

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT, dated as of December 10, 2021, is by and among CloudMD Software & Services Inc., a corporation existing under the laws of the Province of British Columbia (the “**Purchaser**”), and MindBeacon Holdings Inc., a corporation existing under the federal laws of Canada (the “**Company**”).

WITNESSETH:

WHEREAS, the Purchaser and the Company entered into an arrangement agreement dated November 14, 2021 (the “**Arrangement Agreement**”);

WHEREAS, the Purchaser and the Company wish to amend the Arrangement Agreement and the Plan of Arrangement in accordance with Section 8.1 of the Arrangement Agreement and Article 5 of the Plan of Arrangement;

WHEREAS, in this Amendment Agreement, all capitalized terms shall have the meanings given to them in the Arrangement Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I. AMENDMENTS TO THE ARRANGEMENT AGREEMENT

Section 1.1 Amendments

- (1) Schedule A to the Arrangement Agreement is hereby deleted in its entirety and replaced with Schedule A to this Amendment Agreement.
- (2) Section 4.4(a)(vii) of the Arrangement Agreement is hereby deleted in its entirety and replaced by the following:

make joint elections with Eligible Holders in respect of the disposition of their Shares pursuant to Section 85 of the Tax Act (or any similar provision of any provincial tax legislation) in accordance with the procedures and within the time limits set out in the Plan of Arrangement. The agreed amount under such joint elections shall be determined by each Eligible Holder in such holder’s sole discretion within the limits set out in the Tax Act. To make an election, the Eligible Holders must provide the necessary information to the Purchaser (in accordance with instructions provided on a web-based system made available by the Purchaser) on or before ninety (90) calendar days after the Effective Date. The information will include the number of Common Shares transferred, the Consideration received and the applicable elected amount for purposes of such election.

ARTICLE II. GENERAL PROVISIONS

Section 2.1 Remainder of Arrangement Agreement

Except as expressly set forth herein, this Amendment Agreement shall not by implication or otherwise alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Arrangement Agreement, all of which shall continue to be in full force and effect. On and after the date hereof, each reference in the Arrangement Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein” or words of like import, and each reference to the Arrangement Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Arrangement Agreement, will mean and be a reference to the Arrangement Agreement as amended by this Amendment Agreement.

Section 2.2 Representations and Warranties of the Parties

- (1) The Company hereby represents and warrants to the Purchaser and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Amendment Agreement and the consummation of the Arrangement, that the representations and warranties of the Company set forth in Paragraph (1) of Schedule C to the Arrangement Agreement and, *mutatis mutandis*, in Paragraphs (2), (3) and (5) of Schedule C to the Arrangement Agreement are true and correct as of the date hereof.
- (2) The Purchaser hereby represents and warrants to the Company and acknowledges and agrees that the Company is relying upon such representations and warranties in connection with the entering into of this Amendment Agreement and the consummation of the Arrangement, that the representations and warranties of the Purchaser set forth in Paragraph (1) of Schedule D to the Arrangement Agreement and, *mutatis mutandis*, in Paragraphs (2), (3) and (5) of Schedule D to the Arrangement Agreement are true and correct as of the date hereof.

Section 2.3 General Provisions

The provisions of Section 8.1 [*Amendments*], Section 8.4 [*Notices*], Section 8.8 [*Third Party Beneficiaries*], Section 8.9 [*Waiver*], Section 8.10 [*Entire Agreement*], Section 8.11 [*Successors and Assigns*], Section 8.12 [*Severability*], Section 8.13 [*Governing Law*], Section 8.14 [*Rules of Construction*], Section 8.15 [*No Liability*] and Section 8.16 [*Language*] of the Arrangement Agreement shall apply to this Amendment Agreement, *mutatis mutandis*.

Section 2.4 Counterparts

This Amendment Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall be considered one and the same agreement. The exchange of a fully executed Amendment Agreement (in counterparts or otherwise) by electronic delivery in .pdf format shall be sufficient to bind the Parties to the terms and conditions of this Amendment Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Amendment Agreement to be duly executed on its behalf as of the day and year first above written.

CLOUDMD SOFTWARE & SERVICES INC.

By: (s) *Essam Hamza*
Authorized Signing Officer

MINDBEACON HOLDINGS INC.

By: (s) *Dan Clark*
Authorized Signing Officer

**SCHEDULE A
PLAN OF ARRANGEMENT**

**PLAN OF ARRANGEMENT UNDER SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE 1
INTERPRETATION**

1.1 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 (and grammatical variations of such terms shall have corresponding meanings):

“**Affected Securities**” means, collectively, the Shares, Company Options, DSUs, PSUs and RSUs.

“**Affected Securityholders**” means, collectively, the Shareholders and the holders of Company Options, DSUs, PSUs and RSUs.

“**Arrangement**” means an 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 to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement, Section 5.1 and the Interim Order or made at the direction of the Court in accordance with the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“**Arrangement Agreement**” means the arrangement agreement made as of November 14, 2021 among the Company and the Purchaser (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

“**Arrangement Resolution**” means the special resolution approving the Arrangement to be considered at the Company Meeting by Shareholders, substantially in the form set out in Schedule B to the Arrangement Agreement.

“**Articles of Arrangement**” means the articles of arrangement of the Company in respect of the Arrangement, 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 Purchaser, each acting reasonably.

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

“**Cash Consideration**” means, for each Share, \$1.22 in cash. “**CBCA**” means the *Canada Business Corporations Act*.

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director pursuant to Section 192(7) of the CBCA in respect of the Articles of Arrangement.

“**Company**” means MindBeacon Holdings Inc., a corporation incorporated under the laws of Canada.

“**Company Circular**” means the notice of the Company Meeting and accompanying information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such information circular, to be sent to 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 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 and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser.

“Company Options” means the outstanding options to purchase Shares issued pursuant to the Omnibus Incentive Plan and the Legacy Incentive Plan.

“Company Share Reference Price” means the volume weighted averages of the trading price of the Shares on the TSX per day as displayed under the VWAP function on the “MBCN CT Equity” Bloomberg page (or its equivalent successor if such page is not available) on each of the five (5) consecutive trading days commencing on the tenth (10th) trading day immediately before the Effective Date and ending on the sixth (6th) trading day immediately before the Effective Date (as adjusted as appropriate to reflect any stock splits, stock dividends, combinations, reorganizations, reclassifications or similar events).

“Consideration” means, collectively, the Cash Consideration and the Share Consideration. **“Court”** means the Ontario Superior Court of Justice (Commercial List).

“Depositary” means Endeavor Trust Company or such other Person as the Purchaser may appoint to act as depositary in relation to the Arrangement, with the approval of the Company.

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

“Dissent Rights” has the meaning specified in Section 3.1.

“Dissenting Holder” means a registered 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 and who is ultimately determined to be entitled to be paid the fair value of its Shares, but only in respect of the Shares in respect of which Dissent Rights are validly exercised by such registered Shareholder.

“DSUs” means the outstanding deferred share units issued under the Non-Employee Directors DSU Plan.

“DSU Surrender Shares” has the meaning specific in section 2.3(c).

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

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

“Eligible Holder” means a beneficial holder of Shares that is (i) a resident of Canada for the purposes of the Tax Act and not exempt from tax under Part I of the Tax Act, or (ii) a partnership, any member of which is a resident of Canada for the purposes of the Tax Act and not exempt from tax under Part I of the Tax Act.

“Final Order” means the final order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn, abandoned or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal.

“Governmental Entity” means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, minister, ministry, governor in council, cabinet, agency, political party, royal family or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any Regulatory Body, or (iv) any stock exchange.

“Interim Order” means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended, modified, supplemented or varied by the Court with the consent of the Company and the Purchaser, each acting reasonably.

“Law” means, with respect to any Person, any and all applicable law (statutory, common, civil or otherwise), constitution, treaty, convention, ordinance, by-law, code, rule, regulation, order, injunction, judgment, award, decree, ruling or other 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.

“Legacy Incentive Plan” means the legacy incentive plan of the Company dated December 23, 2020.

“Letter of Transmittal” means the letter of transmittal sent to registered holders of Shares for use in connection with the Arrangement, in the form accompanying the Company Circular (which shall be reasonably acceptable to Purchaser), which shall specify that delivery shall be effected, and risk of loss and title to the Share certificates shall pass, only upon proper delivery of the Share certificates (or effective affidavits of loss in lieu thereof) to the Depository and which shall be in such form and have such other customary provisions as the Company may specify (which shall be reasonably acceptable to Purchaser).

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

“Net Option Surrender Shares” has the meaning specified in Section 2.3(a).

“Non-Employees Directors DSU Plan” means the non-employee directors deferred share unit plan of the Company dated January 1, 2021.

“Omnibus Incentive Plan” means the omnibus incentive plan of the Company dated December 23, 2020.

“Parties” means, collectively, the Company and the Purchaser and **“Party”** means any one of them.

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

“Plan of Arrangement” means this plan of arrangement proposed under Section 192 of the CBCA, and any amendments or variations hereto made in accordance with the Arrangement Agreement and Section 5.1 or made at the direction of the Court in accordance with the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“PSU Surrender Shares” has the meaning specified in Section 2.3(d).

“PSUs” means the performance share units issued under the Omnibus Incentive Plan.

“**Purchaser**” means CloudMD Software & Services Inc., a corporation incorporated under the laws of the province of British Columbia.

“**Purchaser Share Reference Price**” means the volume weighted averages of the trading price of the Purchaser Shares on the TSXV per day as displayed under the VWAP function on the “DOC CV Equity” Bloomberg page (or its equivalent successor if such page is not available) on each of the five (5) consecutive trading days commencing on the tenth (10th) trading day immediately before the Effective Date and ending on the sixth (6th) trading day immediately before the Effective Date (as adjusted as appropriate to reflect any stock splits, stock dividends, combinations, reorganizations, reclassifications or similar events).

“**Purchaser Shares**” means the common shares in the authorized share capital of Purchaser.

“**Regulatory Body**” means any regulatory or self-regulatory governing body, state, provincial or territorial college, association or licencing board or agency relating to the registration, licensing, regulation, accreditation, or governance of the practice of any applicable regulated health profession.

“**RSU Surrender Shares**” has the meaning specified in Section 2.3(b).

“**RSUs**” means the outstanding restricted share units issued under the Omnibus Incentive Plan.

“**Share Consideration**” means, for each Share, 2.285 Purchaser Shares.

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

“**Shares**” means the common shares in the capital of the Company and includes, for greater certainty, any common shares issued upon the valid exercise of Company Options or the settlement of RSUs, PSUs or DSUs.

“**Stock Option Plans**” means the Omnibus Incentive Plan, Non-Employees Directors DSU Plan and Legacy Incentive Plan of the Company.

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

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended and the rules and regulations promulgated thereunder.

1.2 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, unless specified otherwise.
- (c) **Gender and Number.** Any reference to gender includes all genders. Words importing the singular number only include the plural and *vice versa*.
- (d) **Certain Phrases, etc.** The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” (ii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of,” and (iii) unless stated otherwise, “Article”, “Section”, and

“Schedule” followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement.

- (e) **Statutes.** Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (f) **Computation of Time.** 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 References.** References to time herein or in any Letter of Transmittal are to local time, Toronto, Ontario.

ARTICLE 2 THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to and forms part of the Arrangement Agreement.

2.2 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 Purchaser, the Company, all holders and beneficial owners of securities of the Company, including the Shares, Company Options, DSUs, PSUs and RSUs and including Dissenting Holders, the register and transfer agent of the Company, the Depository and all other Persons, at and after, the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement

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 as at one minute intervals starting at the Effective Time:

- (a) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Stock Option Plans, 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 assigned and transferred by such holder to the Company, free and clear of all Liens, in exchange for the issuance by the Company of that number of Shares rounded down to the nearest whole Share (the “**Net Option Surrender Shares**”) equal to (i) the number of Shares subject to such Option immediately prior to the Effective Time minus (ii) the number of Shares that, when multiplied by the Company Share Reference Price, is equal to the aggregate exercise price of such Company Option, and for greater certainty, where such amount is negative, no Net Option Surrender Shares shall be issued, and the holder of such Company Option shall be, and shall be deemed to be, the holder of such Net Option Surrender Shares and the register of the Shares maintained by or on behalf of the Company shall be, and shall be deemed to be, revised accordingly, but the holder of such Company Option shall not be entitled to a certificate or other document representing the Net Option Surrender Shares so issued, and each such Company Option shall immediately be cancelled;

- (b) each RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Omnibus Incentive Plan, shall be deemed to be unconditionally vested, and such RSU shall, without any further action by or on behalf of a holder of RSUs, be deemed to be assigned and transferred by such holder to the Company, free and clear of all Liens, in exchange for the issuance by the Company of that number of Shares rounded down to the nearest whole Share (the “**RSU Surrender Shares**”) equal to the number of Shares subject to such RSU immediately prior to the Effective Time, and the holder of such RSU shall be, and shall be deemed to be, the holder of such number of RSU Surrender Shares and the register of the Shares maintained by or on behalf of the Company shall be, and shall be deemed to be, revised accordingly, but the holder of such RSU shall not be entitled to a certificate or other document representing the RSU Surrender Shares so issued, and each such RSU shall immediately be cancelled;
- (c) each DSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Non-Employee Directors DSU Plan, shall be deemed to be unconditionally vested, and such DSU shall, without any further action by or on behalf of a holder of DSUs, be deemed to be assigned and transferred by such holder to the Company, free and clear of all Liens, in exchange for the issuance by the Company of that number of Shares rounded down to the nearest whole Share (the “**DSU Surrender Shares**”) equal to the number of Shares subject to such DSU immediately prior to the Effective Time, and the holder of such DSU shall be, and shall be deemed to be, the holder of such number of DSU Surrender Shares and the register of the Shares maintained by or on behalf of the Company shall be, and shall be deemed to be, revised accordingly, but the holder of such DSU shall not be entitled to a certificate or other document representing the DSU Surrender Shares so issued, and each such DSU shall immediately be cancelled;
- (d) each (i) vested PSU outstanding immediately prior to the Effective Time shall, without any further action by or on behalf of a holder of PSUs, be deemed to be assigned and transferred by such holder to the Company, free and clear of all Liens, in exchange for the issuance by the Company of that number of Shares rounded down to the nearest whole Share (the “**PSU Surrender Shares**”) equal to the number of Shares subject to such PSU immediately prior to the Effective Time, and the holder of such PSU shall be, and shall be deemed to be, the holder of such number of PSU Surrender Shares and the register of the Shares maintained by or on behalf of the Company shall be, and shall be deemed to be, revised accordingly, but the holder of such PSU shall not be entitled to a certificate or other document representing the PSU Surrender Shares so issued, and each such PSU shall immediately be cancelled; and (ii) unvested PSU outstanding immediately prior to the Effective Time shall immediately be cancelled for no consideration;
- (e) simultaneously with the transfers in Section 2.3(a), Section 2.3(b), Section 2.3(c) and Section 2.3(d), (i) each holder of Company Options, RSUs, PSUs and DSUs shall cease to be a holder of such Company Options, RSUs, PSUs and DSUs and cease to have any rights as under the Stock Option Plans or other agreements, grants, and similar instruments related to such Company Options, RSUs, PSUs and DSUs, as applicable, (ii) such holder’s name shall be removed from each applicable register, (iii) the Stock Option Plans and all agreements, grants, and similar instruments relating to the Company Options, RSUs, PSUs and DSUs shall be terminated and shall be of no further force and effect, and (iv) each holder of Company Options, RSUs, PSUs and DSUs shall thereafter have only the right to receive the consideration to which they are entitled pursuant to Section 2.3(a), Section 2.3(b), Section 2.3(c) and Section 2.3(d) at the time and in the manner specified in Section 2.3(a), Section 2.3(b), Section 2.3(c) and Section 2.3(d);

- (f) each of the Shares held by Dissenting Holders shall be deemed to have been transferred without any further act or formality to the Purchaser, free and clear of all Liens, in consideration for a debt claim against the Purchaser for the amount determined under Article 3, and:
 - (i) such Dissenting Holders shall cease to be the holders of such Shares and to have any rights as holders of such Shares other than the right to be paid fair value by the Purchaser for such Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such Shares from the registers of Shares maintained by or on behalf of the Company; and
 - (iii) the Purchaser shall be deemed to be the legal and beneficial owner of such Shares so transferred, free and clear of all Liens, and shall be entered in the register of Shares maintained by or on behalf of the Company;

- (g) each Share outstanding immediately prior to the Effective Time (including, for greater certainty, the Net Option Surrender Shares, the RSU Surrender Shares, the DSU Surrender Shares, and the PSU Surrender Shares issued pursuant to Section 2.3(a), Section 2.3(b), Section 2.3(c), and Section 2.3(d), respectively), other than Shares held by a Dissenting Holder, shall, without any further action by or on behalf of a holder of Shares, be deemed to be assigned and transferred by the holder thereof to the Purchaser, free and clear of all Liens, in exchange for the Consideration, and:
 - (i) the holders of such Shares shall cease to be the holders of such Shares and to have any rights as holders of such Shares other than the right to be paid the Consideration by the Purchaser in accordance with this Plan of Arrangement;
 - (ii) such holders' names shall be removed from the register of the Shares maintained by or on behalf of the Company; and
 - (iii) the Purchaser shall be deemed to be the legal and beneficial owner of such Shares so transferred, free and clear of all Liens, and shall be entered in the register of the Shares maintained by or on behalf of the Company, such that following the transactions contemplated by Section 2.3(f) and Section 2.3(g), the Purchaser shall be the legal and beneficial owner of 100% of the Shares.

2.4 Tax Elections

An Eligible Holder who receives Share Consideration under the Arrangement shall be entitled to make an income tax election pursuant to subsection 85(1) of the Tax Act, or subsection 85(2) of the Tax Act if such Eligible Holder is a partnership (and in each case, where applicable, the analogous provisions of provincial income tax law) with respect to the transfer of its Shares to the Purchaser and receipt of Purchaser Shares. In order to make such an election, an Eligible Holder must provide the necessary information (in accordance with the instructions on the web based system made available by the Purchaser) within ninety (90) days following the Effective Date, which information will include the number of Shares transferred, the Consideration received and the applicable elected amounts for the purposes of such elections. Subject to the information complying with the provisions of the Tax Act (and any applicable provincial income tax law), a copy of the applicable election forms containing the information provided by the Eligible Holder will be signed by the Purchaser and delivered to the Eligible Holder for filing with the Canada Revenue Agency (or the applicable provincial tax authority) by such Eligible Holder. The Purchaser will not be responsible for the proper completion of any election form, nor for any taxes, interest or penalties resulting from the failure of an Eligible Holder to properly complete or file such election form in the form and manner

and within the time prescribed by the Tax Act (or any applicable provincial tax law). In its sole discretion, the Purchaser may choose to accept, sign and deliver an election form if the necessary information is received by the Purchaser more than ninety (90) days following the Effective Date, but the Purchaser will have no obligation to do so.

2.5 U.S. Securities Act Exemption

Notwithstanding any provision herein to the contrary, the Purchaser and the Company agree that this Plan of Arrangement will be carried out with the intention that all Purchaser Shares issued to Affected Securityholders on completion of this Plan of Arrangement will be issued by the Purchaser in reliance on the exemption from the registration requirements of the U.S. Securities Act as provided by Section 3(a)(10) thereof.

ARTICLE 3 RIGHTS OF DISSENT

3.1 Rights of Dissent

Registered Shareholders as of the record date for the Company Meeting may exercise dissent rights with respect to the Shares held by such holders (“**Dissent Rights**”) in connection with the Arrangement pursuant to and in the manner set forth in Section 190 of the CBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding Section 190(5) of the CBCA, the written objection to the Arrangement Resolution referred to in Section 190(5) of the CBCA must be received by the Company not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(f) and if they:

- (a) ultimately are entitled to be paid fair value for such Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(f)); (ii) shall be deemed to have transferred and assigned such Dissent Shares (free and clear of any Liens) to the Purchaser in accordance with Section 2.3(f); (iii) will be entitled to be paid, subject to Section 4.4, the fair value of such Shares, which fair value, notwithstanding anything to the contrary contained 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 (iv) will 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 Shares; or
- (b) ultimately are not entitled, for any reason, to be paid fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Shares who did not deposit with the Depositary a duly completed Letter of Transmittal (and shall be entitled to receive the Consideration in the same manner as such non-dissenting holder of Shares).

3.2 Recognition of Dissenting Holders

- (a) In no circumstances shall the Purchaser or the Company or any other Person be required to recognize a Person exercising Dissent Rights (i) unless as of the deadline for exercising Dissent Rights (as set forth in Section 3.1), such Person is the registered holder of those Shares in respect of which such Dissent Rights are sought to be exercised; (ii) if such Person has voted or instructed a proxy holder to vote such Shares in favour of the Arrangement Resolution; or (iii) unless such Person has strictly complied with the

procedures for exercising Dissent Rights and does not withdraw such dissent prior to the completion of the transfer under Section 2.3(f).

- (b) For greater certainty, in no case shall the Purchaser or the Company or any other Person be required to recognize Dissenting Holders as holders of Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(f), and the names of such Dissenting Holders shall be removed from the registers of holders of the Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(f) occurs. In addition to any other restrictions under Section 190 of the CBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Company Options or holders of DSUs, PSUs or RSUs; (ii) Shareholders who vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution (but only in respect of such Shares); (iii) Persons who, as of the deadline for exercising Dissent Rights, are not registered holders of Shares in respect of which Dissent Rights are sought to be exercised; or (iv) Persons who have not strictly complied with the procedures for exercising Dissent Rights or Persons who have withdrawn their exercise of Dissent Rights prior to the Effective Time.

ARTICLE 4 CERTIFICATES AND PAYMENTS

4.1 Payment and Delivery of Consideration

- (a) Following the receipt of the Final Order but prior to the Effective Date, the Purchaser shall deposit, or arrange to be deposited, with the Depository and for the benefit of Affected Securityholders, sufficient Purchaser Shares to satisfy the aggregate Share Consideration payable to the Shareholders in accordance with Section 2.3, the aggregate amount of cash to satisfy the aggregate Cash Consideration payable in accordance with Section 2.3 and the aggregate amount of cash to satisfy the payment to Shareholders in lieu of fractional Purchaser Shares in accordance with Section 4.5.
- (b) Upon surrender to the Depository for cancellation of a certificate or instrument which immediately prior to the Effective Time represented outstanding Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depository or the Purchaser may reasonably require (or, if such Shares are held in book-entry or other uncertificated form, upon the entry through a book-entry transfer agent of the surrender of such Shares on a book-entry account statement, it being understood that any reference herein to “certificates” shall be deemed to include references to book-entry account statements relating to the ownership of Shares), the holders holding Shares formerly represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder, the Consideration which such holder has the right to receive under this Plan of Arrangement for such Shares, including the cash payment in lieu of fractional Purchaser Shares in accordance with Section 4.5, less any amounts withheld pursuant to Section 4.4, and any certificate or instrument so surrendered shall forthwith be cancelled.
- (c) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Shares, shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.4. Any such certificate formerly representing Shares that were transferred pursuant to Section 2.3, and not duly surrendered with all other instruments required by

this Section 4.1, on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Shares of any kind or nature in the Consideration or against or in the Company, the Purchaser or any of their respective Affiliates. On such date, all Consideration to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and the Cash Consideration forming part of such Consideration shall be paid or returned over by the Depositary to the Purchaser or as directed by the Purchaser and the Share Consideration forming part of the Consideration shall be deemed to be cancelled.

- (d) Any payment made by way of cheque by the Depositary pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or after the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the applicable consideration for the Affected Securities pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or the Company, as applicable, for no consideration.
- (e) No holder of Affected Securities shall be entitled to receive any consideration with respect to such Affected Securities other than any consideration to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 less any amount withheld pursuant to Section 4.4 and, for greater certainty, subject to Section 4.6, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred pursuant to Section 2.3 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, the Consideration and cash (in lieu of fractional Purchaser Shares) deliverable in accordance with such holder's duly completed and executed Letter of Transmittal. When authorizing such payment or delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom such Consideration and cash (in lieu of fractional Purchaser Shares) is to be delivered shall as a condition precedent to the delivery of such Consideration and cash (in lieu of fractional Purchaser Shares), give a bond satisfactory to the Purchaser and the Depositary (each acting reasonably) in such sum as the Purchaser may direct (acting reasonably), or otherwise indemnify the Purchaser and the Company and their respective Affiliates in a manner satisfactory to the Purchaser and the Company, each acting reasonably, against any claim that may be made against the Purchaser and the Company or their respective Affiliates with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Rounding of Cash

In any case where the aggregate cash amount payable to a particular holder of Affected Securities under the Arrangement would, but for this provision, include a fraction of a cent, the amount payable shall be rounded down to the nearest whole cent.

4.4 Withholding Rights

The Company, the Purchaser and the Depositary shall be entitled to deduct or withhold from any amounts payable to any Person pursuant to the Arrangement, such Taxes or other amounts as the Purchaser, the

Company or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign Tax law. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated, for all purposes hereof, as having been paid or delivered to the Person in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Authority. To the extent the amount required to be deducted or withheld from any consideration payable or otherwise deliverable to any Person hereunder exceeds the amount of cash consideration, if any, otherwise payable to the Person, any of the Purchaser, the Company or the Depositary is hereby authorized to sell or otherwise dispose of any Share Consideration as is necessary to provide sufficient funds to the Purchaser, the Company, or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and none of the Purchaser, the Company or the Depositary shall be liable to any Person for any deficiency in respect of any proceeds received. The Purchaser, the Company or the Depositary, as applicable, shall notify the holder thereof and remit the applicable portion of the net proceeds of such sale (after deduction of all fees, commissions or costs in respect of such sale) to the appropriate Governmental Entity and shall remit to the holder thereof any unapplied balance of the net proceeds of such sale. Notwithstanding the foregoing, in lieu of having the Purchaser Shares sold or otherwise disposed of, holders of Company Options, PSUs, DSUs or RSUs may provide cash to the Company, the Purchaser or the Depositary, as applicable, to fund any required withholding taxes, provided the cash delivered is sufficient to satisfy any remittance in full and is received at least five business days before the remittance by the Company, the Purchaser or the Depositary, as applicable, of any withholding is due.

4.5 No Fractional Purchaser Shares

In no event shall any holder of Shares be entitled to a fractional Purchaser Share. Where the aggregate number of Purchaser Shares to be issued to a Shareholder as Share Consideration under this Plan of Arrangement would result in a fraction of a Purchaser Share being issuable, then the number of Purchaser Shares to be issued to such Shareholder shall be rounded down to the nearest whole number. In lieu of such fractional Purchaser Share, each holder of Shares otherwise entitled to a fractional interest in a Purchaser Share will be entitled to receive a cash payment equal to such fractional interest multiplied by the Purchaser Share Reference Price, rounding down to the nearest whole cent.

4.6 Post-Effective Time Dividends and Distributions

- (a) No dividends or other distributions declared or made after the Effective Time with respect to Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Shares that were transferred pursuant to Section 2.3.
- (b) All dividends and distributions made after the Effective Time with respect to any Purchaser Shares allotted and issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depositary to be held by the Depositary, subject to Section 4.1(e), in trust for the holder of such Purchaser Shares. All monies received by the Depositary shall be invested by it in interest bearing trust accounts upon such terms as the Depositary may reasonably deem appropriate. Subject to this Section 4.6, the Depositary shall pay and deliver to any such holder, as soon as reasonably practicable after application therefor is made by such holder to the Depositary in such form as the Depositary may reasonably require, such dividends and distributions and any interest thereon to which such holder is entitled pursuant to the Arrangement, net of any applicable withholding and other taxes.

4.7 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.

4.8 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all securities of the Company issued and outstanding prior to the Effective Time, including Affected Securities, (b) the rights and obligations of the holders (registered or beneficial) of such securities, the Company, the Purchaser and their respective Affiliates, the Depository and any registrar, transfer agent or other depository therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and

() 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 securities of the Company shall be deemed to have been settled, compromised, released and determined without liability whatsoever except as set forth in this Plan of Arrangement.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement

- (a) The Company and the Purchaser 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 Company and the Purchaser, each acting reasonably, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to the Affected Securityholders 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 Purchaser at any time prior to or at the Company Meeting (provided that the Company or the Purchaser, as applicable, shall have consented thereto) 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 Company and the Purchaser (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Shareholders voting in the manner directed by the Court. 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 it (i) concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the interest of any holders of Affected Securities or (ii) is an amendment contemplated in Section 5.1(d).
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature

required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any former holder of Affected Securities.

ARTICLE 6
FURTHER ASSURANCES

6.1 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.