

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the 24th day of June, 2022 (this “**Amending Agreement**”)

A M O N G:

AVCORP INDUSTRIES INC., a corporation existing under the federal laws of Canada

(the “**Company**”)

-and-

ALBATROSS BIDCO INC., a corporation existing under the federal laws of Canada

(the “**Buyer**”)

WHEREAS the Company and Latécoère SA (“**Latécoère**”) entered into an arrangement agreement dated as of May 4, 2022 (the “**Arrangement Agreement**”);

AND WHEREAS Section 10.09(i) of the Arrangement Agreement permits Latécoère to assign its rights under the Arrangement Agreement provided that, among other things, any such assignment shall not release Latécoère of any of its obligations or liabilities under the Arrangement Agreement and Latécoère shall remain jointly and severally liable with the assignee under the Arrangement Agreement (collectively, the “**Assignment Conditions**”).

AND WHEREAS on June 24, 2022, Latécoère (i) assigned, transferred and conveyed to the Buyer all of its rights, title and interest in and to, and all benefits of Latécoère under, the Arrangement Agreement, and (ii) delegated to the Buyer all of its obligations and liabilities under the Arrangement Agreement, all subject to the Assignment Conditions and in accordance with Section 10.09(i) of the Arrangement Agreement;

AND WHEREAS the Company and the Buyer wish to amend the Plan of Arrangement (as defined in the Arrangement Agreement) attached as Schedule A to the Arrangement Agreement effective as of the date hereof.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

- 1.1 Amendment to the Plan of Arrangement.** The Plan of Arrangement attached as Schedule A to the Arrangement Agreement is hereby replaced with the Plan of Arrangement attached as Schedule A to this Amending Agreement.
- 1.2 Effectiveness.** This Amending Agreement shall be effective as of the date hereof.
- 1.3 Ratification.** Except as amended hereby, the Arrangement Agreement and all of its terms, conditions and obligations are ratified and confirmed.
- 1.4 Enurement.** This Amending Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees.
- 1.5 Headings.** Headings of sections hereof are inserted for convenience of reference only and shall not affect the construction and interpretation of this Amending Agreement.

- 1.6 Governing Law.** This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of British Columbia and waives objection to the venue of any Proceeding (as defined in the Arrangement Agreement) in such court or that such court provides an inconvenient forum.
- 1.7 Counterparts.** This Amending Agreement may be executed in any number of counterparts (including counterparts by facsimile or any other form of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Amending Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amending Agreement to be executed as of the date first above written.

AVCORP INDUSTRIES INC.

Per: (s) "Amandeep Kaler"
Name: Amandeep Kaler
Title: Chief Executive Officer

ALBATROSS BIDCO INC.

Per: (s) "Thierry Mootz"
Name: Thierry Mootz
Title: Director

Per: (s) "Greg Huttner"
Name: Greg Huttner
Title: Director

SCHEDULE A
PLAN OF ARRANGEMENT

See attached.

**SCHEDULE A
PLAN OF ARRANGEMENT**

**ARTICLE I
INTERPRETATION**

Section 1.01 Definitions. Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings:

“**Amalco**” means the amalgamated entity resulting from the Amalgamation.

“**Amalgamation**” has the meaning set forth in Section 3.01(e).

“**Arrangement**” means the arrangement of the Company under section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the terms of the Arrangement Agreement and Section 6.01 of this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of the Company and the Buyer, each acting reasonably.

“**Arrangement Agreement**” means the Arrangement Agreement dated May 4, 2022 between the Company and the Buyer (including the schedules) as it may be amended, modified or supplemented from time to time in accordance with its terms.

“**Arrangement Resolution**” means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting.

“**Articles of Arrangement**” means the articles of arrangement of the Company in respect of the Arrangement that are required by the CBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Buyer, each acting reasonably.

“**Business Day**” means any day, other than a Saturday, a Sunday or a day on which major banks are closed for business in City of Vancouver, British Columbia, the City of Toronto, Ontario or Paris, France.

“**Buyer**” means Albatross Bidco Inc., a corporation existing under the federal laws of Canada.

“**CBCA**” means the *Canada Business Corporations Act*.

“**Certificate of Arrangement**” means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 192(7) of the CBCA after the Articles of Arrangement have been filed.

“**Company**” means Avcorp Industries Inc., a corporation existing under the federal laws of Canada.

“**Company Circular**” means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices, and exhibits to, and information

incorporated by reference in, such management information circular, to be sent to Company Shareholders and other Persons as required by the Interim Order and Law in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

“Company Meeting” means the special meeting of Company Shareholders, including any adjournment or postponement thereof in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution.

“Company Option Plan” means the Company’s share option plan dated for reference March 16, 2007 (and all amendments, restatements and modifications thereto).

“Company Options” means the outstanding options to purchase Company Shares issued pursuant to the Company Option Plan.

“Company Share” means a common share in the capital of the Company.

“Company Shareholders” means the registered and/or beneficial owners of the Company Shares, as the context requires.

“Consideration” means the consideration to be received by Company Shareholders pursuant to this Plan of Arrangement, consisting of \$0.11 in cash per Company Share.

“Court” means the Supreme Court of British Columbia.

“Depositary” means such Person as the Company may appoint to act as depositary in relation to the Arrangement, with the approval of the Buyer, acting reasonably.

“Director” means the Director appointed pursuant to section 260 of the CBCA.

“Dissent Rights” has the meaning set forth in Section 4.01.

“Dissenting Shareholder” means a registered Company Shareholder as of the Record Date for the Company Meeting who has validly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Company Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

“Effective Date” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“Effective Time” means 12:01 a.m. (Vancouver Time) on the Effective Date or such other time as the Parties agree to in writing before the Effective Date (each acting reasonably).

“Final Order” means the final order of the Court pursuant to section 192(4) of the CBCA, in form and substance satisfactory to each Party, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied,

as affirmed or as amended (provided that such amendment is satisfactory to each of the Parties, acting reasonably) on appeal.

“Governmental Entity” means (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public body, authority or department, central bank, court, tribunal, arbitral or adjudicative body, commission, commissioner, cabinet, board, bureau, minister, ministry, governor-in-council, agency or instrumentality, domestic or foreign; (b) any subdivision, agent or authority of any of the foregoing; (c) any quasi-governmental, administrative or private body, including any tribunal, commission, committee, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any stock exchange (including the TSX).

“Interim Order” means the interim order of the Court pursuant to section 192(4) of the CBCA in form and substance satisfactory to each Party, acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of each of the Parties, acting reasonably.

“Law” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, Order, injunction, judgment, award, decree, ruling or similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended, unless expressly specified otherwise.

“Letter of Transmittal” means the letter of transmittal to be sent by the Company to Company Shareholders for use by Company Shareholders with respect to the Arrangement.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, prior claim, assignment, lien (statutory or otherwise), or restriction or adverse right or claim, or other third-party interest or encumbrance of any kind, in each case, whether contingent or absolute.

“Parties” means the Buyer and the Company, and **“Party”** means either one of them, as the context requires.

“Person” includes any individual, partnership, limited partnership, association, body corporate, organization, joint venture, trust, estate, trustee, executor, administrator, legal representative or government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

“Plan of Arrangement” means this plan of arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement or Section 6.01 of this Plan of Arrangement or made at the discretion of the Court in the Final Order with the prior written consent of the Company and the Buyer, each acting reasonably.

“Tax Act” means the *Income Tax Act* (Canada).

“TSX” means the Toronto Stock Exchange.

Section 1.02 Certain Rules of Interpretation. In this Plan of Arrangement, unless otherwise specified:

- (a) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars. In the event that that any amounts are required to be converted from a foreign currency to Canadian dollars or vice versa, such amounts shall be converted using the most recent closing exchange rate of The Bank of Canada available before the relevant calculation date.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number include the plural and vice versa.
- (d) **Certain Phrases, etc.** The words “**including**”, “**includes**” and “**include**” mean “including (or includes or include) without limitation” and references to “**Article**” or “**Section**” followed by a number or letter mean and refer to the specified Article or Section of this Plan of Arrangement.
- (e) **Statutory References.** Any reference to a particular statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, consolidated, replaced or re-enacted.
- (f) **Date for any Action.** If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- (g) **Time.** Time shall be of the essence in every matter or action contemplated under this Plan of Arrangement. All references to time are to local time Vancouver, British Columbia unless otherwise stipulated in this Plan of Arrangement. When computing any time period in this A Plan of Arrangement, the following rules shall apply:
 - (i) the day marking the commencement of the time period shall be excluded but the day of the deadline or expiry of the time period shall be included; and
 - (ii) any day that is not a Business Day shall be included in the calculation of the time period; however, if the day of the deadline or expiry of the time period falls on a day that is not a Business Day, the deadline or time period shall be extended to the next following Business Day.

ARTICLE II ARRANGEMENT AGREEMENT

Section 2.01 Arrangement Agreement. This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

Section 2.02 Binding Effect. This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective and be binding on the Buyer, the Company, all Company Shareholders (including Dissenting Shareholders), all registered and beneficial owners of Company Options, the Depositary, the registrar and transfer agent of the Company and all other Persons, in each case, at and after the Effective Time, without any further act or formality required on the part of any Person.

ARTICLE III ARRANGEMENT

Section 3.01 Arrangement. Commencing at the Effective Time, each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective at five-minute intervals starting at the Effective Time (and, for greater certainty, none of the following events will occur or will be deemed to occur unless all of the following events occur):

- (a) simultaneously:
 - (i) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested) shall be deemed to be unconditionally vested and exercisable and such Company Option shall, without any further action by or on behalf of a holder of Company Options, be deemed to be surrendered and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Option and each such Company Option shall be immediately cancelled (for greater certainty, where such amount is zero or negative, such Company Option shall be cancelled without any consideration and neither the Company nor the Buyer shall be obligated to pay to the holder of such Company Option any amount in respect of such Company Option); and
 - (ii) with respect to each Company Option that is surrendered or transferred pursuant to Section 3.01(a)(i), as of the effective time of such surrender or transfer: (A) the holder thereof shall cease to be the holder of such security, (B) the holder thereof shall cease to have any rights as a holder under the Company Option Plan other than the right to receive the consideration to which such holder is entitled pursuant to this Section 3.01(a), (C) such holder's name shall be removed from the applicable register, and (D) all agreements, grants and similar instruments relating thereto shall be cancelled;

- (b) each outstanding Company Share held by a Dissenting Shareholder shall be deemed to have been transferred by the holder thereof to the Company free and clear of all Liens and each Dissenting Shareholder shall cease to have any rights as a Company Shareholder other than the right to be paid the fair value of their Company Shares by the Company in accordance with Article IV and the name of such holder shall be removed from the register of holders of Company Shares;
- (c) concurrently with Section 3.01(b), each outstanding Company Share (other than Company Shares held by Dissenting Shareholders) shall be transferred by the holder thereof to the Buyer in exchange for the Consideration and the name of such holder shall be removed from the register of holders of Company Shares and the Buyer shall be recorded as the registered holder of the Company Shares so exchanged and shall be deemed to be the legal and beneficial owner thereof, free and clear of any Liens;
- (d) The stated capital in respect of the Company Shares shall be reduced to \$1.00 without any repayment of capital in respect thereof;
- (e) The Buyer and the Company shall amalgamate pursuant to section 184(1) of the CBCA (the “**Amalgamation**”) to continue as one corporation, Amalco, and upon such Amalgamation:
 - (i) all of the issued and outstanding Company Shares shall be cancelled without any repayment of capital in respect thereof;
 - (ii) the by-laws of Amalco shall be the same as the by-laws of the Buyer;
 - (iii) the name of Amalco shall be “Avcorp Industries Inc.”;
 - (iv) the articles of amalgamation of Amalco shall be the same as the articles of Buyer;
 - (v) the issued and outstanding common shares of the Buyer will not be redeemed, acquired or cancelled, in whole or in part, but shall continue to remain issued and outstanding as common shares of Amalco;
 - (vi) the property of each of the Buyer and the Company shall continue to be the property of Amalco and, for greater certainty, the Amalgamation shall not constitute a transfer or assignment of the property of the Buyer or the Company;
 - (vii) the liabilities of each of the Buyer and the Company shall continue to be the liabilities of Amalco and, for greater certainty, the Amalgamation shall not constitute a transfer or assignment of the liabilities of the Buyer or the Company; and
 - (viii) all rights, contracts, permits and interest of the Buyer and the Company shall continue as rights, contracts, permits and interests of Amalco and, for greater certainty, the Amalgamation shall not constitute a transfer or

assignment of the rights or obligations of either the Buyer or the Company under any such rights, contracts, permits and interests.

ARTICLE IV DISSENT RIGHTS

Section 4.01 Dissent Rights.

- (a) Registered holders of Company Shares as of the record date for the Company Meeting may exercise rights of dissent with respect to their Company Shares pursuant to and in the manner set forth in section 190 of the CBCA as modified by the Interim Order and this Article IV (the “**Dissent Rights**”); provided that, notwithstanding subsection 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in subsection 190(5) of the CBCA must be received by the Company at its registered office no later than 5:00 p.m. (Vancouver Time) two (2) Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time).
- (b) Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Company Shares held by them to the Company as provided in Section 3.01(b), and if they:
 - (i) are ultimately entitled to be paid fair value for such Company Shares, shall (A) be deemed not to have participated in the transactions in Article III (other than Section 3.01(b)), (B) be entitled to be paid, subject Section 5.03, the fair value of such Company Shares by the Company, which fair value, notwithstanding anything to the contrary in Part XV of the CBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted and (C) not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or
 - (ii) are ultimately not entitled, for any reason, to be paid the fair value for such Company Shares, shall be deemed to have participated in the Arrangement on the same basis as Company Shareholders who have not exercised Dissent Rights in respect of such Company Shares and shall be entitled to receive the Consideration to which Company Shareholders who have not exercised Dissent Rights are entitled under Section 3.01(c).

Section 4.02 Recognition of Dissenting Shareholders.

- (a) In no circumstances shall the Buyer, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares in respect of which such Dissent Rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Buyer, the Company, the Depositary, the registrar and transfer agent in respect of the Company Shares or any other Person

be required to recognize Dissenting Shareholders as holders of the Company Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfers under Section 3.01(b) and the names of such Dissenting Shareholders shall be removed from the registers of holders of the Company Shares in respect of which Dissent Rights have been validly exercised at the same time as the event in Section 3.01(b) occurs.

- (c) In addition to any other restrictions under section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (i) Company Shareholders who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares) and (ii) holders of Company Options.

ARTICLE V CERTIFICATES AND PAYMENT

Section 5.01 Payment of Consideration.

- (a) At or before the Effective Time: the Buyer shall deposit or cause to be deposited with the Depositary, for the benefit of and to be held on behalf of the Company Shareholders entitled to receive cash pursuant to Section 3.01(c), the aggregate cash amount required for the payments in respect of the Company Shares.
- (b) The consideration contemplated by Section 5.01(a) shall be held by the Depositary as agent and nominee for such Company Shareholders in accordance with the provisions of this Article V. Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Company Shares that were transferred pursuant to Section 3.01(c), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Depositary shall deliver to the applicable Company Shareholder, as soon as practicable (less any amounts withheld pursuant to Section 5.03), a cheque (or other form of immediately available funds) representing the cash amount (without interest) that such Company Shareholder is entitled to receive under the Arrangement.
- (c) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.01(b), each certificate which immediately prior to the Effective Time represented outstanding Company Shares shall be deemed at all times to represent only the right to receive upon surrender a cash payment in lieu of such certificate as contemplated in Section 5.01(b). Any such certificate formerly representing outstanding Company Shares not duly surrendered on or before the sixth (6th) anniversary of the Effective Date shall cease to represent a claim by or interest of any former Company Shareholder of any kind or nature whatsoever against or in the Company or the Buyer and, on such date, all cash payments to which such former holder was entitled shall be deemed to have been surrendered to the Buyer and shall be paid over by the Depositary to the Buyer or as directed by the Buyer and the certificate shall be deemed to have been surrendered to the Buyer and will be cancelled.

- (d) Any payment made by way of cheque by the Depositary or by the Company pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or the Company or that otherwise remains unclaimed, in each case, on or before the sixth (6th) anniversary of the Effective Date and any right or claim to payment under this Plan of Arrangement that remains outstanding on the sixth (6th) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature and the right of any affected security holder to receive the consideration for any affected securities pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Buyer (or the Company, as applicable) for no consideration.
- (e) No dividend, interest or other distribution declared or made after the Effective Time with respect to the Company Shares with a record or payment date after the Effective Time, shall be paid to the holders of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding Company Shares.
- (f) As soon as practicable after the Effective Date (and not later than the first regularly scheduled payroll date), the Company shall pay (or cause to be paid) the amounts, less any amounts withheld pursuant to Section 5.03, to be paid to holders of Company Options pursuant to Section 3.01(a), either (i) pursuant to the normal payroll practices and procedures of the Company or the relevant Subsidiary of the Company, or (ii) in the event that payment pursuant to the normal payroll practices and procedures of the Company is not practicable for any such holder, by cheque (delivered to such holder of Company Options, as applicable, as reflected on the register maintained by the Company in respect of Company Options).

Section 5.02 Lost Certificates. In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were exchanged pursuant to Section 3.01(c) shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, a cheque (or other form of immediately available funds) representing the aggregate consideration in respect thereof that such Person is entitled to receive pursuant to Section 3.01(c), net of amounts required to be withheld pursuant to Section 5.03. When authorizing the delivery of such consideration in exchange for any lost, stolen or destroyed certificate, the Person to whom the consideration is being delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Buyer and the Depositary in such sum as the Buyer may direct or otherwise indemnify the Buyer and the Depositary in a manner satisfactory to the Buyer and the Depositary against any claim that may be made against the Buyer or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5.03 Withholding Rights. The Company, the Buyer and the Depositary shall be entitled to deduct and withhold from any consideration otherwise payable under this Plan of Arrangement, such amounts as the Company, the Buyer or the Depositary, as applicable, determines, acting reasonably, are required to be deducted or withheld with respect to such payment under the Tax Act or any provision of applicable Laws and shall remit such amounts to the appropriate Governmental Entity. To the extent that the amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the affected holder

in respect of which such deduction and withholding was made; provided that, such deducted or withheld amounts are actually and timely remitted to the appropriate Governmental Entity.

Section 5.04 No Liens. Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 5.05 Paramountcy. From and after the Effective Time:

- (a) this Plan of Arrangement shall take precedence and priority over any and all Company Shares, Company Options issued or outstanding prior to the Effective Time;
- (b) the rights and obligations of the Company Shareholders, the holders of Company Options, the Company and its Subsidiaries, the Buyer, the Depositary and any registrar or transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement; and
- (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Company Shares or Company Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE VI AMENDMENTS

Section 6.01 Amendments to Plan of Arrangement

- (a) The Buyer and the Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided that, each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) approved by the Buyer and the Company, each acting reasonably; (iii) filed with the Court and, if made following the Company Meeting, approved by the Court; and (iv) communicated to Company Shareholders and such other Persons if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Buyer at any time prior to the Company Meeting (provided that the Company or the Buyer, as applicable, shall have consented thereto in writing) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if: (i) it is consented to in writing by each of the Buyer and the Company (in each case, acting reasonably) and (ii) if required by the Court, it is

consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order without filing such amendment, modification or supplement with the Court or seeking Court approval; provided that: (i) it concerns a matter which, in the reasonable opinion of the Buyer and the Company, is of an administrative nature required to give effect to the implementation of this Plan of Arrangement and is not adverse to the interest of any Company Shareholder or any holder of Company Options or (ii) is an amendment contemplated in Section 6.01(e).
- (e) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Buyer; provided that, it concerns a matter which, in the reasonable opinion of the Buyer, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

ARTICLE VII FURTHER ASSURANCES

Section 7.01 Further Assurances. Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.