parent, then notwithstanding anything else contained herein, an interest in such Retained Causes of Action shall not be deemed to have vested in the Liquidation Trust, but rather shall be deemed solely vested with or otherwise retained by the Reorganized Debtors or other applicable Debtor. In such situation, (i) the Liquidation Trustee shall continue to serve as the Litigation Representative on behalf of the Reorganized Debtors with full power and authority respecting all aspects of such Retained Cause of Action as provided in the Plan, including prosecution in the name of the applicable Debtor, funding for same, and terms of settlement and (ii) the Liquidation Trust and applicable Debtor shall share costs and proceeds pertaining to such Retained Cause of Action so as to realize the Asset Apportionment otherwise described in the Plan. Nothing set forth herein shall modify the U.S. federal income tax reporting obligations of the Liquidation Trust or Liquidation Trustee, and for the avoidance of doubt the Liquidation Trust and Liquidation Trustee shall comply with, and report as required in their sole judgment in compliance with, such U.S. federal income tax laws (and corresponding foreign, state, provincial or local tax laws) as may be applicable to the Liquidation Trust or to the Beneficial Trust Interests.

ARTICLE V
LIABILITY OF LIQUIDATING TRUSTEE AND THE LIQUIDATING TRUST ADVISORY BOARD

5.1 Standard of Care. Neither the Liquidation Trustee, the Members of the Liquidation Trust Advisory Board, nor any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee, shall be liable for losses, claims, damages, liabilities, or expenses in connection with the affairs or property of the Liquidation Trust to any LT Holder or Beneficial Holder, or in its capacity as Litigation Representative, to the Reorganized Debtors or the Reorganized Parent Debtor's shareholders, or any other person, for the acts or omissions of the Liquidation Trustee, nor any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee (including, but not limited to, in the Liquidation Trustee's capacity as Litigation Representative) or the Liquidation Trust Advisory Board; provided, however, that the foregoing limitation shall not apply as to any losses, claims, damages, liabilities or expenses suffered or incurred by any LT Holder or Beneficial Holder or shareholder of the Reorganized Parent Debtor that are found by a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such person or entity. Every act done, power exercised or obligation assumed by the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board, or any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee, or any Member of the Liquidation Trust Advisory Board pursuant to the provisions of this Agreement shall be held to be done, exercised, or assumed, as the case may be, by the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board, or any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee or any Member of the Liquidation Trust Advisory Board acting for and on behalf of the Liquidation Trust and not otherwise; provided, however, that none of the foregoing Entities or Persons are deemed to be responsible for any other such Entities' or Persons' actions or inactions outside of the scope of the authority provided by the Liquidation Trust or the Liquidation Trust Advisory Board. Except as provided in the proviso of the first sentence of this Section 5.1 with respect to any LT Holder or Beneficial Holder, every Person, firm, corporation or other Entity contracting or otherwise dealing with or having any relationship with the Liquidation Trust, the Liquidation

Trustee (including, but not limited to, in its capacity as Litigation Representative), the Liquidation Trust Advisory Board or any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee, or any Member of the Liquidation Trust Advisory Board shall have recourse only to the Liquidation Trust Assets (including the income and proceeds therefrom) or the Liquidation Trust Expense Reserve to the extent allocable to the Reorganized Debtors for payment of any liabilities or other obligations arising in connection with such contracts, dealings, or relationships and the Liquidation Trust, the Liquidation Trustee (including, but not limited to, in its capacity as Litigation Representative), the Liquidation Trust Advisory Board, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee, and the Members of the Liquidation Trust Advisory Board shall not be individually liable therefor.

5.2 Indemnification.

(a) Except as otherwise set forth in the Plan or Confirmation Order, the Liquidation Trustee (including, but not limited to, in its capacity as Litigation Representative), the Members of the Liquidation Trust Advisory Board, and any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee (collectively, the "Indemnified Parties"), shall be defended, held harmless, and indemnified from time to time by the Liquidation Trust against any and all losses, claims, damages, liabilities, penalties, obligations, and expenses, including the costs for counsel or others in investigating, preparing, or defending any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Agreement (including these indemnity provisions) (the "Indemnified Claims"), as and when incurred, caused by, relating to, based on, or arising out of (directly or indirectly) the Liquidation Trustee's (including, but not limited to, in its capacity as Litigation Representative) or Liquidation Trust Advisory Board's acceptance of, or the performance or nonperformance of, its obligations under this Agreement, the Plan, or the Confirmation Order; provided, however, such indemnity shall not apply to any such Indemnified Claims to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to be a liability for which recourse is not limited to the Liquidation Trust Assets pursuant to Section 5.1 above. Satisfaction of any obligation of the Liquidation Trust arising pursuant to the terms of this Section shall be payable only from the Liquidation Trust Assets or any available insurance, may be advanced, with the approval of the Liquidation Trust Advisory Board, prior to the conclusion of such matter, and such right to payment shall be prior and superior to any other rights to receive a distribution of the Liquidation Trust Assets.

(b) The Liquidation Trust shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding, or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in connection with the Agreement or the duties, acts, or omissions of the Liquidation Trustee, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Liquidation Trust hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor under this Agreement.

(c) To the extent that the Liquidation Trustee (in its capacity as such or as Litigation Representative) receives payment of an indemnification claim hereunder or from the Reorganized Parent Debtor related to actions taken jointly by or on behalf of this Liquidation Trust and the Reorganized Parent Debtor in order to comply with the requirements of or otherwise implement the Plan, such payment shall constitute a "Shared Cost" as defined in and for purposes of the Cost-Sharing Agreement which shall be borne ratably by the Liquidation Trust and the Reorganized Parent Debtor pursuant to the Cost-Sharing Agreement and the Plan.

5.3 No Liability for Acts of Successor/Predecessor Liquidation Trustees. Upon the appointment of a successor Liquidation Trustee and the delivery of the Liquidation Trust Assets to the successor Liquidation Trustee, the predecessor Liquidation Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor Liquidation Trustee shall have no further liability or responsibility with respect thereto. A successor Liquidation Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Liquidation Trustee shall be in any way liable for the acts or omissions of any predecessor Liquidation Trustee, unless a successor Liquidation Trustee expressly assumes such responsibility. A predecessor Liquidation Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Liquidation Trustee for any events or occurrences subsequent to the cessation of its role as Liquidation Trustee.

5.4 Reliance by Liquidation Trustee and the Liquidation Trust Advisory Board on Documents or Advice of Counsel. Except as otherwise provided in this Agreement, the Liquidation Trustee, the Liquidation Trust Advisory Board, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee, and the Members of the Liquidation Trust Advisory Board may rely, and shall be protected from liability for acting, on any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Liquidation Trustee or the Liquidation Trust Advisory Board to be genuine and to have been presented by an authorized party. Neither the Liquidation Trustee nor the Liquidation Trust Advisory Board shall be liable for any action taken or suffered by the Liquidation Trustee or the Liquidation Trust Advisory Board, as applicable, in reasonable reliance upon the advice of counsel or other professionals engaged by the Liquidation Trustee or the Liquidation Trust Advisory Board, as applicable, in accordance with this Agreement.

5.5 Insurance. The Liquidation Trust may purchase, using Liquidation Trust Assets (including the income and proceeds therefrom), and carry all insurance policies and pay all insurance premiums and costs that the Liquidation Trust Advisory Board or the Liquidation Trustee deem reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any liabilities, losses, damages, claims, costs, and expenses it may incur, including but not limited to attorneys' fees, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Plan or this Agreement and the Liquidation Trustee's service as Litigation Representative. The cost of any insurance policies which provide coverage for service as Litigation Representative shall be born jointly by the Liquidation Trust and the Reorganized Debtors in proportion to the Asset Apportionment.

ARTICLE VI
GENERAL PROVISIONS CONCERNING
ADMINISTRATION OF THE LIQUIDATION TRUST

6.1 Books and Records. The Liquidation Trust shall maintain books and records relating to the Liquidation Trust Assets (including the income and proceeds therefrom) and the payment of expenses of and claims against or assumed by the Liquidation Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Except as expressly provided in this Agreement, the Plan, the Confirmation Order or the CCAA Approval Order, or as may be required by applicable law (including securities law), nothing in this Agreement is intended to require the Liquidation Trust to file any accounting or seek approval of any court with respect to the administration of the Liquidation Trust, or as a condition for making any payment or distribution out of the Liquidation Trust Assets (including the income and proceeds therefrom). The Liquidation Trust Advisory Board shall have the right to inspect the books and records of the Liquidation Trust at any time upon reasonable notice to the Liquidation Trustee. LT Holders (on behalf of one or more Beneficial Holders) may request the opportunity to inspect the books and records of the Liquidation Trust after at least thirty (30) days prior written notice to the Liquidation Trustee, provided such access shall be for and limited to bona-fide financial or tax reporting purposes, and such LT Holder and applicable Beneficial Holders shall have entered into confidentiality agreements in form and substance satisfactory to the Liquidating Trustee. Satisfaction of the foregoing condition notwithstanding, if (a) the Liquidation Trustee and the Liquidating Trust Advisory Board determine in good faith that the inspection of the Liquidating Trust's books and records would be detrimental to the interests of the Liquidating Trust or any other LT Holder or Beneficial Holder, or (b) such LT Holder or a Beneficial Holder is a defendant (or potential defendant) in a pending (or potential) action brought (or to be brought) by the Liquidation Trust, the Liquidation Trust may deny such request for inspection. The Bankruptcy Court shall resolve any dispute that may arise under this Section 6.1.

6.2 Periodic Reporting Obligations.

(a) The Liquidation Trustee shall timely prepare, file and distribute or make available such statements, reports and submissions as may be necessary to cause the Liquidation Trust and the Liquidation Trustee to be in compliance with applicable laws.

(b) If the Liquidation Trustee determines, with the advice of counsel, that the Liquidation Trustee is required to comply with the registration and reporting requirements of the Securities Exchange Act of 1934, as amended, or the ICA, or any applicable Canadian securities laws, then the Liquidation Trustee shall take commercially reasonable efforts to comply with such reporting requirements and file periodic reports with the Securities and Exchange Commission, or the applicable securities regulatory authorities in Canada.

(c) After the close of the calendar year following the Effective Date and for each calendar year thereafter, and as soon as practicable upon termination of the Liquidation Trust, the Liquidation Trustee shall prepare or have prepared financial statements of the Liquidation Trust for such period (which statements need not be audited) which may be made available to LT Holders by means of actual notice or by electronic means, including by posting such to a web site maintained by the Liquidation Trustee, as applicable, to the extent consistent with applicable laws.

(d) The Liquidation Trust Advisory Board may require the Trustee to produce quarterly financial statements in the form requested by the Liquidation Trust Advisory Board.

6.3 Final Accounting of Liquidation Trustee. The Liquidation Trustee (or any such successor Liquidation Trustee) shall, (i) prior to the termination of the Liquidation Trust and (ii) in the event of the dissolution, resignation, or removal of the Liquidation Trustee prior to termination of the Liquidation Trust, within ninety (90) days after the occurrence of such event, render an accounting containing at least the following information:

(a) A description of the Liquidation Trust Assets (including the income and proceeds therefrom);

(b) A summarized accounting in sufficient detail of all income, gains, losses, receipts, disbursements, and other transactions in connection with the Liquidation Trust and the Liquidation Trust Assets during the Liquidation Trustee's term of service, including their source and nature;

(c) Separate entries for all receipts of principal and income;

(d) The ending balance of all Liquidation Trust Assets (including the income and proceeds therefrom) as of the date of the accounting, including the cash balance on hand and the name(s) and location(s) of the depository or depositories where the cash is kept, and proposed final distributions if reporting is made in anticipation of termination of the Liquidation Trust;

(e) All known liabilities of the Liquidation Trust, including amounts payable to the Reorganized Debtors to comply with the True-Up Provisions and the Cost Sharing Agreement; and

(f) All pending actions.

6.4 Filing of Accounting. The accounting shall be filed with the Bankruptcy Court and the Canadian Court, and LT Holders and the Monitor shall have notice that the final accounting has been filed and, to the extent required by applicable law, an opportunity to have a hearing on the approval of the accounting and, to the extent applicable, the discharge of the Liquidation Trustee.

6.5 Filing of Tax Returns and Reports. The Liquidation Trust shall be responsible for the timely filing of all federal, state, local, provincial and foreign tax returns for the Liquidation Trust, as required by applicable law, including as applicable the Disputed Parent Equity Interest Reserve. The Liquidation Trustee shall be responsible for the timely issuance of all federal, state, local, and foreign information statements and other tax returns and reports in respect of the Liquidation Trust, and the Beneficial Trust Interests, as required by applicable law.

ARTICLE VII
BENEFICIAL TRUST INTERESTS

7.1 Beneficial Trust Interests. Holders of Beneficial Trust Interests shall be entitled to receive distributions as set forth in the Plan.

7.2 Interest Beneficial Only. The ownership of a Beneficial Trust Interest shall not entitle any person to any ownership interest in or to the Liquidation Trust Assets (including the income and proceeds therefrom) or to any right to call for a partition or division of the Liquidation Trust Assets (including the income and proceeds therefrom) or an accounting with respect thereto.

7.3 Evidence of Beneficial Trust Interest. The record ownership of a Beneficial Trust Interest shall be recorded in book-entry form only and shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever. The Liquidating Trust shall maintain or cause to be maintained a register (the "Trust Interest Register") on which the record ownership of each LT Holder shall be recorded. Each LT Holder shall be entitled to participate in the rights and benefits due to it hereunder on account of its Beneficial Trust Interests. Each LT Holder shall take and hold its Beneficial Trust Interests subject to all the terms and conditions of the Plan and this Agreement. Beneficial Trust Interests may be held through participants (including securities brokers and dealers, banks, trust companies, clearing corporations and other financial organizations) of DTC or CDS, as depositary, in the discretion of the Liquidation Trustee. For so long as DTC or CDS serves as depositary for any Beneficial Trust Interests, the Liquidating Trust may rely on the information and records of DTC or CDS, as applicable, in making distributions and communications in respect thereof, and, in so doing, any persons participating in the management of the Liquidating Trust, including the Liquidating Trust Advisory Board and the Liquidating Trustee, shall be fully protected and incur no liability to any LT Holder or Beneficial Holder, any transferee (or purported transferee) of Beneficial Trust Interests, or any other person or entity to the fullest extent permitted by law.

7.4 Transfers of Beneficial Trust Interests.

(a) No transfer, sale, assignment, pledge, hypothecation or other disposition (a "Transfer") of any Beneficial Trust Interests may be effected except (i) by death, (ii) by operation of law or (iii) with the consent of the Liquidation Trustee, which consent may be granted or withheld in the Liquidation Trustee's sole and absolute discretion.

(b) In connection with a proposed Transfer of a Beneficial Trust Interest or any portion thereof, the Liquidation Trustee shall be authorized to collect such information including, without limitation, Form W-8BEN, Form W-8BEN-E, or Form W-9, as applicable) (the "Tax Documents") as the Liquidation Trustee in its sole discretion deems necessary or appropriate for purposes of review or to effectuate the Transfer.

(c) In the event that any Transfer of a Beneficial Trust Interest or any portion thereof is permitted by the Liquidation Trustee in its sole and absolute discretion in accordance with this Section 7.4, the Liquidation Trustee may add such conditions and/or restrictions upon transfer as are deemed necessary or appropriate by the Liquidation Trustee, with the advice of counsel, to permit or facilitate such Transfer under applicable securities, tax and other laws.

(d) Transfers made in accordance with this Section 7.4 shall be indicated on the books and records maintained for such purpose by the Liquidation Trustee (or a transfer agent or registrar, if applicable). Any Transfer of a Beneficial Trust Interest or any portion thereof in violation of this Section 7.4 shall be void ab initio. Except to the extent required by law or otherwise consented to by the Liquidation Trustee in its sole and absolute discretion, any permitted Transfer shall become effective as of the last day of the fiscal quarter in which it occurs. For so long as DTC or CDS continues to serve as depositary for the Beneficial Trust Interests, the transferability of the Beneficial Trust Interests shall also be subject to the requirements of DTC's and CDS's electronic book-entry systems.

(e) If required by the Liquidation Trustee, the party effecting a Transfer of a Beneficial Trust Interest or any portion thereof shall pay, or reimburse the Liquidation Trust for, all reasonable costs incurred by the Liquidation Trust in connection with such Transfer or proposed Transfer (including, without limitation, the reasonable legal fees incurred in connection with any legal advice provided to the Liquidation Trustee in reviewing a proposed Transfer and/or effecting a Transfer).

7.5 Change of Address. An LT Holder may, after the Effective Date, select an alternative mailing address for purposes of distributions and communications by notifying the Liquidation Trust in writing of such alternative address. Absent such notice, the Liquidation Trustee shall not recognize any such change of address. Such notification shall be effective only upon receipt by the Liquidation Trustee.

7.6 Effect of Death, Dissolution, Incapacity or Bankruptcy. The death, dissolution, incapacity, or bankruptcy of any person during the term of the Liquidation Tru
shall not operate to terminate the Liquidation Trust during the term of the Liquidation Trust
shall it entitle the representative or creditors of the deceased, dissolved, incapacitated, o
bankrupt person to an inspection of books and records or to accounting or to take any act
any court or elsewhere for the distribution of any of the Liquidation Trust Assets (including
income and proceeds therefrom) or for a partition thereof.

7.7 No Listing of the Beneficial Trust Interests. Neither the Liquidating Trust nor anyone acting on its behalf shall, directly or indirectly, engage in any activity designed to facilitate or promote trading in the Beneficial Trust Interests, including by placing advertisements, distributing marketing materials, or collecting or publishing information regarding prices at which the interests may be transferred; provided that no activity undertaken by the Liquidating Trust in compliance with the terms of the Plan shall be deemed to facilitate or promote trading in the Beneficial Trust Interests for these purposes.

7.8 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to one or more Beneficial Trust Interests, or any beneficial interest therein, the Liquidation Trust shall be entitled to refuse to comply with any such conflicting claims or demands and all conflicting claims or demands having a potential value in excess of $1,000,000 shall be brought to the Liquidation Trust Advisory Board for consultation. In its sole discretion, the Liquidation Trustee may elect to make no payment or distribution with respect to the

Beneficial Trust Interests at issue subject to the conflicting claims or demands involved, or any part thereof, and the Liquidation Trustee shall be entitled to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive and continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Liquidation Trust, the Liquidation Trust Advisory Board nor the Liquidation Trustee shall be or become liable to any party for either (i) the election to continue making distributions pursuant to its books and records and/or the books and records of DTC or CDS, as applicable, without regard to the conflicting claims or demands; or (ii) the election to cease payments or distributions with respect to the subject Beneficial Trust Interests. In the event that the Liquidation Trust elects to cease payments, it shall be entitled to refuse to act until either (x) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court (or such other court of proper jurisdiction) or (y) all differences have been resolved by a written agreement among all of such parties and the Liquidation Trust, which agreement shall include a complete release of the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Advisory Board in form and substance reasonably satisfactory to the Liquidation Trustee.

ARTICLE VIII
PROCEDURES FOR RESOLVING AND TREATING DISPUTED PARENT EQUITY INTERESTS

8.1 Establishment of Disputed Parent Equity Interest Reserve. In connection with making all distributions required to be made on any date under the Plan, the Liquidation Trustee shall establish the Disputed Parent Equity Interest Reserve as necessary.

8.2 Disputed Parent Equity Interest Reserve.

(a) **Amounts to Be Reserved.** The Liquidation Trustee shall reserve the pro rata proportion of all cash allocated for distribution on account of each Disputed Parent Equity Interest based on the amount of each such Disputed Parent Equity Interest, or such lesser amount as may be agreed to by the Holder of the Disputed Parent Equity Interest on one hand and the Liquidation Trustee on the other hand, as applicable, or in such amount as may otherwise be determined by order of the Bankruptcy Court and/or the Canadian Court. All cash allocable to the Disputed Parent Equity Interest Reserve, if any, shall be deposited in a bank account at a qualified institution in the United States, consistent with this Agreement.

(b) **Distribution.** Unless otherwise required by the Plan, payments on any Disputed Parent Equity Interest that becomes an Allowed Parent Equity Interest shall be made only to the extent of the aggregate distributions that the Holder of any such Allowed Parent Equity Interest would have received had such Parent Equity Interest been Allowed on or prior to the Effective Date (less any taxes paid with respect to such amounts in the Disputed Parent Equity Interest Reserve).

(c) **Termination of Disputed Parent Equity Interest Reserve.** The Disputed Parent Equity Interest Reserve shall be closed and extinguished by the Liquidation Trustee when all distributions and other dispositions of cash or other property required to b made under the Plan have been made. Upon closure of the Disputed Parent Equity Intere Reserve, all cash and other property held in the Disputed Parent Equity Interest Reserve shal revest in the Liquidation Trust and such cash and property shall first be distributed pro rata to the other Holders of Allowed Parent Equity Interests as set forth under the Plan.

ARTICLE IX
DISTRIBUTIONS

9.1 Distributions to LT Holders from Liquidation Trust Assets. All payments to be made by the Liquidation Trust to the LT Holders shall be made only in accordance with the Plan, the Confirmation Order, and this Agreement and from the Liquidation Trust Assets (including the income and proceeds therefrom) after funding of the required amount of the Liquidation Trust Expense Reserve, and only to the extent that the Liquidation Trust has sufficient Liquidation Trust Assets (including the income and proceeds therefrom) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order, the CCAA Approval Order and this Agreement.

9.2 Distributions; Withholding. The Liquidation Trustee shall make such distributions as provided in this Agreement, the Plan, the Confirmation Order or the CC Approval Order and shall, together with the Chief Wind Down Officer of the Reorganiz Debtors, be responsible for arranging to pay any Class Settlement Litigation Proceeds which m become due to the Lead Plaintiff pursuant to the Plan. Notwithstanding anything to the co in this Agreement, the Liquidation Trust shall distribute at least annually its net inco (calculated after the prior payment of any Class Settlement Litigation Proceeds) plus all proceeds from the sale of Liquidation Trust Assets, except that the Liquidation Trust may re an amount of net proceeds or net income reasonably necessary to maintain the value of Liquidation Trust Assets or to meet claims and contingent liabilities (including Disputed Pare Equity Interests), in accordance with Rev. Proc. 94-45. Additionally, the Liquidation Truste may withhold from amounts distributable with respect to a Beneficial Trust Interest any and amounts, determined in the Liquidation Trustee's sole discretion, to be required by any la regulation, rule, ruling, directive, or other governmental requirement. Prior to the making of distributions contemplated hereunder,, the Liquidation Trustee shall provide the Liquidation Trust Advisory Board with three (3) business days' written notice of any such distribution, w notice shall include a summary of the aggregate amounts to be distributed. Within two business days of receipt of the notice of distribution, any Member of the Liquidation T Advisory Board may request additional information regarding the calculation of the aggregate distribution amount. Distributions may be processed by or on behalf of the Liquidation through DTC and CDS or another Distribution Agent, provided however, the Liquidation Truste may instead elect to process distributions in a different manner, as the Liquidation Trus determines necessary or appropriate under applicable laws. As set forth in the Plan, Liquidation Trustee and any Distribution Agent reserves the right to allocate all distributions be made hereunder in compliance with all applicable wage garnishments, alimony, child suppor and other spousal awards, Liens and encumbrances. The Liquidation Trustee may condition an distribution in respect of a Beneficial Trust Interests on the Liquidation Trustee's receipt of information and documentation that the Liquidation Trustee determines is appropriate or necessary to comply with applicable laws (including but not limited to the "Tax Documents") the Liquidation Trustee determines in its sole discretion is necessary to effect a distribution accordance with applicable laws, and may delay or deny (in full or in part) any distrib which the Liquidation Trustee determines in its sole discretion fails to meet the requireme necessary for compliance with applicable laws. In the event, such information and documentation (including the Tax Documents) has not been received by the Liquidation Trustee within three (3) months after request therefor, the Liquidation Trustee may declare the amount otherwise distributable to be an Undeliverable Distribution and subject to the provisions of Section 9.6.

9.3 No Distribution Pending Allowance. No payment or distribution shall be made with respect to any Parent Equity Interest to the extent it is a Disputed Parent Equity Interest unless and until such Disputed Parent Equity Interest becomes an Allowed Parent Equity Interest, in accordance with the Plan, Confirmation Order, the Claims Resolution Order and this Agreement.

9.4 Distributions After Allowance. Distributions to each Holder of a Disputed Parent Equity Interest, to the extent that such Parent Equity Interest ultimately becomes an Allowed Parent Equity Interest, shall be made in accordance with the provisions of the Plan and this Agreement.

9.5 Withholding Taxes. Any federal, state, provincial, local or foreign withholding taxes or other amounts required to be withheld under applicable law as determined by the Liquidation Trustee in its sole discretion shall be withheld and deducted from distributions hereunder or any other payment made by the Liquidation Trustee to any other person or entity in connection with the Liquidation Trust and remitted to the applicable taxing authorities. All amounts withheld and deducted pursuant to this Section 9.5 shall be treated as if such amounts were distributed in respect of the applicable Beneficial Trust Interests or paid to the applicable person or entity, as the case may be, for all purposes of the Plan and this Agreement.

9.6 Undeliverable Distributions. In the event that any distribution to any LT Holder becomes an Undeliverable Distribution in accordance with the Plan, including by reason of a failure to provide required information (including the Tax Documents) as set forth in Section 9.5, and the Undeliverable Distribution does not become deliverable and is not claimed in accordance with Article VII.H.2 of the Plan, such Undeliverable Distribution shall be deemed unclaimed property and will be considered available Cash and may be used to fund the Liquidation Trust Expense Reserve or to fund distributions under the Plan. Neither an Undeliverable Distribution, nor any unclaimed property otherwise distributable under this Agreement shall escheat to any federal, state, or local government or other entity.

9.7 Distributions on Non-Business Days. Any distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

9.8 No De Minimis Distributions. Notwithstanding any provision in this Agreement to the contrary, no payment in the aggregate of less than fifty dollars ($50.00) in cash shall be made on account of any Beneficial Trust Interest or Allowed Parent Equity Interest; provided, however, that distributions made through DTC and/or CDS may be made to the nearest cent, with half cents rounding down to zero, even if such distributions would be less than $50.00. All distributions not made pursuant to this Section 9.8 shall be treated as Undeliverable Distributions and subject to the Plan and Section 9.6 hereof.

9.9 Beneficial Holders. For purposes of making any distribution under this Agreement, if some or all of the Beneficial Trust Interests are at the relevant time held throug DTC or CDS, the determination of the persons entitled to receive such distributions shall be determined in accordance with the practices and procedures of DTC or CDS, as applicable, and their direct and indirect participants; and if some or all of the Beneficial Trust Interests at th relevant time are not held through DTC or CDS, the persons owning Beneficial Trust Interests not held through DTC or CDS, as reflected in the Trust Interest Register, shall be entitled t receive such distribution.

ARTICLE X
TAXES

10.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidation Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. Accordingly, for U.S. federal income tax purposes, the LT Holders (or, as applicable, the Beneficial Holders) shall be treated as the grantors of the Liquidation Trust and deemed to be the owners of the Liquidation Trust Assets (including the income and proceeds thereof), subject to the rights of creditors of the Liquidation Trust followed by the transfer of the Liquidation Trust Assets to the Liquidation Trust shall be treated as a deemed transfer of those assets from the Debtors and the Estates to the LT Holders (or, as applicable, the Beneficial Holders) followed by a deemed transfer by such LT Holders (or, as applicable, the Beneficial Holders) to the Liquidation Trust.

10.2 Tax Returns. The Liquidation Trust shall file tax returns treating the Liquidation Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the Plan. The Liquidation Trust also shall annually file and provide (or otherwise make available) in respect of the Beneficial Trust Interests a separate statement setting forth the share of items of income, gain, loss, deduction, or credit of each Beneficial Holder and will instruct all such persons to report such items on their United States federal income tax returns (and all corresponding foreign, state, provincial or local income tax returns or reports, as applicable) or to forward the appropriate information to their respective owners, partners or beneficiaries with instructions to report such items on their United States federal income tax returns or reports (and all corresponding foreign, state, provincial or local income tax returns or reports, as applicable). The Liquidation Trust also shall file (or cause to be filed) any other statements, returns, or disclosure relating to the Liquidation Trust that are required by any Governmental Unit.

10.3 Withholding of Taxes and Reporting Related to Liquidation Trust Operations. In connection with the Plan and all distributions thereunder, the Liquidati Trustee shall, to the extent applicable, comply with all tax withholding and reporti requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and distributions thereunder shall be subject to any such withholding and reporting requirements. T Liquidation Trustee is authorized by the Plan to take any and all actions that may be nec appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, (a) each holder of an Allowed Claim or, if applicable, an Interest, that is to receive a distribution pursuant to the Plan has sole and exclusive respon for the satisfaction and payment of any tax obligations imposed by any Governmental U including income, withholding, and other tax obligations, on account of such distribution, and no distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Liquidation Trustee for the payment and satisfaction of such withholding tax obligations. Any property to be distributed pursuant to the Plan, pending the implementation of such arrangements, shall be treated as an Undeliverable Distribution to be held by the Liquidation Trustee until such time as the Liquidation Trustee is satisfied with the holder's arrangements for any withholding tax obligations.

10.4 Valuations. As soon as reasonably practicable after the Effective Date, the Liquidation Trustee shall make a good faith valuation of the Liquidation Trust Assets, and such valuation shall be used consistently by all parties for all federal income tax purposes. The Liquidation Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidation Trust that are required by any governmental unit.

10.5 Treatment of Disputed Parent Equity Interest Reserve. Notwithstanding any other provision of this Agreement to the contrary, subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Liquidation Trustee may (i) treat any Liquidation Trust Assets allocable to, or retained on account of, a Disputed Parent Equity Interest Reserve in accordance with Section 8.2 of this Agreement as held by one or more discrete trusts for federal income tax purposes, consisting of separate and independent shares to be established in respect of each Disputed Parent Equity Interest, in accordance with the trust provisions of the IRC (sections 641 et seq.) or (ii) elect to treat such Liquidation Trust Assets as a "disputed ownership fund" governed by Treasury Regulation Section 1.468B-9(c). The Liquidation Trust shall file all income tax returns, as necessary, with respect to the Disputed Parent Equity Interest Reserve and shall pay the federal, state, and local income taxes attributable to Disputed Parent Equity Interest Reserve, based on the items of income, gain, deduction, credit or loss allocable thereto. All parties shall report, for income tax purposes, consistent with the determinations made by the Liquidation Trustee with respect to the Disputed Parent Equity Interest Reserve. In the event, and to the extent, any cash retained on account of Disputed Parent Equity Interests in the Disputed Parent Equity Interest Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Parent Equity Interests, such taxes shall be (a) reimbursed from any subsequent cash amounts retained on account of Disputed Parent Equity Interests, or (b) to the extent such Disputed Parent Equity Interests have subsequently been resolved, deducted from any amounts distributable by the Liquidation Trustee as a result of the resolutions of such Disputed Parent Equity Interests.

10.6 Expedited Determination of Taxes. The Liquidation Trust may request an expedited determination of taxes of the Liquidation Trust, including the Disputed Parent Equity Interest Reserve, under Bankruptcy Code Section 505 for all returns filed for, or on behalf of, the Liquidation Trust for all taxable periods through the termination of the Liquidation Trust.

ARTICLE XI
TERMINATION OF LIQUIDATION TRUST

11.1 Termination of Liquidation Trust. The Liquidation Trustee shall be discharged and the Liquidation Trust shall be terminated, at such time as (i) all Disputed Parent Equity Interests have been resolved, (ii) all of the Liquidation Trust Assets (including, but not limited to, the Retained Causes of Action) have been liquidated, abandoned or otherwise administered, (iii) all duties and obligations of the Liquidation Trustee hereunder have been fulfilled, (iv) all distributions required to be made by the Liquidation Trustee under the Plan and this Agreement have been made, and (v) the Chapter 11 Cases and the CCAA Proceedings involving the Debtors have been closed; provided, however, that in no event shall the Liquidation Trust be terminated later than the term of the Liquidation Trust under Section 11.2 of this Agreement, as such term may be extended pursuant to Section 11.2.

11.2 Maximum Term. The term of the Liquidation Trust shall end no later than the fifth (5th) anniversary of the Effective Date (the "Initial Liquidation Trust Term"); provided, however, that the Liquidation Trustee may extend the Initial Liquidation Trust Term for such additional period of time as is necessary to facilitate or complete the recovery and liquidation of the Liquidation Trust Assets by filing with the Bankruptcy Court within the six (6) month period prior to the termination of the Initial Liquidation Trust Term a motion to extend the term of the Liquidation Trust. In accordance with Section V.E.8 of the Plan, the Liquidation Trust may file one or more such extension motions, each motion to be filed within the six (6) month period prior to the termination of the extended term of the Liquidation Trust.

11.3 Events Upon End of Term Termination. At the conclusion of the term of the Liquidation Trust, the Liquidation Trustee shall distribute the remaining Liquidation Trust Assets (including the income and proceeds therefrom), if any, in accordance with the Plan, the Confirmation Order, and this Agreement, provided, however, that the Liquidation Trustee shall not be obligated to make a final distribution if the aggregate amount of the available cash is not sufficient to warrant the cost of making such distribution.

11.4 Winding Up and Discharge of the Liquidation Trustee. For the purposes of winding up the affairs of the Liquidation Trust at the conclusion of its term, the Liquidation Trustee shall continue to act as Liquidation Trustee until its duties under this Agreement have been fully discharged or its role as Liquidation Trustee is otherwise terminated under this Agreement and the Plan. Upon a motion by the Liquidation Trustee, the Bankruptcy Court may enter an order relieving the Liquidation Trustee, its agents, and employees of any further duties, discharging the Liquidation Trustee and releasing its bond, if any.

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 Amendments. The Liquidation Trustee may modify, supplement, or amend this Agreement but only to clarify any ambiguity or inconsistency, or render the Agreement in compliance with its stated tax purposes, and only if such amendment does not materially and adversely affect the interests, rights, treatment, or distributions of any person under the Plan, the Confirmation Order or this Agreement. The Liquidation Trustee may modify, supplement, or amend this Agreement in any other way that is not inconsistent with the Plan, the Confirmation Order or the CCAA Approval Order only with the consent of a majority of the Liquidation Trust Advisory Board. The Liquidation Trustee may seek Bankruptcy Court and/or Canadian Court approval of any such modification, supplement, or amendment.

12.2 Waiver. No failure by the Liquidation Trust, the Liquidation Trustee, or the

Liquidation Trust Advisory Board to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power or privilege.

12.3 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

12.4 No Bond Required. Notwithstanding any state, Bankruptcy Code or other applicable law to the contrary, the Liquidation Trustee (including any successor Liquidation Trustee) shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond.

12.5 Irrevocability. This Agreement and the Liquidation Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Agreement.

12.6 Relationship to the Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan, the Confirmation Order and the CCAA Approval Order. In the event that any provision of this Agreement is found to be inconsistent with a provision of the Plan, the Confirmation Order or the CCAA Approval Order, the provisions of the Plan, the Confirmation Order or the CCAA Approval Order, as applicable, shall control. Notwithstanding anything to the contrary in this Agreement, the Liquidation Trust, the Liquidation Trust Advisory Board, the Liquidation Trustee and the Beneficial Trust Interests shall be subject to and bound by the terms of the Plan.

12.7 Division of Liquidation Trust. Under no circumstances shall the Liquidation Trustee have the right or power to divide the Liquidation Trust unless authorized to do so by the Liquidation Trust Advisory Board and the Bankruptcy Court.

12.8 Applicable Law. The Liquidation Trust is made in the State of Delaware, and the Liquidation Trust and this Agreement, and the rights and obligations of the Liquidation Trustee, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee (including, but not limited to, in the Trustee's capacity as Litigation Representative), and the Liquidation Trust Advisory Board are to be governed by and construed and administered according to the laws of the State of Delaware; provided, however, that, except as expressly provided in this Agreement, there shall not be applicable to the Liquidation Trust, the Liquidation Trustee, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee (including, but not limited to, in the Trustee's capacity as Litigation Representative), the Liquidation Trust Advisory Board or its Members, or this Agreement any provisions of the laws (statutory or common) of the State of Delaware pertaining to trusts which relate to or regulate: (i) the filing with any court or governmental body or agency of trustee accounts or schedules of trustee fees and charges; (ii) affirmative requirements to post bonds for trustees, officers, agents, or employees of a trust; (iii) the necessity for obtaining court or other governmental approval concerning the acquisition, holding or disposition of real or personal property; (iv) fees or other sums payable to trustees, officers, agents or employees of a trust; (v) the allocation of receipts and expenditures to income or principal; (vi) restrictions or limitations on the permissible nature, amount or concentration of trust investments or requirements relating to the titling, storage or other manner of holding of trust assets; or (vii) the establishment of fiduciary or other standards or responsibilities or limitations on the acts or powers of trustees, which are inconsistent with the limitations or liabilities or authorities and powers of the Liquidation Trustee set forth or referenced in this Agreement.

12.9 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law and as set forth in Article X of the Plan, the Bankruptcy Court shall retain jurisdiction over the Liquidation Trust after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Liquidation Trustee, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidation Trustee (including, but not limited to, in the Trustee's capacity as Litigation Representative), or any Member of the Liquidation Trust Advisory Board or any professional retained by the Liquidation Trustee or the Liquidation Trust Advisory Board, in each case in its capacity as such. Each party to this Agreement and each beneficiary of the Liquidation Trust hereby irrevocably consents to the jurisdiction of the Bankruptcy Court in any action to enforce, interpret, or construe any provision of this Agreement or of any other agreement or document delivered in connection with this Agreement, and also hereby irrevocably waives any defense of improper venue, forum *non conveniens*, or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, of any process in any action to enforce, interpret or construe any provision of this Agreement. Notwithstanding the preceding, nothing herein shall be interpreted as requiring the commencement or prosecution of any of the Retained Causes of Action in the Bankruptcy Court, and all determinations regarding the proper forum for initiating any Cause of Action shall be at the discretion of the Liquidation Trust, consistent with applicable law. Nothing contained herein is intended to limit or abrogate the jurisdiction of the Canadian Court with respect to the CCAA Approval Order and the conduct of the CCAA Proceedings.

12.10 Severability. In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12.11 Limitation of Benefits. Except as otherwise specifically provided in this Agreement, the Plan, the Confirmation Order or the CCAA Approval Order, nothing herein is intended or shall be construed to confer on or to give any person other than the parties hereto an the owners of Beneficial Trust Interests any rights or remedies under or by reason of this Agreement.

12.12 Notices. All notices, requests, demands, consents, and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, i delivered in person or if sent by overnight mail, registered mail, certified mail or regular mail, with postage prepaid, to the following addresses:

If to the Liquidation Trustee:

Theseus Strategy Group LLC
Attn: Mark E. Palmer, Esq.
747 Third Avenue, 26th Floor
New York, NY 10017
Phone: (646) 768-8790
Email: mark@theseusstrategy.com

with a copy to:

Ernst & Young Inc.
100 Adelaide Street West
Toronto, ON M5H 0B3
Attn: Brian Denega

and

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, Ontario M5Ks1K7
Attn: Robert Thornton
Rachel Bengino

If to the Liquidation Trust Advisory Board:

If in respect of a Beneficial Trust Interest:

To the name and mailing address set forth in the Trust Interest Register with respect to such Beneficial Trust Interests.

Parties may designate in writing from time to time other and additional places to which notices may be sent.

12.13 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

12.14 Integration. This Agreement, the Plan, and the Confirmation Order constitute the entire agreement with, by, and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, and in the Confirmation Order. This Agreement, together with the Plan and the Confirmation Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Agreement, the Plan, or Confirmation Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the owners of Beneficial Trust Interests any rights or remedies under or by reason of this Agreement. To the extent any provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the Confirmation Order or the CCAA Approval Order, each such document has the controlling affect in the following rank order: (a) the Confirmation Order and the CCAA Approval Order; (b) the Plan; and (c) this Agreement.

12.15 Interpretation. The enumeration and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise. Any reference to the "Liquidation Trustee" shall be deemed to include a reference to the "Liquidation Trust" and any reference to the "Liquidation Trust" shall be deemed to include a reference to the "Liquidation Trustee" except for the references in Sections 5.1, 5.2, and such other provisions in which the context otherwise requires.

12.16 Counterparts. This Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

12.17 No Standing. Except as expressly provided in the Plan, the Confirmation Order, the CCAA Approval Order, or this Agreement, no person shall have standing to direct or seek to direct the Liquidation Trustee or Liquidation Trust to do or not do any act or institute any action or proceeding at law or in equity against any Person upon or with respect to the Liquidation Trust Assets (including the income and proceeds therefrom).

[*Signature Page(s) Follow(s)*]

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

DEBTORS

By: ______________________________
Name: Brian J. Fox
Title: Chief Restructuring Officer

Theseus Strategy Group LLC

____
By: Mark E. Palmer, its Managing Director
Solely in its capacity as Liquidation Trustee

Exhibit A

Initial Members of Liquidation Trust Advisory Board and Their Compensation

Members

1. **Kenneth Grossman**
2. **Geoffrey Arens**
3. **Brenda Reed**
4. **Two Members to be designated before the Confirmation Hearing, at least one of whom shall be a Canadian Resident**

Compensation

(Note that none of the compensation for service on the Liquidation Trust Advisory Board described below shall be payable to Mark Palmer or any other successor thereto who is an affiliate of the Liquidation Trustee for his or her service as a member of the Liquidation Trust Advisory Board or a member of the Board of Directors of the Reorganized Parent Debtor. Mr. Palmer or such other affiliated successor Liquidation Trust Advisory Board member shall receive no compensation for his service on the Liquidation Trust Advisory Board or as a member of the Board of Directors of the Reorganized Parent Debtor in addition to the compensation to be paid to the Liquidation Trustee described on Exhibit B hereto).

▪ Monthly/Meeting Fee	For the first six (6) full calendar months following the Effective Date, each member of the Liquidation Trust Advisory Board (other than Mr. Palmer or a successor who is affiliated with the Liquidation Trustee) shall receive a fee of $3,000 per month payable on the first day of each such month. Thereafter, each director (other than Mr. Palmer or such affiliated successor shall receive a fee equal to the lesser of: (a) $3,000 for each meeting of the Litigation Trust Advisory Board or Board of Directors of the Reorganized Parent Debtor which they attend; or (b) $3,000 per month.
▪ Success Fee	In addition to the monthly fee or meeting fee, each member of the Liquidation Trust Advisory Board (other than Mr. Palmer and any successor to him on such board which is affiliated with the Liquidation Trustee) shall be entitled to receive a Success Fee, payable immediately prior to an applicable distribution to

	LT Holders and Holders of Equity Interests in the Reorganized Parent Debtor, to the extent that it distributes aggregate net proceeds realized from the Retained Causes of Action (exclusive of any Sales Proceeds or other Cash held by the Debtors on the Effective Date and without deduction on account of any Cash payment of the Class Settlement Litigation Proceeds to the Lead Plaintiff) to LT Holders and Holders of Allowed Equity Interests in the Reorganized Parent Debtor as follows: <u>Aggregate Net Proceeds Distributed</u>: — <u>Percentage Success Fee</u>: $0 - $20,000,000 — 0.50% $20,000,000 and above — 0.75% The amount of such Success Fee earned pursuant to the foregoing table shall be discounted back to the Effective Date from the date such net proceeds are distributed using a 12.5% discount rate, such that, for purposes of calculating the Success Fee, the longer after the Effective Date that aggregate net proceeds are distributed, the lower the value such aggregate net proceeds shall be deemed to have. Any distributions to Litigation Trust Holders or Equity Interests in the Reorganized Parent Debtor made from Sale Proceeds or other Cash held by the Debtors on the Effective Date shall not be considered as net proceeds in the calculation of such fee. All fees payable to the members of the Liquidation Trust Advisory Board hereunder shall be in consideration of their services on both the Liquidation Trust Advisory Board and the board of the Reorganized Parent Debtor and shall be apportioned between the Liquidation Trust and the Reorganized Debtors (or their respective interests in the Liquidation Trust Expense Reserve) in accordance with the Asset Apportionment and pursuant to the Cost-Sharing Agreement and the Plan.

Exhibit B

Liquidation Trustee Compensation

The Liquidation Trustee shall receive compensation for its services as such and as Litigation Representative as follows:

▪ Initial Work Fee	$17,500 payable on the Effective Date for preparatory services prior to the Effective Date
▪ Initial Monthly Fee	$12,500 per month payable in advance on the first of the month for the six (6) month period following the Effective Date
▪ Monthly Fee Following Initial 6 Month Period	To be determined in the discretion of the Liquidation Trust Advisory Board from time to time based on the time being spent by the Liquidation Trustee, but in no event higher than $12,500, with the expectation that such monthly fee shall be reduced to a mutually agreed amount between $5,000 and $12,500 if the Liquidation Trustee is spending less than 50% of its work time on matters related to the Liquidation Trust and its service as Litigation Representative.

- Success Fee

In addition to the Initial Work Fee and Monthly Fees, the Liquidation Trustee shall be entitled to receive a Success Fee, payable immediately prior to an applicable distribution to LT holders and Holders of Allowed Equity Interests in the Reorganized Debtors, to the extent that it distributes aggregate net proceeds realized from the Retained Causes of Action (exclusive of any Sales Proceeds or other Cash held by the Debtors on the Effective Date and without deduction on account of any Cash payment of the Class Settlement Litigation Proceeds to the Lead Plaintiff) to LT Holders and Holders of Allowed Equity Interests in the Reorganized Debtors equal to the following amounts:

Aggregate Net Proceeds Distributed:	Percentage Success Fee:
\$0 - \$10,000,000	3%
\$10,000,000 - \$20,000,000	2.5%
\$20,000,000 and above	1.5%

The amount of such Success Fee earned pursuant to the foregoing table shall be discounted back to the Effective Date from the date such net proceeds are distributed using a 12.5% discount rate such that for purposes of calculating the Success Fee, the longer after the Effective Date Cause of Action Net Proceeds are distributed, the lower the value such Cause of Action Net Proceeds shall be deemed to have. Any distributions to LT Holders or Holders of Allowed Equity Interests in the Reorganized Debtors made from Sale Proceeds or other Cash held by the Debtors on the Effective Date shall not be considered as net proceeds in the calculation of the Success Fee. The Liquidation Trust Advisory Board, in its sole discretion, may (but shall in no event be required to) award a supplemental performance bonus to the Liquidation Trustee in addition to the Success Fee based on actual results achieved.

All fees payable to the Liquidation Trustee hereunder shall be in consideration of both its services in such capacity, as Litigation Representative and the Chief Wind Down Officer and for Mark E. Palmer's (or another affiliated Person's) services as a Litigation Trust Board Member, and shall be apportioned between the Liquidation Trust and the Reorganized Debtors (or their respective shares of the Liquidation Trust Expense Reserve) in accordance with the Asset Apportionment and pursuant to the Cost-Sharing Agreement and the Plan.

EXHIBIT E

Restricted Stock Units and Deferred Share Units to be Treated as Parent Equity Interests Under the Plan

RSU/DSU HOLDER	TYPE OF INTEREST	NUMBER OF DEEMED CLASS P7 PARENT EQUITY INTERESTS ON ACCOUNT OF RSUs/DSUs
Angela Bass	RSU	2,860
Paul Dachsteiner	RSU	2,503
Craig Desjardins	RSU	748
Timothy Ellsworth	RSU	0
James Eno	RSU	748
Michael Floros	RSU	1,305
Paul Gibson	RSU	6,221
Michelle Hanson	RSU	593
Paul Healey	RSU	748
Bradley James	RSU	474
Phillipe Jean	RSU	474
Roland Larose	RSU	617
Kathryn McGown	RSU	949
Saverio Michielli	RSU	118
Robert Osterhammer	RSU	688
Amir Rosenthal	RSU	11,657
Catherine Tymowski	RSU	500
Mark Vendetti	RSU	7,500
Michael Wall	RSU	3,718

RSU/DSU HOLDER	TYPE OF INTEREST	NUMBER OF DEEMED CLASS P7 PARENT EQUITY INTERESTS ON ACCOUNT OF RSUs/DSUs
Julie Zaleski	RSU	748
Karyn Barsa	DSU	43,597
Joan Dea	DSU	43,097
Daniel Friedberg	DSU	5,054
Michael Jacobi	DSU	63,191
Lawrence Lucchino	DSU	17,416
Matthew Mannelly	DSU	45,869
Bernard McDonnell	DSU	106,352
Robert Nicholson	DSU	60,784

EXHIBIT F

Amendments to Debtors' Organizational Documents

Incorporation Number **BC1107887**

Effective as of **______________, 2017**

THIRD AMENDED AND RESTATED ARTICLES

OF

OLD PSG WIND-DOWN LTD.

(the "COMPANY")

PROVINCE OF BRITISH COLUMBIA
BUSINESS CORPORATIONS ACT

THE ATTACHED ARE THE ARTICLES OF THE COMPANY PURSUANT TO A COURT ORDER DATED __________, 2017.

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Incorporation Number **BC1107887**

THIRD AMENDED AND RESTATED ARTICLES

OF

OLD PSG WIND-DOWN LTD.

(the "Company")

PART 1
INTERPRETATION

1.1 Definitions

In these Amended and Restated Articles (the "**Articles**"), unless the context otherwise requires:

(1) "**appropriate person**" has the meaning assigned in the *Securities Transfer Act*;

(2) "**board of directors**", "**directors**" and "**board**" mean the directors or sole director of the Company for the time being;

(3) "***Business Corporations Act***" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(4) "***Interpretation Act***" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(5) "**legal personal representative**" means the personal or other legal representative of a shareholder;

(6) "**Plan**" means the First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUCH Inc. and its Affiliated Debtors filed in the United States Bankruptcy Court for the District of Delaware under Case No. 16-12373 (KJC) on ◆, 2017;

(7) "**protected purchaser**" has the meaning assigned in the *Securities Transfer Act*;

(8) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;

(9) "**seal**" means the seal of the Company, if any;

(10) "***Securities Act***" means the *Securities Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(11) "**securities legislation**" means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; "**Canadian securities legislation**" means the securities legislation in any province or territory of Canada and includes the *Securities Act*; and "**U.S. securities legislation**" means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the Securities Act of 1933 and the Securities Exchange Act of 1934;

(12) "***Securities Transfer Act***" means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

PART 2
SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares within the meaning of the *Business Corporations Act*, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment and delivery of a share certificate or an acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Destroyed or Wrongfully Taken Certificate

If a person entitled to a share certificate claims that the share certificate has been lost, destroyed or wrongfully taken, the Company must issue a new share certificate, if that person:

(1) so requests before the Company has notice that the share certificate has been acquired by a protected purchaser;

(2) provides the Company with an indemnity bond sufficient in the Company's judgement to protect the Company from any loss that the Company may suffer by issuing a new certificate; and

(3) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

2.7 Recovery of New Share Certificate

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights under any indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

2.8 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as represented by the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.9 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.8, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.10 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

PART 3
ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights, if any, of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine.

The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

(a) past services performed for the Company;

(b) property;

(c) money; and

(2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

PART 4
SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

PART 5
SHARE TRANSFERS

5.1 Registering Transfers

Subject to Part 25, the Company must register a transfer of a share of the Company if either:

(1) the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

(a) in the case where the Company has issued a share certificate in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

(b) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the *Business Corporations Act* and including the case where the Company has issued a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and

(c) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser; or

(2) all the preconditions for a transfer of a share under the *Securities Transfer Act* have been met and the Company is required under the *Securities Transfer Act* to register the transfer.

5.2 Waivers of Requirements for Transfer

The Company may waive any of the requirements set out in Article 5.1(1) and any of the preconditions referred to in Article 5.1(2).

5.3 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the Company or the transfer agent for the class or series of shares to be transferred.

5.4 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.5 Signing of Instrument of Transfer

If a shareholder or other appropriate person or an agent who has actual authority to act on behalf of that person, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

(1) in the name of the person named as transferee in that instrument of transfer; or

(2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.6 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.7 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

PART 6
TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

Subject to Part 25, in the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the directors may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest.

6.2 Rights of Legal Personal Representative

The legal personal representative of a shareholder has the rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, including Part 25, if appropriate evidence of appointment or incumbency within the meaning of the *Securities Transfer Act* has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

PART 7
ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

The Company must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) must not pay a dividend in respect of the share; and

(3) must not make any other distribution in respect of the share.

PART 8
BORROWING POWERS

8.1 Borrowing Powers

The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

PART 9
ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by ordinary resolution:

(1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(4) if the Company is authorized to issue shares of a class of shares with par value:

(a) decrease the par value of those shares; or

(b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(6) alter the identifying name of any of its shares; or

(7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*;

and, if applicable, alter its Notice of Articles and, if applicable, its Articles, accordingly.

9.2 Special Rights or Restrictions

Subject to Part 26 and the *Business Corporations Act*, the Company may by ordinary resolution:

(1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued;

and alter its Articles and Notice of Articles accordingly.

9.3 Change of Name

The Company may by directors' resolution authorize an alteration to its Notice of Articles in order to change its name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

PART 10
MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, at any time, call a meeting of shareholders, to be held at such time and place as may be determined by the directors.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

(b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Notice of Dissent Rights

The Company must send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.10 Advance Notice Provisions

(1) *Nomination of Directors*

Subject only to the *Business Corporations Act* and these Articles, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors to the board of directors of the Company. Nominations of persons for election to the board at an annual meeting of shareholders, or at a special meeting of shareholders called for any purpose which includes the election of directors to the board may only be made:

(a) by or at the direction of the board or an authorized officer of the Company, including pursuant to a notice of meeting;

(b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act* or a requisition of shareholders made in accordance with the provisions of the *Business Corporations Act*; or

(c) by any person entitled to vote at such meeting (a "Nominating Shareholder"), who:

(i) is, at the close of business on the date of giving notice provided for in this Article 10.10 and on the record date for notice of such meeting, either entered in the securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and

(ii) has given timely notice in proper written form as set forth in this Article 10.10.

(2) *Exclusive Means*

For the avoidance of doubt, this Article 10.10 shall be the exclusive means for any person to bring nominations for election to the board before any annual or special meeting of shareholders of the Company.

(3) *Timely Notice*

In order for a Nominating Shareholder to provide timely notice (a "Timely Notice") of its intention to nominate a person for election as a director (a "Proposed Nominee"), the Nominating Shareholder's notice must be received by the corporate secretary of the Company at the principal executive offices of the Company:

(a) in the case of an annual meeting of shareholders, not later than 5:00 p.m. (Toronto time) on the 30th day before the date of the meeting; provided, however, if the first public announcement made by the Company with respect to the date of the annual meeting (each such date being the "**Notice Date**") is less than 50 days prior to the meeting date, not later than the close of business on the 10th day following the Notice Date; and

(b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for any purpose which includes the election of directors to the board, not later than the close of business on the 15th day following the Notice Date;

provided that, in either instance, if notice-and-access (as set out in applicable securities laws) is used for delivery of proxy related materials in respect of a meeting described in Article 10.10(3)(a) or 10.10(3)(b), and the Notice Date in respect of the meeting is not less than 50 days before the date of the applicable meeting, the notice must be received not later than the close of business on the 40th day before the date of the applicable meeting.

(4) *Proper Form of Notice*

To be in proper written form, a Nominating Shareholder's notice to the corporate secretary must comply with all the provisions of this Article 10.10 and:

(a) disclose or include, as applicable, as to each Proposed Nominee:

(i) their name, age, business and residential address and principal occupation and/or employment for the past five years;

(ii) their direct or indirect beneficial ownership in, or control or direction over, any class or series of securities of the Company as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, including the number or principal amount;

(iii) any relationships, agreements or arrangements, including financial, compensation and indemnity related relationships, agreements or arrangements, between the Proposed Nominee or any affiliates or associates of, or any person or entity acting jointly or in concert with, the Proposed Nominee or the Nominating Shareholder;

(iv) any other information relating to such Proposed Nominee that would be required to be included in a dissident proxy circular or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to the *Business Corporations Act* or applicable securities law; and

(v) a written consent of each Proposed Nominee to being named as nominee and certifying that such Proposed Nominee is not disqualified from acting as director under the provisions of subsection 124(2) of the *Business Corporations Act*; and

(b) disclose or include, as applicable, as to each Nominating Shareholder giving the notice, and each beneficial owner, if any, on whose behalf the nomination is made:

(i) their name, business and residential address, direct or indirect beneficial ownership in, or control or direction over, any class or series of securities of the Company, including the number or principal amount as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, including the number or principal amount;

(ii) their interests in, or rights or obligations associated with, an agreement, arrangement or understanding, the purpose or effect of which is to alter, directly or indirectly, the person's economic interest in a security of the Company or the person's economic exposure to the Company;

(iii) any relationships, agreements or arrangements, including financial, compensation and indemnity related relationships, agreements or arrangements, between the Nominating Shareholder or any affiliates or associates of, or any person or entity acting jointly or in concert with, the Nominating Shareholder and any Proposed Nominee;

(iv) any proxy, contract, arrangement, agreement or understanding pursuant to which such person, or any of its affiliates or associates, or any person acting jointly or in concert with such person, has any interests, rights or obligations relating to the voting of any securities of the Company or the nomination of directors to the board;

(v) a representation that the Nominating Shareholder is a holder of record of securities of the Company, or a beneficial owner, entitled to vote at such meeting, and intends to appear in person or by proxy at the meeting to propose such nomination;

(vi) a representation as to whether such person intends to deliver a proxy circular and/or form of proxy to any shareholder of the Company in connection with such nomination or otherwise solicit proxies or votes from shareholders of the Company in support of such nomination; and

(vii) any other information relating to such person that would be required to be included in a dissident proxy circular or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* or by applicable securities law.

(5) ***Ineligibility***

No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 10.10; provided, however, that nothing in this Article 10.10 shall be deemed to preclude discussion by a Shareholder (as distinct from the nomination of directors) at a meeting of Shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the *Business Corporations Act*.

(6) ***Currency of Nominee Information***

All information to be provided in a Timely Notice pursuant to this Article 10.10 shall be provided as of the date of such notice. The Nominating Shareholder shall provide the Company with an update to such information forthwith so that it is true and correct in all material respects.

(7) ***Delivery of Information***

Any notice, or other document or information required to be given to the corporate secretary pursuant to this Article 10.10 may only be in writing, given by personal delivery, courier or facsimile (but not by email) to the corporate secretary at the address of the principal executive offices of the Company and shall be deemed to have been given and made:

(a) if sent by personal delivery or courier, on the date of delivery if it is a business day and the delivery was made prior to 5:00 p.m. (Toronto time) and otherwise on the next business day; or

(b) if sent by facsimile (provided that receipt of confirmation of such transmission has been received), on the business day following the date of confirmation of transmission by the originating facsimile.

(8) ***Defective Nomination Determination***

The chair of any meeting of shareholders of the Company shall have the power to determine whether any proposed nomination is made in accordance with the provisions of this Article 10.10, and if any proposed nomination is not in compliance with such provisions, must declare that such defective nomination shall not be considered at any meeting of shareholders.

(9) *Failure to Appear*

Despite any other provision of this Article 10.10, if the Nominating Shareholder (or a qualified representative of the Nominating Shareholder) does not appear at the meeting of shareholders of the Company to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Company.

(10) *Waiver*

The board may, in its sole discretion, waive any requirement in this Article 10.10.

(11) *Definitions*

For the purposes of this Article 10.10, "public announcement" means disclosure in a press release disseminated by the Company through a national news service in Canada, or in a document filed by the Company for public access under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com or the Electronic Data Gathering Analysis and Retrieval (EDGAR) system at www.sec.gov.

PART 11
PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of or voting at the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) the setting of the remuneration of an auditor;

(h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights or restrictions attached to the shares of any class or series of shares and to Article 11.4, a quorum for the transaction of business at a meeting of shareholders is present if shareholders who, in the aggregate, hold at least 25% of the issued shares entitled to be voted at the meeting are present in person or represented by proxy, irrespective of the number of persons actually present at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(1) the quorum is one person who is, or who represents by proxy, that shareholder, and

(2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Persons Entitled to Attend Meeting

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(1) the chair of the board, if any; or

(2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In the case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(1) the poll must be taken:

- (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
- (b) in the manner, at the time and at the place that the chair of the meeting directs;

(2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 No Demand for Poll on Election of Chair

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of the meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

PART 12
VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter is entitled, in respect of each share entitled to be voted on the matter and held by that shareholder, to that number of votes provided by the Articles or the Business Corporations Act and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(1) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders registered in respect of that share.

12.5 Representative of a Corporate Shareholder

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(1) for that purpose, the instrument appointing a representative must be received:

(a) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;

(2) if a representative is appointed under this Article 12.5:

(a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;

(3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or

(4) the Company is a public company.

12.7 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

12.8 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.9 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

(1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(2) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company]

(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned): ________________________________

____
Signed [month, day, year]

____
[Signature of shareholder]

____
[Name of shareholder - printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

(1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Chair May Determine Validity of Proxy.

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at the meeting, and any such determination made in good faith shall be final, conclusive and binding upon the meeting.

12.16 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

PART 13
DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*.

The Company shall have a minimum of three and a maximum of 10 directors. The number of directors is the number within the minimum and maximum determined by the directors from time to time. If the number of directors has not been determined as provided in this section, the number of directors is the number of directors holding office immediately following the most recent election or appointment of directors, whether at an annual or special general meeting of the shareholders, or by the directors pursuant to Articles 14.5 or 14.9.

13.2 Change in Number of Directors

If the number of directors is set under Article 13.1:

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number; or

(2) the directors, subject to Article 14.9, may appoint directors to fill those vacancies.

No decrease in the number of directors will shorten the term of an incumbent director.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

PART 14
ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

Subject to Article **Error! Reference source not found.**, at every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Term of Directors Appointed in Connection with Implementation of the Plan

A director appointed in connection with the implementation of the Plan shall be appointed for a term of ten years.

14.4 Failure to Elect or Appoint Directors

If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors,

then each director then in office continues to hold office until the earlier of:

(3) when his or her successor is elected or appointed; and

(4) when he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.5 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose.

14.6 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors. The term of office of a director appointed by the Directors under this Article 14.6 shall be for the balance of the term of office of the director whose vacancy in the Board he or she was appointed to fill.

14.7 Remaining Directors' Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.8 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors. The term of office of a director appointed by the Shareholders under this Article 14.8 shall be for the balance of the term of office of the director whose vacancy in the Board he or she was appointed to fill.

14.9 Additional Directors

Notwithstanding Article 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.9 must not at any time exceed:

(1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.9.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.10 Ceasing to be a Director

A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(4) the director is removed from office pursuant to Articles 14.11 or 14.12.

14.11 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.12 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

PART 15
POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

PART 16
INTERESTS OF DIRECTORS AND OFFICERS

16.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

16.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

16.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

16.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

16.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

16.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

16.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

16.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

PART 17
PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

17.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

17.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(1) the chair of the board, if any;

(2) in the absence of the chair of the board, the president, if any, if the president is a director; or

(3) any other director chosen by the directors if:

> (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
>
> (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors:

(1) in person;

(2) by telephone; or

(3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors participating in the meeting, whether in person, or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

17.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1 or as provided in Article 17.7, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 23.1 or orally or by telephone.

17.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director, does not invalidate any proceedings at that meeting.

17.9 Waiver of Notice of Meetings

Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

Attendance of a director at a meeting of the directors is a waiver of notice of the meeting, unless that director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

17.10 Quorum

The quorum necessary for the transaction of the business of the directors is a majority of the number of directors in office or such greater number as the directors may determine from time to time.

17.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

17.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

(1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

(2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article 17.12 may be by any written instrument, fax, e-mail or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

PART 18
EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and during the intervals between meetings of the board of directors all of the directors' powers are delegated to the executive committee, except:

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees

Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

(1) conform to any rules that may from time to time be imposed on it by the directors; and

(2) report every act or thing done in exercise of those powers at such times as the directors may require.

18.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

18.5 Committee Meetings

Subject to Article 18.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

PART 19
OFFICERS

19.1 Chief Wind-Down Officer

The directors must appoint a Chief Wind-Down Officer of the Company. The Chief Wind-Down Officer shall have such authority and perform such duties as set out in the Plan, as well as any other duties as may be determined by the board of directors from time to time in order for the Chief-Wind-Down Officer to fulfill such role in accordance with the Plan.

The Chief Wind-Down Officer will hold office until his or her successor is duly appointed, subject to removal from office by the board of directors at any time with or without cause and with or without notice.

Except as restricted by a specific resolution of the board of directors, the Chief Wind-down Officer has the right to notice of and to attend all meetings of the board of directors and all committees of the board of directors.

19.2 Directors May Appoint Officers

The directors may, from time to time, appoint such other officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

19.3 Functions, Duties and Powers of Officers

The directors may, for each officer appointed pursuant to Article 19.2:

(1) determine the functions and duties of the officer;

(2) delegate to the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.4 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

19.5 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

PART 20
INDEMNIFICATION

20.1 Definitions

In this Article 20:

(1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director or former director or an officer or former officer of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the *Business Corporations Act*;

(4) "officer" means an officer appointed by the board of directors.

20.2 Mandatory Indemnification of Directors and Officers

Subject to the *Business Corporations Act*, the Company must indemnify an eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and officer is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Permitted Indemnification

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with *Business Corporations Act*

The failure of a director or officer of the Company to comply with the *Business Corporations Act* or these Articles or, if applicable, any former Companies Act or former Articles, does not invalidate any indemnity to which he or she is entitled under this Part 20.

20.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(1) is or was a director, officer, employee or agent of the Company;

(2) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(4) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.

PART 21
DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights

The provisions of this Part 21 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may consider appropriate.

21.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

21.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(3) vest any such specific assets in trustees for the persons entitled to the dividend.

21.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

21.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

21.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

21.10 Dividend Bears No Interest

No dividend bears interest against the Company.

21.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

21.12 Payment of Dividends

Any dividend or other distribution payable in money in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

21.13 Capitalization of Retained Earnings or Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

PART 22
ACCOUNTING RECORDS AND AUDITOR

22.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

22.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

22.3 Remuneration of Auditor

The directors may set the remuneration of the auditor of the Company.

PART 23
NOTICES

23.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

(a) for a record mailed to a shareholder, the shareholder's registered address;

(b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

(a) for a record delivered to a shareholder, the shareholder's registered address;

(b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the delivery address of the intended recipient;

(3) unless the intended recipient is the auditor of the Company, sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) unless the intended recipient is the auditor of the Company, sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class;

(5) physical delivery to the intended recipient;

(6) as otherwise permitted by applicable securities legislation.

23.2 Deemed Receipt

A notice, statement, report or other record that is:

(1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

(2) faxed to a person to the fax number provided by that person referred to in Article 23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(3) e-mailed to a person to the e-mail address provided by that person referred to in Article 23.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

23.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 23.1 is conclusive evidence of that fact.

23.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share.

23.5 Notice to Legal Personal Representatives and Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(1) mailing the record, addressed to them:

  (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

  (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

23.6 Undelivered Notices

If, on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 23.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

PART 24
SEAL

24.1 Who May Attest Seal

Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company only has one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

24.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 24.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

PART 25
PROHIBITIONS

25.1 Definitions

In this Part 25:

(1) "security" has the meaning assigned in the *Securities Act*;

(2) "transfer restricted security" means

(a) a share of the Company;

(b) a security of the Company convertible into shares of the Company;

(c) any other security of the Company which must be subject to restrictions on transfer in order for the Company to satisfy the requirement for restrictions on transfer under the "private issuer" exemption of Canadian securities legislation or under any other exemption from prospectus or registration requirements of Canadian securities legislation similar in scope and purpose to the "private issuer" exemption.

25.2 Consent Required for Transfer of Shares or Transfer Restricted Securities

No share or other transfer restricted security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

25.3 Restrictions on Business of the Company

In this Article 25.3, all capitalized terms not otherwise defined in these Articles, will have the meanings ascribed to them in the Plan.

Notwithstanding anything in these Articles, the Company is restricted from carrying on any business except taking any and all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan and the CCAA Approval Order, including:

(1) prosecuting the Retained Causes of Action;

(2) making distributions from time to time to Holders of Allowed Parent Equity Interests who elect or are deemed to elect Option 2;

(3) making distributions to Holders of Allowed Claims;

(4) making any other distributions of Shareholder Distributable Assets until the Final Distribution Date;

(5) the payment of fees, costs and expenses.

The Company shall not be permitted to engage in any activities inconsistent with the foregoing restrictions.

PART 26
SPECIAL RIGHTS AND RESTRICTIONS

The special rights and restrictions attached to the Common Shares of the Company are as follows:

26.1 Special Rights and Restrictions of Common Shares

(1) ***Liquidation Entitlement***

In the event of the liquidation, dissolution or winding-up of the Company or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs, whether voluntarily or involuntarily, all the property and assets of the Company available for distribution to the holders of the Common Shares will be paid or distributed to the holders of the Common Shares.

(2) ***Dividend Rights***

The holders of Common Shares are entitled to receive non-cumulative dividends at such times and in such amounts as the directors may in their discretion from time to time determine. The directors may, at any time and from time to time, declare and pay a stock dividend.

(3) ***Meetings***

The holders of Common Shares are entitled to receive notice of any meeting of shareholders of the Company, and to attend and vote at those meetings, except those meetings at which holders of a specific class of shares are entitled to vote separately as a class under the *Business Corporations Act*.

The Common Shares carry one vote per share for all matters coming before shareholders.

(4) ***Variation of Rights***

Notwithstanding any other provision of these Articles, but subject to the *Business Corporations Act,* the special rights and restrictions attached to any Common Shares may be modified if the amendment is authorized by not less than 66 2⁄ 3% of the votes cast at a meeting of holders of Common Shares duly held for that purpose.

<u>EXHIBIT G</u>

Form of Cost Sharing Agreement

COST SHARING AGREEMENT

THIS AGREEMENT dated this [21st] day of [December], 2017.

BETWEEN:

OLD PSG WIND-DOWN LTD.

("**PSG**" or the "**Reorganized Parent Debtor**")

OF THE FIRST PART;

- and -

THESEUS STRATEGY GROUP LLC, IN ITS CAPACITY AS TRUSTEE OF THE OLD PSG WIND DOWN LIQUIDATION TRUST

("**Liquidation Trustee**")

OF THE SECOND PART

RECITALS:

A. On October 31, 2016, PSG and certain of its direct and indirect subsidiaries (collectively, the "**Debtors**") filed for and obtained protection under the *Companies' Creditors Arrangement Act* pursuant to an Order of the Ontario Superior Court (Commercial List) (the "**Canadian Court**"). Concurrently therewith, the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

B. On February 28, 2017, the Debtors announced the consummation of the sale of substantially all of their assets, which sale was approved by the Canadian Court and the Bankruptcy Court on February 6, 2017.

C. On August 9, 2017, the Debtors filed a Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its affiliated Debtors with the Bankruptcy Court and subsequently, on October 31, 2017, the Debtors filed the First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its affiliated Debtors with the Bankruptcy Court (as may be amended, modified or restated from time to time, the "**Plan**").

D. Under the Plan, holders of Allowed Parent Equity Interests are entitled to elect to (i) have their Parent Equity Interests mandatorily purchased and cancelled in exchange for Beneficial

Trust Interests in the Liquidation Trust (and a right to receive their Pro Rata share of any other Shareholder Distributable Assets in accordance with this Plan); or (ii) retain their Parent Equity Interests.

E. Pursuant to the Plan, PSG and the Liquidation Trust are required to enter into this Cost **S**haring Agreement with respect to any Wind-Down Expenses that are incurred by PSG and the Liquidation Trust, as applicable.

F. On December 5, 2017, the Debtors filed the Plan Supplement which included a form of this Agreement, which is the Cost Sharing Agreement referred to in the Plan.

G. On December ●, 2017, the Plan was confirmed in the United States by the Bankruptcy Court and the Plan was approved in Canada by the Canadian Court and the Canadian Court, *inter alia*, approved the Reorganized Parent Debtor taking the steps necessary to implement the Plan in accordance with its terms, including entering into this Agreement, and appointed Theseus Strategy Group LLC as the Litigation Representative.

H. The parties have entered into this Agreement for the purposes of setting out the cost sharing arrangement with respect to the Wind-Down Expenses.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants of the parties herein, the sum of Two ($2.00) Dollars of lawful monies of Canada and other valuable consideration now paid by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree one with the other as follows:

1. INTERPRETATION

(1) All capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Plan.

(2) In this Agreement, unless there is something in the subject matter or context, inconsistent therewith, the following terms and expressions shall have the meaning hereinafter set out:

(a) "**Direct Costs**" shall have the meaning set forth in Section 3(e) hereof.

(b) "**Disproportionate Tax Attribute Reduction**" at a particular time means the excess of (a) the total amount of the favourable Tax attributes of a Canadian Debtor (including, for greater certainty, any "net capital losses" or "non-capital losses" for purposes of the *Income Tax Act* (Canada)) actually reduced, claimed or utilized by a Canadian Debtor as the direct result of the transfer of an interest in the Retained Causes of Action ("**Retained Cause of Action Tax Attributes**") to the Liquidation Trust (including, for greater certainty, on the transfer of a portion of an interest in the Retained Causes of Action from a Canadian Debtor to PSG for the purpose of transferring such interest to the Liquidation Trust, as described in Section 3(a) hereof), over (b) the Trust's Proportionate Share of such Retained Cause of Action Tax Attributes, as determined at that particular time.

(c) "**Liquidation Trust**" means the Old PSG Wind Down Liquidation Trust.

(d) "**PSG's Proportionate Share**" means the percentage share allocable to PSG at any given time from and after the Effective Date that is obtained by dividing: (i) the number of Allowed Parent Equity Interests outstanding as of such date (but excluding Allowed Parent Equity Interests that were mandatorily purchased and cancelled in exchange for Beneficial Trust Interests) as determined on the date on which the calculation of PSG's Proportionate Share is being made; by (ii) the sum of (x) the total number of Allowed Parent Equity Interests outstanding as of such date plus (y) the total number of Allowed Parent Equity Interests that were mandatorily purchased and cancelled in exchange for Beneficial Trust Interests as of such date).

(e) "**Representatives**" means the Liquidation Trustee, in its capacity as trustee of the Liquidation Trust, the Litigation Representative and the Chief Wind-Down Officer, acting jointly.

(f) "**Retained Cause of Action Tax Attributes**" shall have the meaning set forth in Section 1(2)(b) hereof.

(g) "**Shared Costs**" means Wind-Down Expenses incurred after the Effective Date in connection with implementing this Plan and the CCAA Approval Order or winding down the Reorganized Debtors including without limitation, fees, costs and expenses, related to or incurred by:

(i) organizing, administering, and maintaining the Liquidation Trust and PSG or, except as otherwise provided for herein, otherwise related to the performance of any activities of PSG or the Liquidation Trust undertaken, in accordance with the Liquidation Trust Agreement and the Plan, including, but not limited to, any fees, costs and expenses of the Liquidation Trustee and the Liquidation Trust Advisory Board or their counsel related to the foregoing;

(ii) the Monitor and its counsel;

(iii) the Distribution Agent and its counsel;

(iv) the Chief Wind-Down Officer and its counsel;

(v) the investigation, prosecution, abandonment, compromise or settlement of the Retained Causes of Action, including any attorneys' fees and expenses, expert witness fees and any other litigation costs incurred in connection therewith;

(vi) other fees, expenses and costs incurred by the Estates, the Debtors or the Reorganized Debtors and their counsel, including payment of statutory fees and any Taxes required to be paid in connection with dissolving or amalgamating the Debtors or Reorganized Debtors (excluding, for greater certainty, (A) those Taxes described in Section 3, and (B) Taxes directly attributable to the portion of the interest in the Retained Causes of Action that was not transferred to the Liquidation Trust, including, without limitation, PSG's Proportionate Share of any amounts recovered in respect of the Retained Causes of Action in any litigation proceeding or settlement, or the movement of such assets through intercompany transactions for purposes of distributing such amounts to the equity holders of the Reorganized Parent Debtor) and including any fees, costs and expenses of the Boards of Directors of the Debtors or Reorganized Debtors; and

(vii) indemnification obligations owed to the Liquidation Trustee, in its capacity as such or Litigation Representative or to any member of the Liquidation Trust Advisory Board or the Board of Directors of the Reorganized Parent Debtor, in each case whether arising under the Liquidation Trust Agreement, the constating and organizational documents of a Reorganized Debtor or otherwise; provided, that such indemnification obligations relate to actions jointly taken by or on behalf of the Liquidation Trust and the Reorganized Debtors or relate to actions taken by either of the Liquidation Trust or the Reorganized Debtors in order to comply with the requirements of or otherwise implement the Plan.

(h) "**Tax**" or "**Taxes**" includes all present and future taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any taxing authority or Governmental Unit, including income, capital (including large corporations), withholding, consumption, sales, use, transfer, goods and services, harmonized sales or other value-added, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, health, education, business, school, property, local improvement, development, education development and occupation taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and charges, and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance premiums and workers compensation premiums, together with all fines, interest, penalties on or in respect of, or in lieu of or for non-collection of, those taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges, whether disputed or not.

(i) "**Trust's Proportionate Share**" means the percentage share allocable to the Liquidation Trust at any given time from and after the Effective Date that is obtained by dividing: (i) the number of Allowed Parent Equity Interests that were mandatorily purchased and cancelled in exchange for Beneficial Trust Interests determined as of the date on which the calculation of the Trust's Proportionate Share is being made; by (ii) the sum of (x) the total number of Allowed Parent

Equity Interests issued and outstanding as of such date, plus (y) of the total number of Allowed Parent Equity Interests that were mandatorily purchased and cancelled in exchange for Beneficial Trust Interests).

(3) For purposes of the definition of Shared Costs under this Agreement, the parties acknowledge and agree that for purposes of calculating Shared Costs with respect to any income Taxes imposed on the Canadian Debtors after the Effective Date, appropriate consideration shall be given to all income Taxes of the Canadian Debtors that have been borne by the Liquidation Trust so as to avoid the effect of any double counting with respect to such income Taxes of the Canadian Debtors.

(4) This Agreement shall be governed by the laws of the State of New York and the laws of the United States applicable therein.

(5) The division of this Agreement into Sections, and the insertion of headings, are for convenience of reference only and are not to be considered in, and shall not affect, the construction or interpretation of any provision of this Agreement.

(6) If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action shall be made or taken on the next Business Day.

(7) Unless context otherwise requires, whenever used in this Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Agreement as a whole and not to any particular Section or subsection hereof unless the context requires otherwise.

2. APPORTIONMENT OF OWNERSHIP OF THE LIQUIDATION TRUST EXPENSE RESERVE AND ALLOCATION OF SHARED EXPENSES

(a) On, or as soon as reasonably practicable after, the Effective Date, the Liquidation Trust Reserve shall be funded in accordance with the Plan.

(b) From and after the Effective Date, the Litigation Representative, for and on behalf of PSG and the Liquidation Trust shall administer and disburse the PSG Liquidation Trust Expense Reserve on behalf of the Liquidation Trust and the Reorganized Parent Debtor in accordance with the Plan. The parties acknowledge, however, that until the conditions precedent set forth in Section (V)(B)(1) of the Plan have been satisfied, no more than $100,000 of the Liquidation Trust Expense Reserve shall be funded into the Liquidation Trust and the entire remaining balance of the Liquidation Trust Expense Reserve shall be held by the Reorganized Parent Debtor, provided, however, that $100,000 shall not be funded if Board of Directors of the Reorganized Parent Debtor, with the consent of the Liquidation Trustee, which consent shall not be unreasonably withheld, reasonably determines that such funding should not be made. Upon satisfaction of such conditions in the Plan and at all times thereafter that funds remain in the Liquidation Trust Expense Reserve, the Liquidation Trust Expense Reserve shall be allocated between (i) PSG, in accordance with PSG's Proportionate Share, and PSG shall have, or be deemed to have, legal and beneficial ownership thereof, and (ii) the Liquidation Trust, in accordance with the Trust's Proportionate Share and the Liquidation Trust shall have, or be deemed to have, legal and beneficial ownership thereof, in each case subject to adjustment as set forth in Section 2(e) hereof.

(c) Regardless of whether and to the extent that PSG or the Liquidation Trust holds the Liquidation Trust Expense Reserve, from and after the date that the conditions precedent for transfer of the Trust's Proportionate Share of the Liquidation Trust Expense Reserve specified in Section (V)(B)(1) of the Plan have been satisfied, as between PSG and the Liquidation Trust, PSG shall be allocated PSG's Proportionate Share of Shared Costs and the Liquidation Trust shall be allocated the Trust's Proportionate Share of Shared Costs.

(d) To the extent necessary to ensure that PSG and the Liquidation Trust have each borne their appropriate portion of all Shared Costs pursuant to this Agreement and any other Direct Costs for which they are individually responsible hereunder, the Representatives may adjust the respective amounts of Cash which would otherwise be distributed to Holders of Beneficial Interests in the Liquidation Trust and Holders of Equity Interests in PSG on account of any Cause of Action Net Proceeds which are recovered or any funds in the Liquidation Trust Expense Reserve which are to be released pursuant to Section 2(f) hereof, based on PSG's Proportionate Share and the Trust's Proportionate Share in effect as of the date of such distribution, as the Representatives reasonably determine is necessary so that each of PSG and the Liquidation Trust has each borne their appropriate shares of all Shared Costs and has paid all Direct Costs for which they are individually responsible hereunder, in each case incurred or paid through the date of such distribution.

(e) For greater certainty, if at any time after the Effective Date, there is a change in PSG's Proportionate Share and a corresponding change in the Trust's Proportionate Share as a result of an adjustment thereto by the Liquidation Trustee pursuant to Section 1.2 of the Liquidation Trust Agreement or otherwise (an "**Adjustment Event**"); then the allocation of Shared Expenses pursuant to this Agreement and any adjustment pursuant to Section 2(d) hereof shall be made as between PSG and the Liquidation Trust in accordance with PSG's Proportionate Share and the Trust's Proportionate Share, in each case after giving effect to such Adjustment Event.

(f) To the extent any Cash remains in the Liquidation Trust Expense Reserve after payment of all of the Shared Costs and Direct Costs of the Liquidation Trust and

PSG, such excess Cash shall be distributed in accordance with, and pursuant to, the Plan.

3. DISPROPORTIONATE TAX ATTRIBUTE REDUCTION AND ALLOCATION OF EXPENSES OTHER THAN SHARED COSTS

(a) To the extent that a Canadian Debtor is required to pay Tax as the direct result of the transfer of an interest in the Retained Causes of Action to the Liquidation Trust (including, for greater certainty, on the transfer of a portion of an interest in the Retained Causes of Action from a Canadian Debtor to PSG for the purpose of transferring such interest to the Liquidation Trust), the Liquidation Trust shall bear the amount of such Tax as a Direct Cost hereunder which is reimbursable to PSG for the benefit of PSG and/or the other Reorganized Debtor incurring such Tax as an adjustment pursuant to Section 2(d) hereof; provided that the Liquidation Trust shall not bear an obligation for Tax greater than that imposed on a single transfer of the Trust's Proportionate Share of the Retained Causes of Action (it being understood and agreed that the transfer to PSG prior to the transfer to the Liquidation Trust, together with the transfer to the Liquidation Trust, shall not result in the imposition of Taxes two times).

(b) To the extent that a Canadian Debtor is required to pay Tax at a particular time as the direct result of a Disproportionate Tax Attribute Reduction, the Liquidation Trust shall bear the amount of such Tax as a Direct Cost hereunder which is reimbursable to PSG for the benefit of PSG and/or the other Reorganized Debtors incurring such Tax as an adjustment pursuant to Section 2(d) hereof. For example, as a hypothetical, if PSG's Proportionate Share at a particular time when Tax is payable is 50% and the Trust's Proportionate Share at that particular time is 50%, and if the transfer of the Retained Causes of Action to the Trust actually used 60% of a particular favorable Tax attribute of a particular Debtor, then the Trust shall pay to PSG the amount of any Taxes required to be paid at that time by such Debtor as a result of the 10% Disproportionate Tax Attribute Reduction. For the avoidance of doubt, any obligation of the Liquidation Trust under this Section 3(b), together with any obligation under Section 3(a), shall be determined by the Representatives in accordance with Section 4(a) hereof, and without double counting of Tax or favorable Tax attributes.

(c) To the extent that any payment or reimbursement pursuant to Section 3(a) or 3(b) by the Liquidation Trust would result in a Debtor being liable for Taxes (other than any Taxes that are refundable or recoverable by such Debtor) in respect of such payment or reimbursement, then the Liquidation Trust shall increase the amount of the payment or reimbursement otherwise required by Section 3(a) or 3(b), as applicable, by the amount necessary such that payment or reimbursement, net of such applicable Taxes (including any Taxes arising in connection with any increase in payment or reimbursement hereunder), is equal to the amount required to be paid or reimbursed hereunder as a Direct Cost (the "**Gross Up Payment**"). Notwithstanding the foregoing, the Gross Up Payment may be adjusted by the

Representatives as they reasonably determine is necessary so as to cause each of PSG and the Liquidation Trust to have borne its appropriate share of Tax or its appropriate share of Retained Cause of Action Tax Attributes, and to give effect to the Plan, in each case without double counting.

(d) After the Effective Date, to the extent that there are any expenses allocable to the Debtors, other than Shared Costs (the "**PSG Expenses**"), PSG shall be required to pay (or be deemed to have paid) such PSG Expenses from the PSG Liquidation Expense Reserve Share of the Liquidation Trust Expense Reserve on behalf of PSG or other funds of PSG (such as Sales Proceeds or PSG's Proportionate Share of any Net Cause of Action Proceeds). For greater certainty, the Liquidation Trust shall not be required to pay the PSG Expenses nor shall the PSG Expenses be apportioned to Liquidation Trust.

(e) After the Effective Date, to the extent that there are expenses allocable to the Liquidation Trust, other than Shared Costs ("**Liquidation Trust Expenses**"; and together with the PSG Expenses, the "**Direct Costs**"), the Liquidation Trust shall be required to pay (or shall be deemed to have paid) such Liquidation Expenses from the Trust's Proportionate Share of the Liquidation Trust Expense Reserve or other funds of the Liquidation Trust (such as the Trust's Proportionate Share of Net Cause of Action Proceeds). For greater certainty, PSG shall not be required to pay the Liquidation Trust Expenses nor shall the Liquidation Trust Expenses be apportioned to PSG.

(f) PSG and the Liquidation Trust each agree to take (or in the case of a Debtor other than PSG, agrees to cause such applicable Debtor to take) any commercially reasonable steps to reduce or mitigate any liability either of them (or a Debtor) may have for Taxes that may arise in respect of a payment or reimbursement hereunder or the transfer of any of the Liquidation Trust Assets to the Liquidation Trust so long as the taking of any such steps does not materially prejudice the party taking such steps.

(g) The parties acknowledge that pursuant to the Plan: (i) the Class Settlement Cash Consideration to be paid on account of the Securities Claims is to be paid from Sales Proceeds held by PSG prior to distribution of any Sales Proceeds on account of Parent Equity Interests or the use of any Sales Proceeds to fund the Liquidation Trust Expense Reserve; and (ii) any Cash Settlement Litigation Proceeds which may become due pursuant to the Class Settlement on account of the Securities Claims shall be paid exclusively out of Cause of Action Net Proceeds prior to the distribution of any Cause of Action Net Proceeds to Holders of Equity Interests in PSG or Beneficial Interests in the Liquidation Trust, with the Liquidation Trust bearing the Trust's Proportionate Share of the Cash Settlement Litigation Proceeds and PSG bearing PSG's Proportionate Share of the Cash Settlement Litigation Proceeds. The parties hereto acknowledge and agree that the Liquidation Trust assumed the obligation to pay the Trust's Proportionate Share of the Cash Settlement Litigation Proceeds as partial consideration for the acquisition of its interest in the Retained Causes of Action. After payment of the Class Settlement Litigation Proceeds to the Class Settlement Escrow and the replenishment of the Litigation Trust Expense Reserve as permitted under the Plan, (i) Holders of Equity Interests in PSG as of the time of such distributions shall be entitled to receive PSG's Proportionate Share of any remaining Cause of Action Net Proceeds, and (ii) Holders of Beneficial Interests in the Liquidation Trust as of the time of such distribution shall be entitled to receive the Trust's Proportionate Share of any remaining Cause of Action Net Proceeds. For the avoidance of doubt, neither the Class Settlement Cash or Class Settlement Litigation Proceeds shall be paid out of the Liquidation Trust Expense Reserve.

(h) Notwithstanding the provisions of this Section 3, in no event shall the Liquidation Trust have any obligation for Taxes of the Canadian Debtors or in respect of Tax attributes of the Canadian Debtors, except as expressly set forth in this Agreement (including, without limitation, Sections 3(a), 3(b), or 3(c)) and the Plan, with respect to the transfer of the Retained Causes of Action to the Liquidation Trust pursuant to the Plan, and any such obligation of the Liquidation Trust shall not exceed the amount of Taxes actually required to be paid or set-off or otherwise applied against amounts receivable from the applicable Governmental Unit (except to the extent of the Gross Up Payment as described in Section 3(c)). The parties hereto acknowledge and agree that the actual obligation, if any, of the Liquidation Trust under Sections 3(a), 3(b), or 3(c) of this Agreement shall be a reasonable and necessary expense incident to the acquisition of assets by the Trust for the benefit of the Holders of Beneficial Trust Interests under the Plan. For the avoidance of doubt, notwithstanding any agreement of the Liquidation Trust hereunder to bear a portion of Taxes as Shared Costs or Direct Costs which arise after the Effective Date, including, without limitation, for United States federal income tax purposes, the Liquidation Trust is not assuming any liability for Taxes of the Debtors nor is the Liquidation Trust a successor in Interest to the Debtors with respect to any liability for Taxes of the Debtors.

(i) For the avoidance of doubt, any income Taxes imposed on the Debtors attributable to the movement of, or distribution of, Sale Proceeds or other Assets, as described in paragraph (d) of the definition of Shareholder Distributable Assets in the Plan, by Debtors to the equity holders of the Reorganized Parent Debtor, and the former equity holders of the Reorganized Parent Debtor who subsequently became holders of Beneficial Trust Interests, shall be borne by the Debtors as an expense which shall reduce the amount of such distributions to such current and former equity holders of the Reorganized Parent Debtor.

4. INVOICING, RECORD KEEPING AND ADMINISTRATION

(a) The Representatives shall maintain appropriate records of (i) all disbursements from and all proceeds, income and deposits made into the Liquidation Trust (on behalf of the PSG, if applicable, and the Trust), and the Liquidation Trust Expense Reserve, (ii) the computation of PSG's Proportionate Share and the

Trust's Proportionate Share at such time or times as reasonably necessary, consistent with the terms of the Plan, and (iii) the allocation of Shared Costs and Direct Costs as between PSG and the Liquidation Trust in a manner consistent with the terms of the Plan and this Agreement, and shall provide the Board of Directors of the Reorganized Parent Debtor, the Liquidation Trust Advisory Board and the Monitor with annual reports of such transactions, or reports for such shorter period as may be requested on 30 days' written notice to the Representatives. In connection with the foregoing, the Representatives shall use an annual accounting period ending December 31 of each year, and shall employ appropriate accounting procedures, conventions, accounting methods and other reasonable determinations as may be necessary to compute and implement Cash distributions or to make allocations of Shared Costs or Direct Costs, in each case, consistent with the terms of the Plan and this Agreement.

(b) The Representatives may determine from time to time the appropriate banking arrangements concerning the funds held in the Litigation Trust Expense Reserve, which monies can be held either together or separately in one or more deposit accounts. Notwithstanding whether the Liquidation Trust Expense Reserve is held in one or multiple accounts or whether such accounts are maintained in the name of the Liquidation Trust or PSG: (a) pursuant to Section 2(b) hereof, PSG shall at all times after the conditions precedent to transfer of an interest in the Litigation Trust Expense Reserve to the Liquidation Trust have been satisfied, be respectively deemed to have legal and beneficial ownership of PSG's Proportionate Share of the funds in such account and the Liquidation Trust shall at all times be deemed to have legal and beneficial ownership of the Trust's Proportionate Share of the funds in such account; and (b) pursuant to Section 2(c) hereof, PSG shall be allocated and deemed to have paid the PSG's Proportionate Share of all Shared Costs and the Liquidation Trust shall be allocated and deemed to have paid the Trust's Proportionate Share of all Shared Costs.

5. DISPUTES

Any and all disputes, claims or controversies with respect to this Agreement, the Shared Costs, Trust Expenses, the PSG Expenses or payment or allocation thereof may be resolved consensually by the parties, through mediation or binding arbitration or by submission thereof to the Bankruptcy Court and the Canadian Court.

6. FURTHER ASSURANCES

The parties hereto hereby covenant and agree to forthwith execute all further documents instruments and assurances as may be reasonably necessary or required in order to carry out the intent of this Agreement.

7. SUCCESSORS

This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and their respective successors.

8. NOTICES

Unless otherwise specified, notice or invoice to a party must be given in writing and delivered by courier, email transmission or transmitted by fax to the party as follows:

in the case of the Liquidation Trust, addressed to it at:

Theseus Strategy Group LLC
747 Third Avenue, 26th Floor
New York, NY 10017
Attn: Mark Palmer, Managing Director

in the case of PSG, addressed to it at:

OLD PSG Wind-Down Ltd.
c/o McMillan LLP
Brookfield Place, 181 Bay Street, Suite 4400
Toronto, ON M5J 2T3
Attn: Andrew Kent

in the case of the Monitor, addressed to it at:

Ernst & Young Inc.
100 Adelaide Street West
Toronto, ON M5H 0B3
Attn: Brian Denega

And with a copy to:

Thornton Grout Finnigan LLP
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Attn: Robert Thornton and Rachel Bengino

9. AMENDMENTS

This Agreement may not be modified or amended except by instrument in writing of equal formality herewith signed by the parties or by their successors and permitted assigns.

10. WAIVERS

No waiver of any provision of this Agreement is binding unless it is in writing and signed by all parties to this Agreement entitled to grant the waiver. No failure to exercise and no delay in exercising any right or remedy, under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision.

11. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original and both of which taken together shall constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner will promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

12. RELATIONSHIP TO PLAN

The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan, the Confirmation Order and the CCAA Approval Order. In the event that any provision of this Agreement is found to be inconsistent with a provision of the Plan, the Confirmation Order or the CCAA Approval Order, the provisions of the Plan, the Confirmation Order or the CCAA Approval Order, as applicable, shall control. Notwithstanding anything to the contrary in this Agreement, PSG and the Liquidation Trust shall be subject to and bound by the terms of the Plan.

13. NO BOND REQUIRED

Notwithstanding any state, Bankruptcy Code or other applicable law to the contrary, parties to this Agreement shall be exempt from giving any bond or other security in any jurisdiction and shall serve hereunder without bond.

14. INTEGRATION

This Agreement, the Plan, the Confirmation Order and the CCAA Approval Order constitute the entire agreement with, by, and among the parties thereto, and there are no representations, warranties, covenants, or obligations except as set forth herein, in the Plan, in the Confirmation Order, and in the CCAA Approval Order. This Agreement, together with the Plan, the Confirmation Order and the CCAA Approval Order, supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder. Except as otherwise provided in this Agreement, the Plan, the Confirmation Order or the CCAA Approval Order, nothing herein is intended or shall be construed to confer upon or give any person other than the parties hereto and the owners of Beneficial Trust Interests any rights or remedies under or by reason of this Agreement. To the extent any provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the Confirmation Order or the CCAA Approval Order, each such document has the controlling affect in the following rank order: (a) the Confirmation Order and the CCAA Approval Order; (b) the Plan; and (c) this Agreement.

EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

OLD PSG WIND-DOWN LTD.

By: ______________________________

Name: Brian J. Fox
Title: Chief Restructuring Officer

THESEUS STRATEGY GROUP LLC, IN ITS CAPACITY AS TRUSTEE OF THE OLD PSG WIND DOWN LIQUIDATION TRUST

By: ______________________________

Name: Mark Palmer
Title: Managing Director

<u>EXHIBIT H</u>

Form of CCAA Approval Order

Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	WEDNESDAY, THE 20th DAY
	)	
JUSTICE HAINEY	)	OF DECEMBER, 2017

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD PSG WIND-DOWN LTD., OLD BHR WIND-DOWN CORP., OLD BPSU WIND-DOWN CORP., OLD BPSDS WIND-DOWN CORP., OLD EBS WIND-DOWN CORP., OLD PLG WIND-DOWN CORP., OLD PSGI WIND-DOWN CORP., OLD BHR INC., OLD BH INC., OLD BPSU INC., OLD BPSCI INC., OLD BPSUSH INC., OLD EBS INC., OLD PLG INC., AND OLD PSGI INC.

(Applicants)

CCAA APPROVAL ORDER

THIS MOTION, made by Old PSG Wind-down Ltd. ("**Parent Debtor**"), Old BHR Wind-down Corp., Old BPSU Wind-down Corp., Old BPSDS Wind-down Corp., Old EBS Wind-down Corp., Old EBS Wind-down Corp., Old PLG Wind-down Corp., Old PSGI Wind-down Corp., Old BHR Inc., Old BH Inc., Old BPSU Inc., Old BPSCI Inc., Old BPSCI Inc., Old BPSUSH Inc., Old EBS Inc., Old PLG Inc., and Old PSGI Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, (the "**CCAA**") for an order (the "**CCAA Approval Order**"), *inter alia*, (a) approving distributions to the Applicants' stakeholders; (b) approving certain transactions in respect of the Applicants; and (c) granting certain ancillary relief in respect of the First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its affiliated debtors filed in the U.S. Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") on October 31, 2017 and attached hereto as Schedule "A", and the plan supplement documents substantially in the form attached hereto as Schedule "B" (the "**Plan Supplement**") (collectively, as further amended, restated, modified and supplemented, from time to time, including pursuant to the Confirmation Order, the "**Joint Plan**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Brian Fox sworn December [6], 2017 and the Exhibits thereto, [Voting Affidavit], and the Twelfth Report of Ernst & Young Inc. in its capacity as monitor (the "**Monitor**") to the Applicants dated December [14], 2017, and on hearing the submissions of counsel for the Applicants, the Monitor, the Creditors' Committee and the Equity Committee, no one appearing for any other party although duly served as appears from the affidavit of service of ●, filed.

DEFINITIONS

1. THIS COURT ORDERS that all capitalized terms not otherwise defined in this CCAA Approval Order shall have the respective meanings ascribed to them in the Joint Plan.

JOINT PLAN

2. THIS COURT ORDERS that the Joint Plan is hereby approved.

3. THIS COURT ORDERS that upon the Effective Date, the Joint Plan including, without limitation, the distributions, transactions, releases, exculpations and injunctions provided for therein, shall be in full force and effect in Canada and binding on the Applicants, the Equity Committee, the Creditors' Committee, Holders of Claims, Holders of Equity Interests, the Lead Plaintiff, all members of the Putative Class and Holders of Securities Claims, and all other Persons, including their respective heirs, administrators, executors, legal personal representatives, successors and assigns.

4. THIS COURT ORDERS that the Global Settlement, as described in the Joint Plan, is hereby approved and, on the Effective Date, shall become effective and binding on the Applicants, the Equity Committee, the Creditors' Committee, Holders of Claims and Holders of Equity Interests in accordance with the Joint Plan and this CCAA Approval Order.

5. THIS COURT ORDERS that the Applicants, the Distribution Agent, the Monitor, the Chief Wind-Down Officer, the Claims and Solicitation Agent, the Liquidation Trust and the Liquidation Trustee, as the case may be, are hereby authorized and directed to take all steps and actions necessary or appropriate to implement the Joint Plan and this CCAA Approval Order, including the Plan Transactions, and enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations, instruments and agreements contemplated by the Joint Plan or this CCAA Approval Order, and all such steps and actions are hereby authorized, ratified and approved. Neither the Applicants, including their directors, officers, employees and agents, the Chief Wind-Down Officer, the Litigation Representative, the Liquidation Trust Advisory Board, the Liquidation Trustee nor the

Monitor nor any professionals employed by any of the foregoing, shall incur any liability as a result of acting in accordance with, and in furtherance of, the terms of the Joint Plan and this CCAA Approval Order.

6. THIS COURT ORDERS that, on the Effective Date, any contingent or unexercised option, warrant, or right, contractual or otherwise, to acquire or be awarded any interest in an Applicant, including but not limited to unvested restricted share units, or other such forms of interest, including those held by former officers, employees or directors of the Applicants as a form of compensation, except for restricted share units and deferred share units identified in Exhibit "●" of the Plan Supplement, shall be cancelled without the exchange of any similar interest or other form of consideration.

7. THIS COURT ORDERS that, notwithstanding:

(a) the pendency of the CCAA Proceedings;

(b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of any of the Applicants and any bankruptcy order issued pursuant to any such applications; and

(c) any assignment in bankruptcy made in respect of any of the Applicants;

the transactions, distributions, deliveries, allocations, instruments and agreements contemplated by the Joint Plan shall be binding on any trustee in bankruptcy that may be appointed in respect of the Applicants and shall not be void or voidable by creditors of the Applicants, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the*Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GOVERNANCE

8. THIS COURT ORDERS that upon the Effective Date, all of the then serving officers and directors of each Applicant shall be deemed to resign and the five (5) duly qualified nominees identified in Exhibit "●" of the Plan Supplement shall be appointed to the board of directors of the Reorganized Parent Debtor. The board of directors of the Reorganized Parent Debtor shall

appoint directors to serve on the board of directors of each Subsidiary Debtor pending the Subsidiary Debtors' anticipated dissolution.

9. THIS COURT ORDERS that upon the Effective Date, the Chief Wind-Down Officer identified in the Plan Supplement shall be validly and duly appointed and shall be authorized and empowered to carry out its obligation set forth in the Joint Plan, including, among other things, winding-up the Applicants' estates.

10. THIS COURT ORDERS that the amended articles of the Parent Debtor, substantially in the form attached as Exhibit "●" of the Plan Supplement, are hereby approved and shall be effective upon the Effective Date.

11. THIS COURT ORDERS that, during the pendency of the CCAA Proceedings, the Applicants and the Liquidation Trust, to the extent applicable, shall not be required to comply with any applicable reporting or disclosure requirements or the obligations requiring, among other things, the holding of shareholders' meetings under applicable corporate law governing the Applicants, namely the *Business Corporations Act* (British Columbia) (the "***BCBCA***") in respect of the Parent Debtor, the *Securities Act* (Ontario) and the applicable securities laws of each of the other provinces and territories of Canada, the regulations and rules made and forms prescribed thereunder or any applicable published rules, instruments, policy statements and blanket orders and rulings of Canadian securities regulatory authorities and in so doing none of the Applicants, the Monitor, the Chief Wind-Down Officer, the Litigation Representative, the Liquidation Trust, the Liquidation Trustee or any of their respective directors, officers, employees or agents shall be liable for any such non-compliance.

12. THIS COURT ORDERS that, on and following the Effective Date, the Applicants shall be entitled to proceed with the implementation of the Joint Plan on the basis that the Applicants are deemed to be in compliance with the corporate law under *BCBCA*.

CLASS SETTLEMENT

13. THIS COURT ORDERS that the Class Settlement, as described in the Joint Plan and Class Plaintiff Stipulation, is hereby approved and, on the Effective Date, shall become effective and binding on the Applicants, the Liquidation Trust, the Equity Committee, the Lead Plaintiff , each member of the Putative Class, Holders of Securities Claims, Holders of Claims and

Holders of Parent Equity Interests and all other Persons, including, their respective heirs, administrators, executors, legal representatives, successors and assigns.

14. THIS COURT ORDERS that the distribution protocol for individual members of the Putative Class with respect to the Class Settlement Cash Consideration and any Class Settlement Litigation Proceeds shall be addressed by the District Court and an order of the District Court entered in the Securities Litigation (or, if necessary, the Bankruptcy Court, pursuant to and in accordance with the Joint Plan), and such distribution protocol shall not require any further Order of the Canadian Court. The Applicants, the Chief Wind-Down Officer, the Monitor, the Liquidation Trust, the Liquidation Trustee, and the Liquidation Trust Advisory Board shall have no responsibility or liability for any distributions or payments of the Class Settlement Cash Consideration or any Class Settlement Litigation Proceeds to the individual members of the Putative Class.

CCAA CHARGES

15. THIS COURT ORDERS that the Term Loan DIP Charge, ABL DIP Charge, Bid Protection Charge, Intercompany Charge, and Key Employee Charge, each as defined in the CCAA Initial Order or the Order of the Canadian Court dated January 10, 2017, are hereby terminated, released and discharged on the Effective Date and the Administration Charge and the Directors' Charge as defined in the CCAA Initial Order, shall continue and attach against the Applicants' Cash, including the Sale Proceeds, from and after the Effective Date.

16. THIS COURT ORDERS that on the Effective Date, the Administration Charge shall be reduced to US$5,000,000.

17. THIS COURT ORDERS that the Directors' Charge may be subordinated or postponed to any Encumbrances, including any future security interests or mortgages in respect of the Applicants' or Liquidation Trust's current and future assets, undertakings and properties, by written agreement of the Board of Directors of the Reorganized Parent Debtor, without any further Order of the Canadian Court.

FEE AND PRIORITY TAX CLAIMS

18. THIS COURT ORDERS that the Applicants or the Monitor, as applicable, shall pay or cause to be paid, as applicable, on the Effective Date, to the extent not already paid:

(a) the Canadian Fee Claims in Cash in the ordinary course as such Canadian Fee Claims become due and payable;

(b) to the Holder of an Allowed CCAA Charge Claim, an amount equal to such Allowed Claim in Cash each pursuant to, and in accordance with, the Joint Plan; and

(c) to the Holder of an Allowed Priority Tax Claim, the amount equal to such Allowed Claim either in Cash or by deferred cash payments, each pursuant to and in accordance with the Joint Plan.

19. THIS COURT ORDERS that any Claim or demand for fines or penalties related to a Priority Tax Claim assessed after October 31, 2016 shall be disallowed and the Holder of an Allowed Priority Tax Claim shall not assess or attempt to collect any such fine or penalty.

FUNDING OF RESERVES

20. THIS COURT ORDERS that the Liquidation Trust Expense Reserve and the Holdback Amount Reserve are hereby approved and, on the Effective Date, the Distribution Agent shall fund the Reserves with Cash in the manner and amounts specified in the Joint Plan, which Reserves shall be held by Reorganized Parent Debtor until (a) the issuance of applicable Clearance Certificates (except in the case of the Holdback Amount Reserve); or (b) the decision of the Board of Directors of the Reorganized Parent Debtor to disburse such Reserves that are held by the Reorganized Parent Debtor.

21. THIS COURT ORDERS that notwithstanding paragraph 16 of this CCAA Approval Order, on the Effective Date, the Applicants are hereby directed to cause at least US$100,000 of the Liquidation Expense Trust Reserve to be funded into the Liquidation Trust pursuant to and in accordance with the Joint Plan and this CCAA Approval Order within sixty (60) days following the Effective Date, unless the Board of Directors of the Reorganized Parent Debtor, with the consent of the Liquidation Trustee, which consent shall not be unreasonably withheld, reasonably determines that such funding should not be made.

LIQUIDATION TRUST AND LIQUIDATION TRUSTEE

22. THIS COURT ORDERS that the formation of the Liquidation Trust pursuant to and in accordance with the Joint Plan and the Liquidation Trust Agreement is hereby approved.

23. THIS COURT ORDERS that upon the Effective Date, the Liquidation Trustee and the members of the Liquidation Trust Advisory Board, identified in Exhibits "●" and "●" of the Plan Supplement, respectively, shall be validly and duly appointed and shall be authorized and empowered to carry out its obligation set forth in the Joint Plan and Liquidation Trust Agreement.

24. THIS COURT ORDERS that the Liquidation Trust Agreement and the Cost Sharing Agreement, substantially in the forms attached as Exhibits "●" and "●" of the Plan Supplement, respectively, are hereby approved, and the Reorganized Parent Debtor and the Liquidation Trust are hereby authorized to carry out their obligations set forth in the the Liquidation Trust Agreement and the Cost Sharing Agreement.

25. THIS COURT ORDERS that the Theseus Strategy Group LLC is hereby appointed as Litigation Representative of the Applicants under the Joint Plan and shall have the sole power and authority on behalf of the Applicants to investigate, prosecute and abandon, settle, liquidate or otherwise resolve the Retained Causes of Action and to exercise all powers, rights and privileges pursuant to, and in accordance with, the Joint Plan without further Order of the Canadian Court.

26. THIS COURT ORDERS that notwithstanding paragraph 10 of the CCAA Initial Order, the Litigation Representative, on behalf of the Applicants and the Liquidation Trust, may enter into third-party funding arrangements as contemplated by Article V.E.2 of the Joint Plan.

27. THIS COURT ORDERS that, as soon as reasonably practicable after the Effective Date, the Parent Equity Interests of those Holders of Allowed Parent Equity Interests who elect Option 1 in accordance with the Joint Plan shall be deemed to be mandatorily purchased and cancelled in exchange for the property, assets, distributions and rights to be received by such Holders under, and in accordance with, the Joint Plan.

28. THIS COURT ORDERS that, as soon as reasonably practicable after the Effective Date, the Liquidation Trust Assets shall vest in the Liquidation Trust in accordance with the Joint Plan,

free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise including, without limiting the generality of the foregoing: (i) any of the CCAA Charges, and (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system (all of which are collectively referred to as the "**Encumbrances**").

29. THIS COURT ORDERS that the Liquidation Trustee, the Chief Wind-Down Officer and the Litigation Representative shall not take possession of the Liquidation Trust's or Applicants' current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (the "**Property**") and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the business or the Property, or any part thereof. Without limiting the foregoing, the Liquidation Trustee, the Chief Wind-Down Officer and the Litigation Representative shall not, as a result of this CCAA Approval Order or anything done pursuant to its duties and powers pursuant to this CCAA Approval Order or the Joint Plan, be deemed to occupy or to take control, care, charge, possession or management of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder; provided however, if the Liquidation Trustee, the Chief Wind-Down Officer or the Litigation Representative is nevertheless later found to be in possession of any Property, then the Liquidation Trustee, the Chief Wind-Down Officer and the Litigation Representative shall be deemed to be Persons who has been lawfully appointed to take, or has lawfully taken, possession or control of such Property for the purposes of section 14.06(1.1)(c) of the *Bankruptcy and Insolvency Act* (the "**BIA**") and shall be entitled to the benefits and protections in relation to the Applicants or the Liquidation Trust and such Property as provided by section 14.06(2) of the BIA to a "trustee" in relation to an insolvent Person and its property.

30. THIS COURT ORDERS that the Liquidation Trustee, the Chief Wind-Down Officer and the Litigation Representative shall not incur any liability or obligation as a result of their appointment or the carrying out of the provisions of this CCAA Approval Order or the Joint Plan and the Liquidation Trustee, the Chief Wind-Down Officer and the Litigation Representative shall not have any liability with respect to any losses, claims, damages or liabilities, of any nature or kind, to any Person from and after the date of this CCAA Approval Order except to the extent such losses, claims, damages or liabilities result from the gross negligence or wilful misconduct on the part of the Liquidation Trustee, Chief Wind-Down Officer or Litigation Representative

31. THIS COURT ORDERS that no action or other proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of the Liquidation Trustee, the Chief Wind-Down Officer or the Litigation Representative and all rights and remedies of any Person against or in respect of the Liquidation Trustee, the Chief Wind-Down Officer and the Litigation Representative are hereby stayed and suspended, except with leave of this Court on notice to the Applicants, the Monitor and the Liquidation Trustee, the Chief Wind-Down Officer or the Litigation Representative, as applicable. Notice of any such motion seeking leave of this Court shall be served upon the Applicants and the Monitor, and the Liquidation Trustee, the Chief Wind-Down Officer or the Litigation Representative, as applicable, at least seven (7) days prior to the return date of any such motion for leave.

32. THIS COURT ORDERS that, without limiting any other provision of this CCAA Approval Order, the Applicants and Liquidation Trust shall indemnify the Liquidation Trustee for obligations and liabilities that it may incur as result of their appointment under the Joint Plan and this CCAA Approval Order, in accordance with the terms of the Joint Plan and Liquidation Trust Agreement, except to the extent that such obligation or liability was incurred as a result of gross negligence or wilful misconduct on the part of the Liquidation Trustee.

DISTRIBUTIONS

33. THIS COURT ORDERS that, on the Effective Date, the Distribution Agent is hereby authorized and directed to complete distributions to Holders of Allowed Claims and to take any related steps or actions, as the case may be, in accordance with the Joint Plan, and such distributions, steps and actions related thereto, are hereby approved.

34. THIS COURT ORDERS that distributions to Holders of Allowed Claims shall be made free and clear of all Encumbrances, including the CCAA Charges.

35. THIS COURT ORDERS that the aggregate recovery under the Joint Plan and this CCAA Approval Order shall not exceed 100% of the Allowed amount of any Claim for which more than one Applicant is liable, whether on account of a theory of primary or secondary liability, by reason of a guarantee agreement, indemnity agreement, joint and several liability or otherwise, as determined in accordance with the Joint Plan, this CCAA Approval Order or the Claims Resolution Order.

36. THIS COURT ORDERS that, following the Initial Cash Distributions and receipt of applicable Clearance Certificates, the Distribution Agent is hereby authorized and directed to distribute the Equity Available Cash to Holders of Allowed Parent Equity Claims and to take any related steps or actions, as the case may be, in accordance with the Joint Plan, and such distributions and steps and actions related thereto, are hereby approved.

37. THIS COURT ORDERS that, following the Initial Cash Distributions and receipt of applicable Clearance Certificates, the Distribution Agent is hereby authorized and directed to distribute the Class Settlement Cash Consideration and the Class Settlement Litigation Proceeds to the Lead Plaintiff (on behalf of itself and the Putative Class) in accordance with the Joint Plan and Class Plaintiff Stipulation and to take any related steps or actions, as the case may be, in accordance with the Joint Plan and Class Plaintiff Stipulation, and such distributions, steps and actions related thereto, are hereby approved.

38. THIS COURT ORDERS that distributions to Holders of Allowed Parent Equity Interests and the Lead Plaintiff (on behalf of itself and the Putative Class) shall be made free and clear of all Encumbrances, including the CCAA Charges, provided that the Holders of Allowed Claims have been Paid in Full in Cash, subject to any applicable withholding taxes or any other sources deductions required by law, on the date of such distribution.

39. THIS COURT ORDERS that no distribution shall be made with respect to any Disputed Claim until all disputes with respect to such Claim are resolved by the Liquidation Trustee or the Monitor, as applicable and such Disputed Claim becomes an Allowed Claim.

40. THIS COURT ORDERS that distributions to Holders of Allowed Claims and Holders of Allowed Parent Equity Interests shall occur in accordance with Article VII.B of the Joint Plan and at such times contemplated by Article VII.C of the Joint Plan.

41. THIS COURT ORDERS AND DECLARES that:

(a) the directors, officers, employees or agents of the Applicants, the Monitor, the Distribution Agent, the Chief Wind-Down Officer, the Liquidation Trust, the Litigation Representative or the Liquidation Trustee do not hold any Assets of the Applicants or make, authorize, acquiesce or participate in any distributions, payments and/or disbursements under the Joint Plan or this CCAA Approval Order (other than a distribution or payment of Cash to a Holder of Parent Equity Interests), and no provision under the Joint Plan or this CCAA Approval Order shall be construed to have such effect; and

(b) in respect of the payment, distribution and/or disbursement to any Person under the Joint Plan or this CCAA Approval Order (other than a payment, distribution and/or disbursement of Cash to a Holder of Parent Equity Interests), the directors and officers of the Applicants, the Monitor, the Distribution Agent, the Chief Wind-Down Officer, the Liquidation Trust, the Litigation Representative or the Liquidation Trustee shall not be an assignee, liquidator, liquidator of succession, receiver, receiver-manager, curator, receiver of any kind, trustee, trustee in bankruptcy, heir, administrator, executor, liquidator of succession, committee or any other like person, administering, winding-up, controlling or otherwise dealing with the property, business, succession, income or commercial activity of the Applicants.

42. THIS COURT ORDERS that any tax amounts or other source deductions required by law to be withheld from distributions made in accordance with the Joint Plan and this CCAA Approval Order shall be withheld and remitted to the appropriate tax authority in accordance with the Joint Plan and this CCAA Approval Order on a best efforts basis, without any obligation of the Distribution Agent to withhold and remit such funds and that any amounts so withheld and

remitted shall be considered to be paid to the Person entitled to receive the distribution in respect of which such withholdings were made. The Applicants, the Chief Wind-Down Officer, the Liquidation Trust, the Litigation Representative or the Liquidation Trustee (and their respective directors and officers) and the Distribution Agent shall have no liability to any party, including any taxing authority, for failure to withhold such amounts or for incorrectly calculating the amounts to be withheld.

MONITOR'S ACTIVITIES

43. THIS COURT ORDERS that the powers granted to the Monitor in the CCAA Initial Order include those as set out in this CCAA Approval Order, including, without limitation, the power to act as Distribution Agent in accordance with this CCAA Approval Order and the Joint Plan.

44. THIS COURT ORDERS that (a) in carrying out the terms of this CCAA Approval Order and the Joint Plan, the Monitor shall have all of the protections given to it by the CCAA, the CCAA Initial Order, the Joint Plan, and as an officer of the Canadian Court, including the stay of proceedings in its favour, and (b) the Monitor shall incur no liability or obligation for any act or omission as a result of carrying out the provisions of this CCAA Approval Order and the Joint Plan, save and except for any gross negligence or wilful misconduct on its part.

RELEASES AND INJUNCTIONS

45. THIS COURT ORDERS AND DECLARES that the compromises, releases, exculpations and injunctions set out in Article X of the Joint Plan are hereby approved and shall be binding and effective as at the Effective Date in accordance with and subject to the Joint Plan.

46. THIS COURT ORDERS that, as of the Effective Date, the Exculpated Parties (which, for greater certainty, includes the Applicants' former directors) shall not have or incur any liability to any Holder of any Claim or Equity Interest, the Applicants' estates or any successor thereto, or any other Person (including any Affiliate of any of the foregoing) for, or be subject to any right of action in respect of, any act or omission on or after the Petition Date and on or before the Effective Date in connection with, related to, or arising out of the Chapter 11 Cases or the CCAA Proceedings, provided that, nothing in the Joint Plan and this CCAA Approval Order shall release the Applicants' directors and former directors from Claims specified in section 5(2) of the CCAA.

47. THIS COURT ORDERS AND DECLARES that, pursuant to section 142 of the *Courts of Justice Act* (Ontario), no Person shall be liable for any act done in good faith in accordance with any Order issued in the CCAA Proceedings, and any Person who takes any action whatsoever in reliance on this CCAA Approval Order prior to the commencement of any appeal hereof or the expiry of any appeal period shall not be prejudiced or harmed in any manner by any such subsequent appeal.

48. THIS COURT ORDERS that the Holder of any Claim for which a proof of Claim has not been filed by the applicable Bar Date, or which was not scheduled on the Applicants' Schedules, shall be and is hereby forever barred from making any Claim and such Claim shall be and is hereby forever barred and extinguished.

49. THIS COURT ORDERS that the Holder of any Administrative Claim, other than (a) a Fee Claim; (b) claims of Alvarez & Marsal North America, LLC, (c) an Administrative Claim that has that has been Allowed on or before the Effective Date; (d) a claim for U.S. Trustee Fees, (e) a Canadian Fee Claim; or (f) any claim of the CRA or any other Canadian or provincial taxing authority for which a post-petition tax return is still required to be filed, must file a proof of Claim with Claims and Solicitation Agent in accordance with the Joint Plan within thirty (30) days after service of the notice of the Effective Date, and any Holder that does not submit such proof of Claim shall be and is hereby forever barred from making any Administrative Claim and such Administrative Claim shall be and is hereby forever barred and extinguished.

50. THIS COURT ORDERS if any Canadian or provincial taxing authority, including CRA, asserts an Administrative Claim for which a post-petition tax return must be filed, the applicable taxing authority shall submit to the Claims and Solicitation Agent or the Monitor a request for such Administrative Claim in accordance with the Joint Plan within ninety (90) days after the applicable post-petition tax return has been filed by Applicants, and any Canadian or provincial taxing authority that does not submit such proof of Claim shall be and is hereby forever barred from making any Administrative Claim and such Administrative Claim shall be and is hereby forever barred and extinguished.

STIPULATION

51. THIS COURT ORDERS that the Order of the Bankruptcy Court approving that Stipulation among the Applicants, Equity Committee, and certain of the Applicants' former directors, resolving certain claims filed by the Applicants' former directors, shall be enforceable

in Canada and the CCAA Proceedings. The Monitor shall be authorized and directed to take any and all actions necessary or appropriate to enforce such Stipulation and the Order of the Bankruptcy Court approving the same.

MONITOR'S CERTIFICATE

52. THIS COURT ORDERS that, as soon as practicable following the Effective Date, the Monitor shall be authorized and directed to serve on the service list in the CCAA Proceedings and post on the website established by the Monitor in respect of the CCAA Proceedings a certificate in the form attached hereto as Schedule "C" (the "**Monitor's Certificate**"), signed by the Monitor, certifying that the Effective Date has occurred. The Monitor shall file the Monitor's Certificate with the Canadian Court as soon as reasonably practicable.

53. THIS COURT ORDERS that, with respect to the delivery of the Monitor's Certificate, the Monitor may rely on written notice from the Applicants, the Creditors' Committee and the Equity Committee, or each of their respective counsel, that the conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to the Joint Plan, and shall incur no liability with respect to delivery of the Monitor's Certificate.

STAY EXTENSION

54. THIS COURT ORDERS that the Stay Period, as defined in the CCAA Initial Order, is hereby further extended to December 31, 2018.

GENERAL

55. THIS COURT ORDERS that this Canadian Court shall continue to have jurisdiction over all matters and issues arising in the CCAA Proceedings. The Liquidation Trust Agreement shall in no way limit or impair this Canadian Court's jurisdiction with respect to this CCAA Approval Order and the CCAA Proceedings.

56. THIS COURT ORDERS that this CCAA Approval Order shall have full force and effect in all provinces and territories in Canada and abroad and as against all Persons against whom it may be otherwise enforceable.

57. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal or regulatory or administrative body having jurisdiction in Canada or in the United States, to give

effect to this CCAA Approval Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this CCAA Approval Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of the Canadian Court, as may be necessary or desirable to give effect to this CCAA Approval Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this CCAA Approval Order.

Schedule "A" – Joint Plan

[To Be Attached]

Schedule “B” – Plan Supplement Documents

[To Be Attached]

Schedule “C” – Monitor’s Certificate

IN THE MATTER OF THE *COMPANIES’ CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C- 36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD PSG WIND-DOWN LTD., OLD BHR WIND-DOWN CORP., OLD BPSU WIND-DOWN CORP., OLD BPSDS WIND-DOWN CORP., OLD EBS WIND-DOWN CORP., OLD PLG WIND-DOWN CORP., OLD PSGI WIND-DOWN CORP., OLD BHR INC., OLD BH INC., OLD BPSU INC., OLD BPSCI INC., OLD BPSUSH INC., OLD EBS INC., OLD PLG INC., AND OLD PSGI INC.

(Applicants)

Monitor’s Certificate

A. Pursuant to an Order of the Honourable Justice Newbould of the Ontario Superior Court of Justice (Commercial List) (the “ **Canadian Court**”) dated October 31, 2016 (as amended and restated, the “**Initial Order**”), Ernst & Young Inc. was appointed as the Monitor of the Applicants.

B. Pursuant to an Order of the Canadian Court dated December ●, 2017 (the “ **CCAA Approval Order**”), the Canadian Court approved and gave full force and effect to First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its affiliated debtors attached as Schedule “A” to the CCAA Approval Order and the plan supplement documents attached as Schedule “B” to the CCAA Approval Order (collectively, the “ **Joint Plan**”).

C. Pursuant to the CCAA Approval Order, the Monitor is required to serve on the service list in the CCAA Proceedings, post on the Monitor’s website and file with the Canadian Court, a certificate certifying that the Effective Date has occurred. The Monitor may rely on written notice from the Applicants, the Creditors’ Committee and the Equity Committee, or each of their respective counsel, that the conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to the Joint Plan

D. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Joint Plan.

THE MONITOR HEREBY CERTIFIES as follows:

(a) The Monitor has been provided with written notice from the Applicants, the Creditors’ Committee and the Equity Committee, or each of their respective counsel, that the conditions to the occurrence of the Effective Date have been satisfied or waived pursuant to the Joint Plan; and

(b) The Effective Date has occurred.

DATED at the City of Toronto, in the Province of Ontario, this ______ day of _________, **[2017]**

Ernst & Young Inc., in its capacity as Monitor of the Applicants and not in its personal or corporate capacity

By: ______________________________

Name:

Title:

Court File No: CV-16-11582-00CL

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD PSG WIND-DOWN LTD. ET AL.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

CCAA APPROVAL ORDER

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
Email: phoward@stikeman.com

Lee Nicholson LSUC# 66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

EXHIBIT I

Intercompany Claim Treatment Modifications;

Intercompany Equity Interest Treatment

Intercompany Claims amongst Reorganized Debtors that are incorporated in Canada will be set-off or otherwise adjusted in such manner as is necessary in order to give effect to (a) the proper allocation of Sale Proceeds arising in connection with the Sale and the final agreed allocation thereof among the Reorganized Debtors, and (b) any transfer of Assets as between such Reorganized Debtors that is required in order to give effect to the Plan, including the transfer of Cash and Retained Causes of Action to the Parent Debtor; provided, that (i) in the case of any such transfer of Assets, Cash or Retained Causes of Action as between such Reorganized Debtors that is required after the Effective Date in order to give effect to the Plan, the Reorganized Debtors' Boards of Directors may determine, after the Effective Date, such other treatment of the Intercompany Claims and Intercompany Equity Interests in order to give effect to any such transfer after the Effective Date, including, without limitation, amalgamation of any or all of such Reorganized Debtors or distributions on Intercompany Equity Interests, but, for greater certainty, if no such a determination is made, then Intercompany Claims will be set-off or otherwise adjusted as contemplated above as is necessary in order to give effect to such transfer after the Effective Date, (ii) in all events, the requisite transfers shall be made in the manner determined by the Chief Wind-Down Officer and the Liquidation Trustee, provided such determination is in accordance with applicable law and is consistent with the terms of the Plan, and (iii) any such treatment shall in all instances be subject to the terms of the Global Settlement and Class Settlement. For the avoidance of doubt, notwithstanding the foregoing, any Cash or Assets of the U.S. Debtors that are required to be distributed pursuant to this Plan (including the Retained Causes of Action and any Cash, in each case of the U.S. Debtors) shall be transferred by the U.S. Debtors to the Reorganized Parent Debtor in satisfaction of the same amount of such applicable Intercompany Claims.

EXHIBIT "2"

EXHIBIT "2"

referred to in the Affidavit of

KEISHA LACKPATIAH-SEALY

Sworn December 7, 2017

Commissioner for Taking Affidavits

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: OLD BPSUSH INC., *et al.*,[1] Debtors.	Chapter 11 Case No. 16-12373 (KJC) (Jointly Administered) D.I. 1484

ORDER APPROVING
STIPULATION AMONG DEBTORS, OFFICIAL
EQUITY COMMITTEE, AND CERTAIN OF THE DEBTORS' FORMER DIRECTORS

Upon consideration of the stipulation and agreement (the "**Stipulation**")[2] by and among Old PSG Wind-down Ltd. (f/k/a Performance Sports Group Ltd.) ("**Old PSG**") and its affiliated debtors and debtors in possession in the above captioned Chapter 11 cases (collectively, the "**Debtors**"), the Official Committee of Equity Security Holders (the "**Official Equity Committee**") appointed in the Debtors' Chapter 11 cases, and certain of Old PSG's former directors, attached hereto as **Exhibit 1**; and good and sufficient cause appearing therefor; it is hereby:

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Old BPSUSH Inc. (f/k/a BPS US Holdings Inc.) (8341); Old BH Inc. (f/k/a Bauer Hockey, Inc.) (3094); Old EBS Inc. (f/k/a Easton Baseball / Softball Inc.) (5670); Old BHR Inc. (f/k/a Bauer Hockey Retail Inc.) (6663); Old BPSU Inc. (f/k/a Bauer Performance Sports Uniforms Inc.) (1095); Old PLG Inc. (f/k/a Performance Lacrosse Group Inc.) (4200); Old BPSCI Inc. (f/k/a BPS Diamond Sports Inc.) (5909); Old PSGI Inc. (f/k/a PSG Innovation Inc.) (9408); Old BHR Wind-down Corp. (f/k/a Bauer Hockey Retail Corp.) (1899); Old EBS Winddown Corp. (f/k/a Easton Baseball / Softball Corp.) (4068); Old PSGI Wind-down Corp. (f/k/a PSG Innovation Corp.) (2165); Old BPSDS Wind-down Corp. (f/k/a BPS Diamond Sports Corp.) (8049); Old BPSU Wind-down Corp. (f/k/a Bauer Performance Sports Uniforms Corp.) (2203); Old PLG Wind-down Corp. (f/k/a Performance Lacrosse Group Corp.) (1249); and Old PSG Wind-down Ltd. (1514) (f/k/a Performance Sports Group Ltd., and also representing the estates of the Debtors formerly known as KBAU Holdings Canada, Inc., Bauer Hockey Corp., and BPS Canada Intermediate Corp.). The Debtors' address is 666 Burrard Street, Suite 1700, Vancouver, British Columbia, Canada, V6C 2X8.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Stipulation.

ORDERED, ADJUDGED AND DECREED that:

1. The Stipulation is hereby APPROVED.

2. The Debtors, the Monitor, and Prime Clerk LLC, as the Debtors' claims agent appointed in the Restructuring Proceedings, are authorized to take all actions necessary or appropriate to implement this Order and the Stipulation, including, without limitation, (a) revising the official claims register maintained in the Debtors' Chapter 11 Cases to reflect the estimation of the Indemnification Claims as set forth in the Stipulation, and (b) revising the Indemnification Claims in the CCAA Proceedings consistent with the Stipulation and sending notices of revision to the Former Directors pursuant to and in accordance with the Claims Resolution Order [D.I. 1438], which notices of revision the Former Directors shall not dispute.

3. The terms of this Order and the Stipulation shall be immediately effective and enforceable upon entry hereof.

4. This Court shall retain jurisdiction to resolve any disputes arising from the implementation or interpretation of this Order or the Stipulation.

Dated: Nov 9, 2017
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1 TO ORDER

STIPULATION

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
OLD BPSUSH INC., *et al.*,[1]	Case No. 16-12373 (KJC)
Debtors.	(Jointly Administered)

STIPULATION AMONG DEBTORS, OFFICIAL EQUITY COMMITTEE, AND CERTAIN OF THE DEBTORS' FORMER DIRECTORS

THIS STIPULATION AND AGREEMENT (the "**Stipulation**") is made and entered into as of November 6, 2017 by and among Old PSG Wind-down Ltd. (f/k/a Performance Sports Group Ltd.) ("**Old PSG**") and its affiliated debtors and debtors in possession in the above captioned Chapter 11 cases (collectively, the "**Debtors**"), the Official Committee of Equity Security Holders (the "**Official Equity Committee**") appointed in the Debtors' Chapter 11 cases, and the following former members of Old PSG's board of directors: Karyn O. Barsa ("**Barsa**"), Joan T. Dea ("**Dea**"), C. Michael Jacobi ("**Jacobi**"), Matthew M. Mannelly ("**Mannelly**"), Bernard J. McDonell ("**McDonell**"), and Robert Nicholson ("**Nicholson**", and, collectively, with Barsa, Dea, Jacobi, Mannelly, and McDonell, the "**Former Directors**") (the Debtors, the Official Equity Committee, and the Former Directors, collectively, the "**Parties**").

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[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Old BPSUSH Inc. (f/k/a BPS US Holdings Inc.) (8341); Old BH Inc. (f/k/a Bauer Hockey, Inc.) (3094); Old EBS Inc. (f/k/a Easton Baseball / Softball Inc.) (5670); Old BHR Inc. (f/k/a Bauer Hockey Retail Inc.) (6663); Old BPSU Inc. (f/k/a Bauer Performance Sports Uniforms Inc.) (1095); Old PLG Inc. (f/k/a Performance Lacrosse Group Inc.) (4200); Old BPSCI Inc. (f/k/a BPS Diamond Sports Inc.) (5909); Old PSGI Inc. (f/k/a PSG Innovation Inc.) (9408); Old BHR Wind-down Corp. (f/k/a Bauer Hockey Retail Corp.) (1899); Old EBS Winddown Corp. (f/k/a Easton Baseball / Softball Corp.) (4068); Old PSGI Wind-down Corp. (f/k/a PSG Innovation Corp.) (2165); Old BPSDS Wind-down Corp. (f/k/a BPS Diamond Sports Corp.) (8049); Old BPSU Wind-down Corp. (f/k/a Bauer Performance Sports Uniforms Corp.) (2203); Old PLG Wind-down Corp. (f/k/a Performance Lacrosse Group Corp.) (1249); and Old PSG Wind-down Ltd. (1514) (f/k/a Performance Sports Group Ltd., and also representing the estates of the Debtors formerly known as KBAU Holdings Canada, Inc., Bauer Hockey Corp., and BPS Canada Intermediate Corp.). The Debtors' address is 666 Burrard Street, Suite 1700, Vancouver, British Columbia, Canada, V6C 2X8.

A. On October 31, 2016, Old PSG and its Debtor subsidiaries each filed voluntary petitions for relief under Chapter 11 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**", and the cases filed therein, the "**Chapter 11 Cases**"). On the same day, each of the Debtors also made application for protection from their creditors under Canada's *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**") in the Ontario Superior Court of Justice (Commercial List) (the "**Canadian Court**", and the proceedings therein, the "**CCAA Proceedings**") (the Chapter 11 Cases and the CCAA Proceedings, together, the "**Restructuring Proceedings**").

B. On February 6, 2017, Barsa filed proof of claim no. 490 ("**Claim No. 490**") against Old PSG in the Restructuring Proceedings, which Barsa subsequently amended on May 17, 2017 pursuant to proof of claim no. 723 ("**Claim No. 723**", and, collectively with Claim No. 490 and any other claims listed on any of the Debtors' schedules of assets and liabilities or statements of financial affairs in respect of Barsa, the "**Barsa Claims**"). Pursuant to the Barsa Claims, Barsa asserts, among other claims, contingent and unliquidated general unsecured claims against Old PSG for indemnification, contribution, reimbursement, and other payments (including damages, costs and expenses related thereto) based upon applicable law, Old PSG's organizational and governing documents, the indemnification agreement between Old PSG and Barsa (attached as Exhibit 2 to Claim No. 723), and any other contract or agreement, or otherwise arising in respect of, or by reason of the fact that Barsa is serving or has served as a director or authorized representative of Old PSG or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Old PSG or any of its affiliates as a director or authorized representative of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities (including any right to set off, offset, or recoupment that Barsa may have under Bankruptcy Code Section 553 or any other applicable law in respect of any indemnity and contribution claims) (collectively, the "**Barsa Indemnification Claims**").

C. On February 6, 2017, Dea filed proof of claim no. 520 ("**Claim No. 520**") against Old PSG in the Restructuring Proceedings, which Dea subsequently amended on May 17, 2017 pursuant to proof of claim no. 722 ("**Claim No. 722**", and, collectively with Claim No. 520 and any other claims listed on any of the Debtors' schedules of assets and liabilities or statements of financial affairs in respect of Dea, the "**Dea Claims**"). Pursuant to the Dea Claims, Dea asserts, among other claims, contingent and unliquidated general unsecured claims against Old PSG for indemnification, contribution, reimbursement, and other payments (including damages, costs and expenses related thereto) based upon applicable law, Old PSG's organizational and governing documents, the indemnification agreement between Old PSG and Dea (attached as Exhibit 2 to Claim No. 722), and any other contract or agreement, or otherwise arising in respect of, or by reason of the fact that Dea is serving or has served as a director or authorized representative of Old PSG or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Old PSG or any of its affiliates as a director or authorized representative of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities (including any right to set off, offset, or recoupment that Dea may have under Bankruptcy Code Section 553 or any other applicable law in respect of any indemnity and contribution claims) (collectively, the "**Dea Indemnification Claims**").

D. On February 6, 2017, Jacobi filed proof of claim no. 525 ("**Claim No. 525**") against Old PSG in the Restructuring Proceedings, which Jacobi subsequently amended on

May 17, 2017 pursuant to proof of claim no. 718 ("**Claim No. 718**", and, collectively with Claim No. 525 and any other claims listed on any of the Debtors' schedules of assets and liabilities or statements of financial affairs in respect of Jacobi, the "**Jacobi Claims**"). Pursuant to the Jacobi Claims, Jacobi asserts, among other claims, contingent and unliquidated general unsecured claims against Old PSG for indemnification, contribution, reimbursement, and other payments (including damages, costs and expenses related thereto) based upon applicable law, Old PSG's organizational and governing documents, the indemnification agreement between Old PSG and Jacobi (attached as Exhibit 2 to Claim No. 718), and any other contract or agreement, or otherwise arising in respect of, or by reason of the fact that Jacobi is serving or has served as a director or authorized representative of Old PSG or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Old PSG or any of its affiliates as a director or authorized representative of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities (including any right to set off, offset, or recoupment that Jacobi may have under Bankruptcy Code Section 553 or any other applicable law in respect of any indemnity and contribution claims) (collectively, the "**Jacobi Indemnification Claims**").

E. On February 6, 2017, Mannelly filed proof of claim no. 516 ("**Claim No. 516**") against Old PSG in the Restructuring Proceedings, which Mannelly subsequently amended on May 17, 2017 pursuant to proof of claim no. 719 ("**Claim No. 719**", and, collectively with Claim No. 516 and any other claims listed on any of the Debtors' schedules of assets and liabilities or statements of financial affairs in respect of Mannelly, the "**Mannelly Claims**"). Pursuant to the Mannelly Claims, Mannelly asserts, among other claims, contingent and unliquidated general unsecured claims against Old PSG for indemnification, contribution, reimbursement, and other payments (including damages, costs and expenses related thereto) based upon applicable law, Old PSG's organizational and governing documents, the indemnification agreement between Old PSG and Mannelly (attached as Exhibit 2 to Claim No. 719), and any other contract or agreement, or otherwise arising in respect of, or by reason of the fact that Mannelly is serving or has served as a director or authorized representative of Old PSG or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Old PSG or any of its affiliates as a director or authorized representative of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities (including any right to set off, offset, or recoupment that Mannelly may have under Bankruptcy Code Section 553 or any other applicable law in respect of any indemnity and contribution claims) (collectively, the "**Mannelly Indemnification Claims**").

F. On February 6, 2017, McDonell filed proof of claim no. 493 ("**Claim No. 493**") against Old PSG in the Restructuring Proceedings, which McDonell subsequently amended on May 17, 2017 pursuant to proof of claim no. 720 ("**Claim No. 720**", and, collectively with Claim No. 493 and any other claims listed on any of the Debtors' schedules of assets and liabilities or statements of financial affairs in respect of McDonell, the "**McDonell Claims**"). Pursuant to the McDonell Claims, McDonell asserts, among other claims, contingent and unliquidated general unsecured claims against Old PSG for indemnification, contribution, reimbursement, and other payments (including damages, costs and expenses related thereto) based upon applicable law, Old PSG's organizational and governing documents, the indemnification agreement between Old PSG and McDonell (attached as Exhibit 2 to Claim No. 720), and any other contract or agreement, or otherwise arising in respect of, or by reason of the fact that McDonell is serving or has served as a director or authorized representative of Old PSG or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Old PSG or any of its affiliates as a director or authorized representative of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities (including any right to set off, offset, or recoupment that McDonell may have under Bankruptcy Code Section 553 or any other applicable law in respect of any indemnity and contribution claims) (collectively, the "**McDonell Indemnification Claims**").

G. On February 6, 2017, Nicholson filed proof of claim no. 527 ("**Claim No. 527**") against Old PSG in the Restructuring Proceedings, which Nicholson subsequently amended on May 17, 2017 pursuant to proof of claim no. 721 ("**Claim No. 721**", and, collectively with Claim No. 527 any other claims listed on any of the Debtors' schedules of assets and liabilities or statements of financial affairs in respect of Nicholson, the "**Nicholson Claims**"). Pursuant to the Nicholson Claims, Nicholson asserts, among other claims, contingent and unliquidated general unsecured claims against Old PSG for indemnification, contribution, reimbursement, and other payments (including damages, costs and expenses related thereto) based upon applicable law, Old PSG's organizational and governing documents, the indemnification agreement between Old PSG and Nicholson (attached as Exhibit 2 to Claim No. 721), and any other contract or agreement, or otherwise arising in respect of, or by reason of the fact that Nicholson is serving or has served as a director or authorized representative of Old PSG or any of its affiliates, or is serving or has served at the request of, or for the benefit of, Old PSG or any of its affiliates as a director or authorized representative of one or more other corporations, partnerships, limited liability companies, joint ventures, trusts, or other enterprises or entities (including any right to set off, offset, or recoupment that Nicholson may have under Bankruptcy Code Section 553 or any other applicable law in respect of any indemnity and contribution claims) (collectively, the "**Nicholson Indemnification Claims**", and collectively with the Barsa Indemnification Claims, the Dea Indemnification Claims, the Jacobi Indemnification Claims, the Mannelly Indemnification Claims, and the McDonell Indemnification Claims, the "**Indemnification Claims**").

H. For the avoidance of doubt, this Stipulation shall not affect any alleged claims, rights, or entitlements of any Former Directors (or any rights, defenses, or objections of the Debtors, Official Equity Committee, or any other party in interest) with respect to (a) any deferred share units or any share unit or equity incentive plans of the Debtors, or (b) any claims for prepetition accrued but unpaid director fees and expenses.

I. The Official Equity Committee has advised the Parties asserting Indemnification Claims: (i) its belief that, under applicable law and given the particular facts of these cases, the Indemnification Claims are subject to disallowance and estimation at zero; and (ii) that, given present case development, it will need to initiate litigation promptly over the Indemnification Claims, if resolution cannot be achieved otherwise.

J. After an exchange of information and arms' length negotiations among the Parties, as well as consideration of applicable law and the likelihood of success on the merits in connection with litigation concerning the Indemnification Claims, the Parties have determined that the fixing or liquidation of the Indemnification Claims would unduly delay the administration of the Debtors' estates and that it is in the best interests of the Parties and the Debtors' estates to agree to an estimation of the Indemnification Claims in the Restructuring Proceedings as set forth herein:

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Debtors, the Official Equity Committee, and each of the Former Directors as follows:

1. This Stipulation shall become effective upon entry of an Order of the Bankruptcy Court approving this Stipulation.

2. Each of the Indemnification Claims shall be estimated at $0.00 in the Restructuring Proceedings for purposes of allowance, including, without limitation, for purposes of voting on and making distributions under the Debtors' *Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and Its Affiliated Debtors* [D.I. 1434-1] (as may be modified, amended, or supplemented from time to time, including any exhibits or annexes thereto and any documents incorporated therein, including the Plan Supplement (as defined therein)).

3. The Debtors and Prime Clerk LLC, in its capacity as the Debtors' claims agent appointed in the Restructuring Proceedings, shall be authorized to and shall take all actions necessary or appropriate to implement the terms of this Stipulation, including, without limitation, revising the official claims register maintained in the Debtors' Chapter 11 Cases to reflect the estimation of the Indemnification Claims as set forth in this Stipulation.

4. Ernst & Young Inc., in its capacity as the Canadian Court-appointed monitor in the CCAA Proceedings (the "**Monitor**"), shall be authorized to and shall take all actions necessary or appropriate to implement the terms of this Stipulation, including, without limitation, revising the Indemnification Claims in the CCAA Proceedings consistent with this Stipulation and sending notices of revision to the Former Directors pursuant to and in accordance with the Claims Resolution Order [D.I. 1438], which notices of revision the Former Directors shall not dispute.

5. This Stipulation sets forth the entire understanding and agreement of the Parties with respect to the terms hereof and may not be modified or amended except by a writing signed by the Parties and/or their respective counsel.

6. The signatories to this Stipulation represent and warrant that they have the full power and authority to enter into this Stipulation and to bind their respective clients identified herein.

7. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Stipulation may be executed by PDF signatures or facsimile, and such PDF signatures or facsimile shall be deemed to be a valid and original signature.

8. The Bankruptcy Court shall retain jurisdiction to resolve any disputes arising from the implementation or interpretation of this Stipulation.

[Signatures appear on following pages.]

Dated as of November 6, 2017

BROWN RUDNICK LLP By: ______________________ Robert J. Stark Steven B. Levine Andrew M. Carty Seven Times Square New York, New York 10036 Tel: (212) 209-4800 Fax: (212) 209-4801 - and - **MONTGOMERY, MCCRACKEN, WALKER & RHOADS, LLP** Natalie D. Ramsey (DE Bar No. 5378) Mark A. Fink (DE Bar No. 3946) 1105 North Market Street, 15th Floor Wilmington, DE 19801 Tel: (302) 504-7800 Fax: (302) 504-7820 *Counsel to the Official Committee of Equity Security Holders*	**SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP** By: ______________________ Lisa Laukitis Four Times Square New York, New York 10036 Tel: (212) 735-3000 Fax: (212) 735-2000 *Counsel to the Former Directors (Karyn O. Barsa, Joan T. Dea, C. Michael Jacobi, Matthew M. Mannelly, Bernard J. McDonell, and Robert Nicholson)*

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

By: ____________________

Kelley A. Cornish
Moses Silverman
Alice Belisle Eaton
1285 Avenue of the Americas
New York, New York 10019
Tel: (212) 373-3000
Fax: (212) 757-3990

- and -

YOUNG CONAWAY STARGATT & TAYLOR, LLP

Pauline K. Morgan (No. 3650)
Sean T. Greecher (No. 4484)
Justin H. Rucki (No. 5304)
Shane M. Reil (No. 6195)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Tel: (302) 571-6600
Fax: (302) 571-1253

Counsel to the Debtors and Debtors in Possession

62894090 v3

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No: CV-16-11582-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD PSG WIND-DOWN LTD. ET. AL.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF KEISHA LACKPATIAH-SEALY
(SWORN DECEMBER 7, 2017)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
E-mail: phoward@stikeman.com

Lee Nicholson LSUC#66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF OLD PSG WIND-DOWN LTD. ET AL.

Court File No. CV-16-11582-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

SUPPLEMENTARY MOTION RECORD
(Re: CCAA Approval Order)
(Returnable December 20, 2017)

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Peter Howard LSUC#: 22056F
Tel: (416) 869-5613
E-mail: phoward@stikeman.com

Lee Nicholson LSUC#: 66412I
Tel: (416) 869-5604
E-mail: leenicholson@stikeman.com
Fax: (416) 947-0866

Lawyers for the Applicants