

**VOTING AND SUPPORT AGREEMENT**

**THIS VOTING AND SUPPORT AGREEMENT** (the “**Agreement**”) is made the 9<sup>th</sup> day of October, 2024, between:

The Person executing this Agreement as “the Holder” (the “**Holder**”)

- and -

**The Westaim Corporation**, a corporation existing under the laws of the Province of Alberta (the “**Company**”)

- and -

**Wembley Group Partners, LP**, a limited partnership existing under the laws of the State of Delaware, United States (the “**Investor**”, and together with the Company, the “**Transaction Parties**”)

**WHEREAS** the Holder is the owner of, or has the power to control or direct, the common shares of the Company (“**Common Shares**”) and/or securities convertible into, or exercisable or exchangeable for, Common Shares listed in Schedule A hereto (collectively, the “**Subject Securities**”);

**AND WHEREAS** the Transaction Parties and certain of their respective affiliates are concurrently herewith entering into an Investment Agreement (the “**Investment Agreement**”) which provides for, among other things, a plan of arrangement under section 193 of the *Business Corporations Act* (Alberta) involving the continuance and redomiciliation of the Company to the State of Delaware, United States, the completion of a subscription by the Investor for Common Shares and the adoption of a new equity incentive plan by the Company (collectively, the “**Transaction**”);

**AND WHEREAS** the Transaction will require shareholder approval from the holders of Common Shares;

**AND WHEREAS** this Agreement sets out the terms and conditions of the agreement of the Holder to, among other things, vote or cause to be voted the Subject Securities, as applicable, in favour of the Transaction and any other matter for which the approval of the holders of securities of the Company is sought in connection with the Transaction or that would reasonably be expected to facilitate completion thereof and to abide by the restrictions and covenants set forth herein;

**AND WHEREAS** the Transaction Parties and their respective affiliates that are entering into the Investment Agreement are relying on the covenants, representations and warranties of the Holder set forth in this Agreement in connection with their execution and delivery of the Investment Agreement;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto do hereby covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

- 1.1 All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Investment Agreement.
- 1.2 All references herein to the Investment Agreement or any portion thereof refer to the Investment Agreement as it may be amended or modified from time to time subsequent to the date hereof.

**ARTICLE 2  
CERTAIN COVENANTS OF THE HOLDER**

- 2.1 The Holder hereby covenants and irrevocably agrees that the Holder shall, from the date hereof until the termination of this Agreement in accordance with Article 6:
- (a) not solicit proxies, or become a participant in a solicitation of proxies, in opposition to, or competition with, the Transaction and the transactions contemplated by the Investment Agreement, including, without limitation, the Approval Resolutions, and/or any other matter for which the approval of the holders of Company securities is sought in connection with the Transaction;
  - (b) not requisition or join in the requisition of any meeting of holders of securities of the Company (or an adjournment or postponement thereof) for the purpose of considering any resolution in respect of any matter that would be in opposition to, or competition with, the Transaction and the transactions contemplated by the Investment Agreement;
  - (c) subject to Section 2.4 not, directly or indirectly, option, sell, transfer, grant a Lien on, gift, dispose of or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Securities, or any right or interest therein, to any Person or group or agree or announce its intention to do any of the foregoing; provided that the Holder may convert, exchange or exercise any convertible securities into Common Shares in accordance with their terms and authorize the Company to (i) withhold Common Shares that may otherwise be due to the Holder pursuant to the conversion, exchange or exercise of the Subject Securities; and (ii) sell any such Common Shares to fund employee withholding taxes which must be remitted by the Company with respect to the exercise or settlement of any Subject Securities;
  - (d) not grant, agree to grant or announce its intention to grant, any proxy, power of attorney or other right to vote the Subject Securities (including, for greater certainty, entering into, agreeing to enter or announcing an intention to enter into any voting agreement or voting trust arrangement), except for proxies or voting

instructions to vote, or cause to be voted, the Subject Securities in accordance with this Agreement or enter into any agreement affecting or restricting the ability of the Holder to exercise all voting rights attaching to the Subject Securities;

- (e) not publicly withdraw support from the transactions contemplated by the Investment Agreement; and
- (f) not take any other action of any kind which may reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Transaction and the other transactions contemplated by the Investment Agreement and this Agreement.

## 2.2

- (a) The Holder irrevocably consents to the details of this Agreement being set out in the news release and material change report of the Company with respect to the Transaction and in the Company Circular and to this Agreement being made publicly available, including by filing on the System for Electronic Data Analysis and Retrieval Plus maintained on behalf of the Canadian Securities Administrators (“**SEDAR+**”).
- (b) Except as set forth in Section 2.2(a) above, each of the Transaction Parties and the Holder shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to all parties hereto, acting reasonably; provided that this Section 2.2 shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Law, stock exchange rules or policies of regulatory authorities having jurisdiction and which a party, after reasonable notice, will not consent to.

2.3 If the Holder acquires ownership of, or the power to control or direct, any additional securities of the Company following the date hereof, the Holder acknowledges that such additional securities shall be deemed to be Subject Securities for purposes of this Agreement, and the Holder shall abide by the terms of this Agreement in respect of such securities, and the Holder agrees to promptly advise the Transaction Parties of any such acquisition.

2.4 Nothing in this Article 2 shall prevent the Holder from (i) transferring its Subject Securities as required by Law or required by a legal proceeding to which the Holder is party or (ii) granting a Lien over the Subject Securities in favour of (A) a bank or other financial institution that provides *bona fide* financing to the Holder or an affiliate thereof, or (B) a security trustee, facility agent or security agent on behalf of a bank or other financial institution that provides *bona fide* financing to the Holder or an affiliate thereof, in each case as security for the indebtedness of the Holder or any of its affiliates, pursuant to which actions to enforce any such security interest granted in connection with any such indebtedness may be taken by any secured parties following a default by the Holder (or

any of its affiliates, as applicable) or any event triggering enforcement under such indebtedness in accordance with its terms.

### **ARTICLE 3 AGREEMENTS REGARDING TRANSACTION**

- 3.1 The Holder hereby irrevocably and unconditionally covenants and agrees to:
- (a) until the termination of this Agreement pursuant to Sections 6.1 or 6.2, at every securityholder meeting, including the Company Meeting (and at every adjournment or postponement thereof), be represented in person or by proxy at such meeting (or cause the holders of record on any applicable record date to be represented in person or by proxy at such meeting) in order for the Subject Securities to be counted as present for purposes of establishing a quorum;
  - (b) if the Holder is the holder of record of the Subject Securities, as soon as practicable and in any event no later than ten (10) Business Days prior to the date of the Company Meeting or any other securityholder meeting held in connection with the Transaction or related matters or called for the purpose of considering any matter that would, or would reasonably be expected to, (x) result in any of the conditions to the Transaction Parties' obligations set forth in the Investment Agreement not being satisfied, and/or (y) directly or indirectly frustrate, stop, prevent, impede or delay, or materially and adversely affect the successful completion of the Transaction or any of the transactions contemplated by the Investment Agreement on a timely basis (or any adjournment or postponement thereof):
    - (i) vote all of the Subject Securities electronically in favour of the Transaction and the transactions contemplated by the Investment Agreement, including, without limitation, the Approval Resolutions, and/or any other matter for which the approval of the holders of Company securities is sought in connection with the Transaction or that would reasonably be expected to facilitate the Transaction or any of the transactions contemplated by the Investment Agreement and/or vote all of the Subject Securities against any matter that would, or would reasonably be expected to, (x) result in any of the conditions to the Transaction Parties' obligations set forth in the Investment Agreement not being satisfied, and/or (y) directly or indirectly frustrate, stop, prevent, impede or delay, or materially and adversely affect the successful completion of the Transaction or any of the transactions contemplated by the Investment Agreement on a timely basis, and promptly provide evidence to the Transaction Parties of doing so; or
    - (ii) deliver or cause to be delivered to the Company (with a copy to the Investor), a duly executed proxy or proxies in respect of such Subject Securities directing the holder of such proxy or proxies to vote in favour of the Transaction and the transactions contemplated by the Investment Agreement including, without limitation, the Approval Resolutions and/or any other matter set forth on such proxy for which the approval of the

holders of Company securities is sought in connection with the Transaction or that would reasonably be expected to facilitate the Transaction or any of the transactions contemplated by the Investment Agreement and/or vote against any matter that would, or would reasonably be expected to, (x) result in any of the conditions to the Transaction Parties' obligations set forth in the Investment Agreement not being satisfied, and/or (y) directly or indirectly frustrate, stop, prevent, impede or delay, or materially and adversely affect the successful completion of the Transaction or any of the transactions contemplated by the Investment Agreement on a timely basis, and such proxy or proxies shall name those individuals as may be designated by the Company in the applicable form of proxy and shall not be revoked without the written consent of each of the Transaction Parties;

- (c) if the Holder is the beneficial owner of the Subject Securities, as soon as practicable and in any event no later than ten (10) Business Days prior to the date of the Company Meeting or any other securityholder meeting held in connection with the Transaction or related matters or called for the purpose of considering any matter that would, or would reasonably be expected to, (x) result in any of the conditions to the Transaction Parties' obligations set forth in the Investment Agreement not being satisfied, and/or (y) directly or indirectly frustrate, stop, prevent, impede or delay, or materially and adversely affect the successful completion of the Transaction or any of the transactions contemplated by the Investment Agreement on a timely basis (or any adjournment or postponement thereof), deliver or cause to be delivered, a duly executed voting instruction form to the intermediary through which the Holder holds its beneficial interest in the Subject Securities (provided that if the Holder is a non-objecting beneficial owner, such voting instructions shall be delivered directly to the Company, with a copy to the Investor), instructing that the Subject Securities be voted at such securityholder meeting in favour of the Transaction and the transactions contemplated by the Investment Agreement including, without limitation, the Approval Resolutions and/or any matter for which the approval of the holders of Company securities is sought in connection with the Transaction or that would reasonably be expected to facilitate the Transaction or any of the transactions contemplated by the Investment Agreement and/or vote against any matter that would, or would reasonably be expected to, (x) result in any of the conditions to the Transaction Parties' obligations set forth in the Investment Agreement not being satisfied, and/or (y) directly or indirectly frustrate, stop, prevent, impede or delay, or materially and adversely affect the successful completion of the Transaction or any of the transactions contemplated by the Investment Agreement on a timely basis, and use its commercially reasonable efforts to promptly provide evidence to the Investor of doing so; and
- (d) revoke and take all steps necessary to effect the revocation of any and all previous proxies granted or voting instruction forms or other voting documents delivered or deposited that may conflict or be inconsistent with the matters set forth in this Agreement.

3.2 The Holder irrevocably covenants and agrees that the Holder will not:

- (a) take, or permit any Person to take on its behalf, any action to withdraw, revoke, amend or invalidate any proxy (or proxies) or voting instruction form (or voting instruction forms), as applicable, delivered to or deposited with the Company or the intermediary, as applicable, pursuant to Section 3.1, notwithstanding any statutory or other rights or otherwise;
- (b) exercise any rights of dissent or appraisal provided under any Laws or otherwise in connection with the Transaction or any of the transactions contemplated by the Investment Agreement and not exercise any shareholder rights or remedies available at common law or pursuant to securities or corporate Laws to delay or prevent the Transaction or any of the transactions contemplated by the Investment Agreement; or
- (c) make any statements against the Transaction, any of the transactions contemplated by the Investment Agreement, or any aspect thereof and to not bring, or threaten to bring, any suits, actions or proceedings (including, for greater certainty, to any Governmental Entity) for the purpose of, or which has, or may reasonably be expected to have, the effect of, (x) resulting in any of the conditions to the Transaction Parties' obligations set forth in the Investment Agreement not being satisfied, and/or (y) directly or indirectly frustrating, stopping, preventing, impeding, delaying or varying the Transaction or any of the transactions contemplated by the Investment Agreement.

3.3 Until the termination of this Agreement pursuant to Sections 6.1 or 6.2, the Company agrees to recognize any proxy granted in accordance with the terms of this Agreement at every securityholder meeting, including the Company Meeting (and at every adjournment or postponement thereof). The Company agrees not to recognize, register or give effect to any transfer in violation of this Agreement.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE HOLDER**

- 4.1 The Holder represents and warrants to the Transaction Parties as follows and acknowledges that the Transaction Parties are relying upon these representations and warranties in connection with the entering into of this Agreement and the Investment Agreement:
- (a) if the Holder is an individual, the Holder has all necessary power, authority, capacity and right to enter into this Agreement and to perform the Holder's obligations hereunder;
  - (b) if the Holder is not an individual, the Holder is validly subsisting under the laws of its jurisdiction of formation and has the requisite power and authority to enter into this Agreement and to perform the Holder's obligations hereunder;
  - (c) this Agreement has been duly executed and delivered by the Holder and, assuming the due authorization, execution and delivery by the Transaction Parties, constitutes a legal, valid and binding obligation, enforceable by each of the Transaction Parties against the Holder in accordance with its terms, subject however, to limitations

imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;

- (d) the Holder is either (i) the holder of record and/or (ii) the beneficial owner exercising control and direction over (but not the holder of record of), the Subject Securities as listed in Schedule A;
- (e) the Holder has the sole right to vote all the Subject Securities and has not previously granted or agreed to grant any power of attorney or proxy (other than pursuant to this Agreement) or other right to vote any of the Subject Securities in respect of any meeting of Company securityholders which is currently in force, and has not entered into a voting trust, vote pooling or other agreement with respect to the Holder's right to vote, call meetings of Company securityholders or give consents or approvals of any kind as to the Subject Securities;
- (f) the Subject Securities are the only securities of the Company owned, directly or indirectly, or over which control or direction is exercised, by the Holder and the Holder has no agreement or option, or right or privilege (whether by Law, preemptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Holder of additional securities of the Company; and
- (g) [*Intentionally Deleted*]
- (h) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Holder, threatened against the Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform the obligations hereunder and there is no judgment, decree or order against such Holder that would adversely affect in any manner the ability of the Holder to enter into this Agreement and to perform its obligations hereunder.

## **ARTICLE 5**

### **REPRESENTATIONS AND WARRANTIES OF THE TRANSACTION PARTIES**

- 5.1 Each of the Transaction Parties represents and warrants, each with respect solely to itself and neither with respect to the other Transaction Party nor jointly with the other Transaction Party, to the Holder as follows and acknowledges that the Holder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:
- (a) such Transaction Party is validly subsisting under the laws of its jurisdiction of incorporation or formation and has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder;
  - (b) this Agreement has been duly executed and delivered by such Transaction Party and, assuming the due authorization, execution and delivery by the Holder,

constitutes a legal, valid and binding obligation, enforceable by the Holder against such Transaction Party in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;

- (c) the consummation by such Transaction Party of the transactions contemplated hereby will not constitute a violation of, a default under, or conflict with, any contract, commitment, agreement, arrangement, understanding or restriction of any kind to which such Transaction Party is a party or by which such Transaction Party is bound; and
- (d) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of such Transaction Party, threatened against such Transaction Party or its affiliates that would adversely affect in any manner the ability of such Transaction Party to enter into this Agreement and to perform its obligations hereunder and there is no judgment, decree or order against such Transaction Party that would adversely affect in any manner the ability of such Transaction Party to enter into this Agreement and to perform its obligations hereunder.

## **ARTICLE 6 TERMINATION**

- 6.1 This Agreement shall automatically terminate upon the earlier of:
  - (a) the date on which the Investment Agreement terminates or is terminated in accordance with its terms; and
  - (b) the Closing.
- 6.2 This Agreement may also be terminated by the mutual agreement of each of the Transaction Parties and the Holder.
- 6.3 In the case of termination of this Agreement pursuant to Section 6.1 or 6.2, this Agreement shall terminate and be of no further force or effect. Notwithstanding anything else contained herein, if this Agreement is terminated other than in accordance with Section 6.1(b), such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination. The Holder shall be entitled to withdraw any form of proxy or voting instruction form in the event this Agreement is duly terminated in accordance with this Article 6.

**ARTICLE 7  
GENERAL**

- 7.1 The Holder, the Company and the Investor shall, from time to time, promptly execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require to effectively carry out the intent of this Agreement.
- 7.2 This Agreement shall not be assignable by any party without the prior written consent of the other parties. This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors and permitted assigns.
- 7.3 Any notice or other communication required or permitted to be given hereunder shall be sufficiently given if in writing, delivered or sent by e-mail:

- (a) in the case of the Holder, at the address set forth in Schedule A hereto;
- (b) in the case of the Company:

The Westaim Corporation  
70 York Street, Suite 1700  
Toronto, Ontario  
Canada M5J 1S9

Attention: Lisa Mazzocco  
E-mail: [REDACTED]

with a copy to:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, New York 10019-6099

Attention: Robert B. Stebbins; Sean M. Ewen; Larissa R. Marcellino; Hugh J. McLaughlin  
Email: [REDACTED]

and

Stikeman Elliott LLP  
199 Bay Street, Suite 5300, Commerce Court West  
Toronto, ON, Canada  
M5L 1B9

Attention: Daniel Borlack  
Email: [REDACTED]

and

Dentons Canada LLP  
77 King Street West, Suite 400  
Toronto, ON, Canada  
M5K 0A1

Attention: Ora Wexler  
Email: [REDACTED]

(c) in the case of the Investor:

c/o CC Capital Management, LLC  
200 Park Avenue  
New York, New York 10166

Attention: Chinh Chu  
Email: [REDACTED]

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP  
One Manhattan West  
New York, New York 10001-8602

Attention: Todd Freed & Patrick Lewis  
Email: [REDACTED]

and

Blake, Cassels & Graydon LLP  
199 Bay Street, Suite 4000, Commerce Court West  
Toronto, ON, Canada  
M5L 1A9

Attention: Jeff Lloyd  
Email: [REDACTED]

(d) at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section,

and if so given shall be deemed to have been received on the date of such delivery or sending if delivered or sent during normal business hours on a Business Day in the place of receipt (or otherwise on the next following Business Day).

7.4 This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws

of Canada applicable therein and each of the parties irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

- 7.5 Notwithstanding any other provision of this Agreement, the Transaction Parties hereby agree and acknowledge that the Holder is bound hereunder solely in the Holder's capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Holder in the Holder's capacity as a director or officer of the Company, if applicable. Nothing herein shall restrict or limit the actions of any director or officer taken in the discharge of such person's fiduciary or other legal duties as a director or officer of the Company or any of its Subsidiaries. For greater certainty, nothing herein shall restrict any Holder from taking any actions, or in any way limit any actions that the Holder may take, necessary to discharge such Holder's fiduciary or other legal duties as a director or officer of the Company or any of its Subsidiaries.
- 7.6 Each of the parties hereto agrees with the others that: (a) monetary damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (b) in addition to any other remedies at law or in equity that a party may have, such party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to any other remedies available to the party, in the event of any breach of the provisions of this Agreement; and (c) any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with such remedy. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be deemed to be exclusive remedies for the breach of this Agreement but shall be in addition to all other remedies at law or in equity.
- 7.7 This Agreement constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties with respect to the subject matter hereof.
- 7.8 No modification, amendment, waiver or alteration of this Agreement or of any provision of this Agreement shall be binding on any party unless consented to in writing by all parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.
- 7.9 Each of the parties shall pay its out of pocket and other expenses incurred in connection with the preparation, execution and delivery of this Agreement and transactions contemplated hereby.
- 7.10 The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the parties, and no Person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.
- 7.11 Any provision of this Agreement that is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of

the remaining provisions hereof, and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal or unenforceable in a particular jurisdiction, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

- 7.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed electronic copy of this Agreement, and such executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.
- 7.13 The parties hereto confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, soient rédigés en anglais seulement.*

*[Signature Page Follows]*

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**WEMBLEY GROUP PARTNERS, LP,**  
by its general partner, **WEMBLEY**  
**GROUP PARTNERS GP, LLC**

By: (signed) "Chinh Chu"  
Name: Chinh Chu  
Title: Authorized Signatory

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**WEMBLEY GROUP PARTNERS, LP**

By: \_\_\_\_\_  
Name:  
Title:

**THE WESTAIM CORPORATION**

By: (signed) "J. Cameron MacDonald"  
Name: J. Cameron MacDonald  
Title:

**AS THE HOLDER:**

**GOODWOOD FUND**

By: (signed) "Peter Puccetti"  
Name: Peter Puccetti  
Authorized Signatory

**SCHEDULE A TO THE VOTING AND SUPPORT AGREEMENT  
OWNERSHIP OR CONTROL/DIRECTION OF SUBJECT SECURITIES**

<b>Name</b>	<b>Address</b>	<b>Type of Subject Securities</b>	<b>Ownership of Subject Securities</b>
Peter Puccetti		402,997 Common Shares	Owned of Record

Details of whether the Subject Securities are owned of record or beneficially or otherwise controlled or directed are to be included.