effort shall be made to file such information under seal).

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

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

3.5 Rights and Powers of the Liquidation Trust Advisory Board.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.2 Indemnification.

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

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

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

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

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

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

ARTICLE VI
GENERAL PROVISIONS CONCERNING ADMINISTRATION OF THE LIQUIDATION TRUST

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

6.2 Periodic Reporting Obligations.

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

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

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

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

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

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

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

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

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

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

(f) All pending actions.

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

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

ARTICLE VII
BENEFICIAL TRUST INTERESTS

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

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

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

7.4 Transfers of Beneficial Trust Interests.

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

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

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

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

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

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

7.6 Effect of Death, Dissolution, Incapacity or Bankruptcy. The death, dissolution, incapacity, or bankruptcy of any person during the term of the Liquidation Trust shall not operate to terminate the Liquidation Trust during the term of the Liquidation Trust nor shall it entitle the representative or creditors of the deceased, dissolved, incapacitated, or bankrupt person to an inspection of books and records or to accounting or to take any action in any court or elsewhere for the distribution of any of the Liquidation Trust Assets (including the income and proceeds therefrom) or for a partition thereof.

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

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

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

ARTICLE VIII
PROCEDURES FOR RESOLVING AND TREATING DISPUTED PARENT EQUITY INTERESTS

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

8.2 Disputed Parent Equity Interest Reserve.

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

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

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

ARTICLE IX
DISTRIBUTIONS

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

9.2 Distributions; Withholding. The Liquidation Trustee shall make such distributions as provided in this Agreement, the Plan, the Confirmation Order or the CCAA Approval Order and shall, together with the Chief Wind Down Officer of the Reorganized Debtors, be responsible for arranging to pay any Class Settlement Litigation Proceeds which may become due to the Lead Plaintiff pursuant to the Plan. Notwithstanding anything to the contrary in this Agreement, the Liquidation Trust shall distribute at least annually its net income (calculated after the prior payment of any Class Settlement Litigation Proceeds) plus all net proceeds from the sale of Liquidation Trust Assets, except that the Liquidation Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of the Liquidation Trust Assets or to meet claims and contingent liabilities (including Disputed Parent Equity Interests), in accordance with Rev. Proc. 94-45. Additionally, the Liquidation Trustee may withhold from amounts distributable with respect to a Beneficial Trust Interest any and all amounts, determined in the Liquidation Trustee's sole discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement. Prior to the making of any distributions contemplated hereunder,, the Liquidation Trustee shall provide the Liquidation Trust Advisory Board with three (3) business days' written notice of any such distribution, which notice shall include a summary of the aggregate amounts to be distributed. Within two (2) business days of receipt of the notice of distribution, any Member of the Liquidation Trust Advisory Board may request additional information regarding the calculation of the aggregate distribution amount. Distributions may be processed by or on behalf of the Liquidation Trust through DTC and CDS or another Distribution Agent, provided however, the Liquidation Trustee may instead elect to process distributions in a different manner, as the Liquidation Trustee determines necessary or appropriate under applicable laws. As set forth in the Plan, the Liquidation Trustee and any Distribution Agent reserves the right to allocate all distributions to be made hereunder in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens and encumbrances. The Liquidation Trustee may condition any distribution in respect of a Beneficial Trust Interests on the Liquidation Trustee's receipt of such information and documentation that the Liquidation Trustee determines is appropriate or necessary to comply with applicable laws (including but not limited to the "Tax Documents") (as the Liquidation Trustee determines in its sole discretion is necessary to effect a distribution in accordance with applicable laws, and may delay or deny (in full or in part) any distribution which the Liquidation Trustee determines in its sole discretion fails to meet the requirements necessary for compliance with applicable laws. In the event, such information and documentation (including the Tax Documents) has not been received by the Liquidation Trustee within three (3) months after request therefor, the Liquidation Trustee may declare the amount otherwise distributable to be an Undeliverable Distribution and subject to the provisions of Section 9.6.

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

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

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

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

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

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

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

ARTICLE X
TAXES

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

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

10.3 Withholding of Taxes and Reporting Related to Liquidation Trust Operations. In connection with the Plan and all distributions thereunder, the Liquidation Trustee shall, to the extent applicable, comply with all tax withholding and reporting requirements imposed by any federal, state, provincial, local, or foreign taxing authority, and all distributions thereunder shall be subject to any such withholding and reporting requirements. The Liquidation Trustee is authorized by the Plan to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan, (a) each holder of an Allowed Claim or, if applicable, an Allowed Interest, that is to receive a distribution pursuant to the Plan has sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any Governmental Unit, including income, withholding, and other tax obligations, on account of such distribution, and (b) no distribution shall be made to or on behalf of such holder pursuant to the Plan unless and until such holder has made arrangements satisfactory to the Liquidation Trustee for the payment and satisfaction of such withholding tax obligations. Any property to be distributed pursuant to the Plan, pending the implementation of such arrangements, shall be treated as an Undeliverable Distribution to be held by the Liquidation Trustee until such time as the Liquidation Trustee is satisfied with the holder's arrangements for any withholding tax obligations.

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

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

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

ARTICLE XI
TERMINATION OF LIQUIDATION TRUST

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

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

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

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

ARTICLE XII
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

If to the Liquidation Trustee:

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

with a copy to:

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

and

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

If to the Liquidation Trust Advisory Board:

If in respect of a Beneficial Trust Interest:

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

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

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

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

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

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

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

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

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

DEBTORS

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

Theseus Strategy Group LLC

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

<u>Exhibit A</u>

Initial Members of Liquidation Trust Advisory Board and Their Compensation

<u>Members</u>

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

<u>Compensation</u>

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

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

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

Exhibit B

Liquidation Trustee Compensation

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

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

▪ Success Fee

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

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

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

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

EXHIBIT E

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

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

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

EXHIBIT F

Amendments to Debtors' Organizational Documents

Incorporation Number BC1107887

Effective as of ______________, 2017

THIRD AMENDED AND RESTATED ARTICLES

OF

OLD PSG WIND-DOWN LTD.

(the "COMPANY")

PROVINCE OF BRITISH COLUMBIA
BUSINESS CORPORATIONS ACT

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

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Incorporation Number BC1107887

THIRD AMENDED AND RESTATED ARTICLES

OF

OLD PSG WIND-DOWN LTD.

(the "Company")

PART 1
INTERPRETATION

1.1 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

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

PART 2
SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

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

2.2 Form of Share Certificate

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

2.3 Shareholder Entitled to Certificate or Acknowledgment

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

2.4 Delivery by Mail

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

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

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

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

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

2.6 Replacement of Lost, Destroyed or Wrongfully Taken Certificate

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

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

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

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

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

2.7 Recovery of New Share Certificate

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

2.8 Splitting Share Certificates

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

2.9 Certificate Fee

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

2.10 Recognition of Trusts

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

PART 3
ISSUE OF SHARES

3.1 Directors Authorized

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

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

3.2 Commissions and Discounts

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

3.3 Brokerage

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

3.4 Conditions of Issue

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

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

- (a) past services performed for the Company;
- (b) property;
- (c) money; and

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

3.5 Share Purchase Warrants and Rights

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

PART 4
SHARE REGISTERS

4.1 Central Securities Register

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

4.2 Closing Register

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

PART 5
SHARE TRANSFERS

5.1 Registering Transfers

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

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

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

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

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

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

5.2 Waivers of Requirements for Transfer

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

5.3 Form of Instrument of Transfer

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

5.4 Transferor Remains Shareholder

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

5.5 Signing of Instrument of Transfer

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

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

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

5.6 Enquiry as to Title Not Required

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

5.7 Transfer Fee

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

PART 6
TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

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

6.2 Rights of Legal Personal Representative

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

PART 7
ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

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

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

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

(1) the Company is insolvent; or

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

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

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

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

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

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

PART 8
BORROWING POWERS

8.1 Borrowing Powers

The Company, if authorized by the directors, may:

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

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

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

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

PART 9
ALTERATIONS

9.1 Alteration of Authorized Share Structure

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

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

(2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum

number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

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

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

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

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

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

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

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

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

9.2 Special Rights or Restrictions

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

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

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

and alter its Articles and Notice of Articles accordingly.

9.3 Change of Name

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

9.4 Other Alterations

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

PART 10
MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

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

10.2 Resolution Instead of Annual General Meeting

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

10.3 Calling of Meetings of Shareholders

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

10.4 Notice for Meetings of Shareholders

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

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

(2) otherwise, 10 days.

10.5 Record Date for Notice

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

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

(2) otherwise, 10 days.

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

10.6 Record Date for Voting

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

10.7 Failure to Give Notice and Waiver of Notice

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

10.8 Notice of Special Business at Meetings of Shareholders

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

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

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

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

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

10.9 Notice of Dissent Rights

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

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

(2) otherwise, 10 days.

10.10 Advance Notice Provisions

(1) *Nomination of Directors*

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

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

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

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

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

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

(2) *Exclusive Means*

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

(3) *Timely Notice*

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

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

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

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

(4) *Proper Form of Notice*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) *Ineligibility*

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

(6) *Currency of Nominee Information*

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

(7) *Delivery of Information*

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

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

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

(8) *Defective Nomination Determination*

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

(9) *Failure to Appear*

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

(10) *Waiver*

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

(11) *Definitions*

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

PART 11
PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

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

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

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

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

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

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

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

(e) the election or appointment of directors;

(f) the appointment of an auditor;

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

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

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

11.2 Special Majority

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

11.3 Quorum

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

11.4 One Shareholder May Constitute Quorum

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

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

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

11.5 Persons Entitled to Attend Meeting

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

11.6 Requirement of Quorum

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

11.7 Lack of Quorum

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

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

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

11.8 Lack of Quorum at Succeeding Meeting

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

11.9 Chair

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

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

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

11.10 Selection of Alternate Chair

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

11.11 Adjournments

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

11.12 Notice of Adjourned Meeting

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

11.13 Decisions by Show of Hands or Poll

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

11.14 Declaration of Result

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

11.15 Motion Need Not be Seconded

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

11.16 Casting Vote

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

11.17 Manner of Taking Poll

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

(1) the poll must be taken:

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

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

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

11.18 Demand for Poll on Adjournment

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

11.19 Chair Must Resolve Dispute

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

11.20 Casting of Votes

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

11.21 No Demand for Poll on Election of Chair

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

11.22 Demand for Poll Not to Prevent Continuance of Meeting

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

11.23 Retention of Ballots and Proxies

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

PART 12
VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

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

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

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

12.2 Votes of Persons in Representative Capacity

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

12.3 Votes by Joint Holders

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

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

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

12.4 Legal Personal Representatives as Joint Shareholders

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

12.5 Representative of a Corporate Shareholder

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

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

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

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

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

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

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

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

12.6 When Proxy Holder Need Not Be Shareholder

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

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

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

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

(4) the Company is a public company.

12.7 When Proxy Provisions Do Not Apply to the Company

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

12.8 Appointment of Proxy Holders

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

12.9 Alternate Proxy Holders

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

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

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

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

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

12.11 Validity of Proxy Vote

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

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

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

12.12 Form of Proxy

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

[name of company]

(the "Company")

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

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

____
Signed [month, day, year]

____
[Signature of shareholder]

____
[Name of shareholder - printed]

12.13 Revocation of Proxy

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

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

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

12.14 Revocation of Proxy Must Be Signed

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

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

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

12.15 Chair May Determine Validity of Proxy.

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

12.16 Production of Evidence of Authority to Vote

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

PART 13
DIRECTORS

13.1 First Directors; Number of Directors

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

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

13.2 Change in Number of Directors

If the number of directors is set under Article 13.1:

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

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

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

13.3 Directors' Acts Valid Despite Vacancy

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

13.4 Qualifications of Directors

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

13.5 Remuneration of Directors

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

13.6 Reimbursement of Expenses of Directors

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

13.7 Special Remuneration for Directors

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

13.8 Gratuity, Pension or Allowance on Retirement of Director

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

PART 14
ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

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

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

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

14.2 Consent to be a Director

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

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

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

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

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

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

14.4 Failure to Elect or Appoint Directors

If:

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

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

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

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

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

14.5 Places of Retiring Directors Not Filled

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

14.6 Directors May Fill Casual Vacancies

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

14.7 Remaining Directors' Power to Act

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

14.8 Shareholders May Fill Vacancies

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

14.9 Additional Directors

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

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

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

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

14.10 Ceasing to be a Director

A director ceases to be a director when:

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

(2) the director dies;

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

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

14.11 Removal of Director by Shareholders

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

14.12 Removal of Director by Directors

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

PART 15
POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management

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

15.2 Appointment of Attorney of Company

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

PART 16
INTERESTS OF DIRECTORS AND OFFICERS

16.1 Obligation to Account for Profits

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

16.2 Restrictions on Voting by Reason of Interest

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

16.3 Interested Director Counted in Quorum

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

16.4 Disclosure of Conflict of Interest or Property

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

16.5 Director Holding Other Office in the Company

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

16.6 No Disqualification

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

16.7 Professional Services by Director or Officer

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

16.8 Director or Officer in Other Corporations

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

PART 17
PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors

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

17.2 Voting at Meetings

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

17.3 Chair of Meetings

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

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

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

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

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

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

17.4 Meetings by Telephone or Other Communications Medium

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

(1) in person;

(2) by telephone; or

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

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

17.5 Calling of Meetings

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

17.6 Notice of Meetings

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

17.7 When Notice Not Required

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

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

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

17.8 Meeting Valid Despite Failure to Give Notice

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

17.9 Waiver of Notice of Meetings

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

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

17.10 Quorum

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

17.11 Validity of Acts Where Appointment Defective

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

17.12 Consent Resolutions in Writing

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

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

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

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

PART 18
EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee

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

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

(2) the power to remove a director;

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

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

18.2 Appointment and Powers of Other Committees

The directors may, by resolution:

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

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

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

(b) the power to remove a director;

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

(d) the power to appoint or remove officers appointed by the directors; and

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

18.3 Obligations of Committees

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

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

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

18.4 Powers of Board

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

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

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

(3) fill vacancies in the committee.

18.5 Committee Meetings

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

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

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

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

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