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.

EXHIBIT G

Form of Cost Sharing Agreement

DRAFT: DECEMBER 5, 2017

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 Sharing 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 inporting 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

EXHIBIT H

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.

Schedule "C" – Certain Revised Plan Supplement Documents

[Attached]

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
	)	**Ref. Docket Nos. 1473 & 1532**

NOTICE OF FILING OF REVISED EXHIBITS TO PLAN SUPPLEMENT WITH RESPECT 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")[2] 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").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, on December 5, 2017, the Debtors filed the *Notice of Filing of Plan Supplement to First Amended Joint Chapter 11 Plan of Liquidation of Old BPSUSH Inc. and its Affiliated Debtors* [Docket No.

[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] Capitalized terms used but not otherwise defined herein shall be given the meanings ascribed to them in the Plan.

1532] (the "Notice of Plan Supplement"). Attached to the Notice of Plan Supplement were the following exhibits, which collectively 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 attached hereto as **Exhibit 1** is a revised Exhibit A to the Plan Supplement (Debtors' Post-Effective Date Boards of Directors) and attached hereto as **Exhibit 2** is a revised Exhibit G to the Plan Supplement (Form of Cost Sharing Agreement).[5]

[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.

[4] The initial amount of the Liquidation Trust Expense Reserve, described in Section 2.5 of the Liquidation Trust Agreement, has been revised and is now currently estimated to be **$7,000,000**. As noted in the Notice of Plan Supplement, this 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.

[5] For the convenience of the Court, attached hereto as Exhibit 3 is a blackline of the revised Exhibit G marked against the version filed with the Notice of Plan Supplement.

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, 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 18, 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
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 1

Revised Exhibit A to Plan Supplement

EXHIBIT A

Debtors' Post-Effective Date Boards of Directors

1. **Kenneth Grossman**
2. **Geoffrey Arens**
3. **Brenda Reed**
4. **Lee Matheson**
5. **Kevin McEchleran**

Please refer to Exhibits A and B of the Liquidation Trust Agreement (a copy of which was attached as Exhibit D to the Notice of Plan Supplement) with respect to proposed compensation.

EXHIBIT 2

Revised Exhibit B to Plan Supplement

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. Lee Matheson
5. Kevin McEchleran

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 3

Revised Exhibit G to Plan Supplement

EXHIBIT G

Form of Cost Sharing Agreement

DRAFT: DECEMBER 15, 2017

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 Sharing 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(a), Section 3(b) or Section 3(c), 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 (except to the extent of any Tax for which the Liquidation Trust has an indemnity obligation under Section 3(b) or Section 3(c)) attributable to the movement of, or distribution of, cash or other assets described in paragraphs (b), (c) or (d) of the definition of Shareholder Distributable Assets ("**Distributable Assets on Hand**"), by Debtors to or for the benefit of 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 be payable from the Distributable Assets on Hand and consequently reduce the amount of such distributions of Distributable Assets on Hand to or for the benefit of 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

EXHIBIT 3

Blackline

DRAFT: DECEMBER ~~5,~~15, 2017

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 Sharing 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(a), Section 3(b) or Section 3(c), 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 (except to the extent of any Tax for which the Liquidation Trust has an indemnity obligation under Section 3(b) or Section 3(c)) attributable to the movement of, or distribution of, ~~Sale Proceeds~~cash or other ~~Assets, as~~assets described in ~~paragraph~~paragraphs (b), (c) or (d) of the definition of Shareholder Distributable Assets ~~in the Plan~~(“**Distributable Assets on Hand**”), by Debtors to or for the benefit of 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 be payable from the Distributable Assets on Hand and consequently reduce the amount of such distributions ~~to~~of Distributable Assets on Hand to or for the benefit of 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

Document comparison by Workshare Compare on December 15, 2017 1:08:10 PM

Input:	
Document 1 ID	interwovenSite://DMS/LEGAL/27925019/23
Description	#27925019v23<LEGAL> - Cost Sharing Agreement
Document 2 ID	interwovenSite://DMS/LEGAL/27925019/25
Description	#27925019v25<LEGAL> - Cost Sharing Agreement
Rendering set	Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	12
Deletions	8
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20

Schedule "D" - 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