

ARRANGEMENT AGREEMENT

10465127 CANADA INC.

- and -

CCCC INTERNATIONAL HOLDING LIMITED

- and -

AECON GROUP INC.

October 26th, 2017

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ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of October 26th, 2017,

AMONG:

**CCCC INTERNATIONAL HOLDING
LIMITED,**
a limited liability company existing under the laws
of Hong Kong

(the "**Parent**")

- and -

10465127 CANADA INC.,
a corporation existing under the laws of Canada

(the "**Purchaser**")

- and -

AECON GROUP INC.,
a corporation existing under the laws of Canada

(the "**Company**")

WHEREAS the Purchaser wishes to acquire all of the issued and outstanding common shares of the Company in exchange for cash;

AND WHEREAS the Special Committee has unanimously determined that the Arrangement is fair to the Company Shareholders and in the best interests of the Company and recommended to the Board that the Board approve this Agreement and the Arrangement, and recommend that the Company Shareholders vote in favour of the Arrangement;

AND WHEREAS the Board has unanimously determined that the Arrangement is fair to the Company Shareholders and in the best interests of the Company, and has resolved to recommend that the Company Shareholders vote in favour of the Arrangement;

AND WHEREAS the Parties intend to carry out the transactions contemplated herein by way of a plan of arrangement under the provisions of the CBCA;

AND WHEREAS the Purchaser has entered into support and voting agreements with all of the directors and executive officers of the Company, pursuant to which, among other things, such directors and executive officers have agreed to vote all of the Common Shares held by them in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in such agreements;

AND WHEREAS the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transactions herein provided for.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"Acquisition Proposal" means, other than the transactions contemplated by this Agreement and any transaction involving only the Company and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons other than the Parent, the Purchaser or one or more of their affiliates relating to: (i) any direct or indirect sale, disposition or joint venture (or any lease, long-term supply agreement, licence or other arrangement having the same economic effect as a sale), of assets of the Company or any of its Subsidiaries (including any voting or equity securities of any of the Company's Subsidiaries) representing 20% or more of the consolidated assets, or contributing 20% or more of the consolidated revenue or earnings, of the Company and its Subsidiaries taken as whole (in each case based on the consolidated financial statements of the Company most recently filed on SEDAR prior to such offer, proposal or inquiry), or (ii) any direct or indirect acquisition by any such Person or group of Persons acting jointly or in concert with such Person within the meaning of Securities Laws, of voting or equity securities (including securities convertible into or exercisable or exchangeable for voting or equity securities) representing, when taken together with the voting or equity securities of the Company (including securities convertible into or exercisable or exchangeable for voting or equity securities) held by any such Person or group of Persons acting jointly or in concert with such Person, 20% or more of any class of voting or equity securities of the Company (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for voting or equity securities of the Company), in either case of (i) or (ii), whether by way of take-over bid, tender offer, exchange offer, treasury issuance, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, share or asset purchase, joint venture, liquidation, dissolution, winding up or other transaction involving the Company or any of its Subsidiaries, and whether in a single transaction or a series of related transactions.

"Agreement" means this arrangement agreement, including all schedules annexed hereto, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Anti-Corruption Laws" has the meaning specified in Paragraph 39(a) of Schedule C.

"Arrangement" means an arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"Arrangement Resolution" means the special resolution approving the Plan of Arrangement to be considered at the Company Meeting, substantially in the form of Schedule B.

"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 the Plan of Arrangement and otherwise be in a form satisfactory to the Company and the Purchaser, each acting reasonably.

"Authorization" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"Base Premium" has the meaning specified in Section 4.9(a).

"Board" means the board of directors of the Company as constituted from time to time.

"Board Recommendation" has the meaning specified in Section 2.4(b).

"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, Hong Kong, or Beijing, People's Republic of China.

"CBCA" means the *Canada Business Corporations Act*.

"Certificate of Arrangement" means the certificate of arrangement to be issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"Change in Recommendation" has the meaning specified in Section 7.2(a)(iv)(B).

"Closing" has the meaning specific in Section 2.8(b).

"Collective Agreements" means all collective bargaining agreements, union agreements, project labour agreements and similar Contracts currently applicable to the Company and/or any of its Subsidiaries which impose any obligations upon the Company and/or any of its Subsidiaries.

"Commissioner of Competition" means the Commissioner of Competition under the Competition Act.

"Common Shares" means common shares in the capital of the Company.

"**Company**" has the meaning specified in the preamble.

"**Company Assets**" means all of the assets, properties (real or personal), permits, rights, licences or other privileges (whether contractual or otherwise) of the Company and its Subsidiaries.

"**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, among others, the Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Company Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Company to the Purchaser with this Agreement.

"**Company DSU Plan**" means the Company's deferred share unit plan for non-employee directors effective as of August 11, 2014, as described in Schedule 1.1(a) of the Company Disclosure Letter.

"**Company DSUs**" means the outstanding deferred share units issued pursuant to the Company DSU Plan or the Company LTIP Plans.

"**Company Employees**" means all officers and employees of the Company and its Subsidiaries, including unionized, non-unionized, part-time, full-time, active and inactive employees.

"**Company Equity Awards**" means the Company Options, Company DSUs and Company RSUs issued pursuant to the Company Stock Option Plan, the Company DSU Plan and the Company LTIP Plans, as applicable.

"**Company Filings**" means all documents publicly filed under the profile of the Company on SEDAR since December 31, 2015.

"**Company LTIP Plans**" means the Company's (i) Long-Term Incentive Plan dated January 1, 2005 (ii) Long-Term Incentive Plan dated August 11, 2014 and (iii) Long-Term Incentive Plan dated March 2017, each as described in Schedule 1.1(a) of the Company Disclosure Letter.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of this 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 Optionholders**" means the holders of Company Options.

"Company Options" means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plan, as listed in Schedule 3.1(6)(b) of the Company Disclosure Letter.

"Company RSUs" means the outstanding restricted share units issued pursuant to the Company LTIP Plans.

"Company Shareholders" means the registered or beneficial holders of the Common Shares, as the context requires.

"Company Stock Option Plan" means the Company's Stock Option Plan dated May 1, 2005, as amended and re-adopted on May 7, 2013, as described in Schedule 1.1(a) of the Company Disclosure Letter.

"Competition Act" means the *Competition Act* (Canada).

"Competition Act Approval" means, with respect to the transactions contemplated by this Agreement, (i) the issuance to the Purchaser of an advance ruling certificate by the Commissioner of Competition under subsection 102(1) of the Competition Act to the effect that the Commissioner of Competition is satisfied that he would not have sufficient grounds upon which to apply to the Competition Tribunal for an order under section 92 of the Competition Act with respect to the transactions contemplated by this Agreement; (ii) the waiting period, including any extension of such waiting period, under section 123 of the Competition Act shall have expired or been terminated; or (iii) the obligation to provide a pre-merger notification in accordance with Part IX of the Competition Act shall have been waived in accordance with paragraph 113(c) of the Competition Act and the Commissioner of Competition shall have issued a No-Action Letter.

"Confidentiality Agreements" means the confidentiality agreement dated July 7, 2017 between China Communications Construction (USA), Inc. and the Company and the confidentiality agreement dated July 7, 2017 between Parent and the Company.

"Consideration" means the consideration to be received by the Company Shareholders pursuant to the Plan of Arrangement consisting of \$20.37 for each Common Share, subject to adjustment in the manner and in the circumstances contemplated in Section 2.11 of the Agreement.

"Constating Documents" means articles and notice of articles, articles of incorporation, amalgamation, or continuation, as applicable, by-laws and all amendments to such articles or by-laws.

"Contract" means any legally binding agreement, commitment, engagement, contract, franchise, licence, lease, obligation or undertaking (written or oral) to which the Company or any of its Subsidiaries or, where specifically referred to, any Joint Venture, is a party or by which the Company or any of its Subsidiaries or, where specifically referred to, any Joint Venture, is bound or to which any of their respective properties or assets is subject.

"Convertible Debentures" means the 5.50% convertible unsecured subordinated debentures due December 31, 2018 of the Company issued pursuant to the Indenture.

"Court" means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

"Data Room" means the material contained in the virtual data room established by the Company, as at 5:00 p.m. on October 24, 2017, the index of documents of which is appended to the Company Disclosure Letter.

"Depository" means such Person as the Purchaser may appoint to act as depository for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

"Director" means the Director appointed pursuant to section 260 of the CBCA.

"Director of Investments" means the Director of Investments appointed under section 6 of the Investment Canada Act.

"Dissent Rights" means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

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

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

"Employee Plans" means all health, welfare, supplemental unemployment benefit, bonus, profit sharing, option, stock appreciation, savings, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation or any other share or equity-based compensation, disability, pension or supplemental retirement plans and other employee or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of directors or former directors of the Company or any of its Subsidiaries, Company Employees or former Company Employees, or any dependants or beneficiaries of such directors, Company Employees or former Company Employees, which are maintained by or binding upon the Company or any of its Subsidiaries or in respect of which the Company or any of its Subsidiaries has any actual or potential liability or obligations. Notwithstanding the foregoing, "Employee Plans" shall not include any Multi-Employer Plans.

"Employee Share Purchase Program" means the Employees Share Purchase Plan of Aecon Construction Group Inc. and participating affiliates, a copy of which has been included in the Data Room.

"Environmental Laws" means all Laws relating to worker health and safety, pollution, protection of the natural environment or any species that might make use of it or the generation, production, import, export, use, storage, treatment, transportation, disposal or

Release of Hazardous Substances, including under common law, and all Authorizations issued pursuant to such Laws.

"**executive officer**" has the meaning specified in National Instrument 51-102 – *Continuous Disclosure Obligations* of the Securities Authorities.

"**Fairness Opinions**" means an opinion of each of the Financial Advisors to the effect that, as of the date of such opinion, the Consideration to be received by the Company Shareholders is fair, from a financial point of view, to such holders.

"**Final Order**" means the final order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended 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 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.

"**Financial Advisors**" means BMO Nesbitt Burns Inc. and TD Securities Inc.

"**Government Official**" means any official, employee, or representative of any Governmental Entity or public international organization, any political party or employee thereof, or any candidate for political office.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent, authority or representative of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"**Hazardous Substances**" means any substance that is (i) defined, regulated or prohibited or (ii) classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant, under or pursuant to any applicable Environmental Laws.

"**ICA Approval**" means: (i) the Purchaser shall have received written evidence from the responsible Minister under the Investment Canada Act that the Minister is satisfied or deemed to have been satisfied that the transactions contemplated by this Agreement are likely to be of net benefit to Canada pursuant to the Investment Canada Act; and (ii) the responsible Minister under the Investment Canada Act has not sent to the Purchaser a notice under subsection 25.2(1) of the Investment Canada Act and the Governor in Council has not made an order under subsection 25.3(1) of the Investment Canada Act in relation to the transactions contemplated by this Agreement or, if such a notice has been sent or such an order has been made, the Purchaser has subsequently received (A) a notice under paragraph 25.2(4)(a) of the Investment Canada Act indicating that a review of the transactions contemplated by this Agreement on grounds of national security will

not be made, (B) a notice under paragraph 25.3(6)(b) of the Investment Canada Act indicating that no further action will be taken in respect of the transactions contemplated by this Agreement or (C) a copy of an order under paragraph 25.4(1)(b) authorizing the transactions contemplated by this Agreement.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**Indenture**" means that certain Second Supplemental Indenture made as of November 27, 2013 to the Trust Indenture dated September 29, 2009 between the Company and Computershare Trust Company of Canada, as trustee.

"**Intellectual Property**" means domestic and foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, schematics, formulae and customer lists, and documentation relating to any of the foregoing; (iii) copyrights, copyright registrations and applications for copyright registration; (iv) mask works, mask work registrations and applications for mask work registrations; (v) designs, design registrations, design registration applications and integrated circuit topographies; (vi) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trade-marks, trade-mark registrations, trade mark applications, trade dress and logos, and the goodwill associated with any of the foregoing; (vii) Software; and (viii) any other intellectual property and industrial property.

"**Interim Order**" means the interim order of the Court made pursuant to section 192 of the CBCA 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 by the Court with the consent of the Company and the Purchaser, each acting reasonably.

"**Investment Canada Act**" means the *Investment Canada Act* (Canada).

"**Joint Ventures**" means a joint venture, partnership or other similar arrangement, whether in corporate, partnership, contractual or other legal form, in which the Company directly or indirectly holds voting shares, equity interests or other rights of participation but which is not a Subsidiary of the Company, and any Subsidiary of any such entity.

"**Key Regulatory Approvals**" means the approvals listed on Schedule E.

"**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, notice, judgment, 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.

"Leased Premises" means all real property that is leased, subleased, licensed or otherwise occupied by the Company or any of its Subsidiaries pursuant to a Real Property Lease.

"Legal Proceedings" has the meaning specified in Section 8.11(d).

"Lien" means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

"Matching Period" has the meaning specified in Section 5.4(a)(iii).

"Material Adverse Effect" means any change, event, occurrence, effect, state of facts, or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition or liabilities (contingent or otherwise) of the Company and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, or circumstance resulting from or arising in connection with:

- (a) any change or development generally affecting the industries or segments in which the Company and its Subsidiaries operate or carry on their business;
- (b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, securities or capital markets in Canada, the United States or in global financial or capital markets;
- (c) any adoption, proposal, implementation or change in Law or any interpretation of Law by any Governmental Entity;
- (d) any change in IFRS or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business;
- (e) any hurricane, flood, tornado, earthquake or other natural disaster or man-made disaster;
- (f) the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;
- (g) any change in the market price or trading volume of any securities of the Company (provided, however, that the causes underlying such change may be considered to determine whether such change constitutes a Material Adverse Effect);

- (h) the failure of the Company to meet any internal or published projections, forecasts, guidance or estimates of revenues, earnings or cash flow for any period ending on or after the date of this Agreement (provided, however, that the causes underlying such failure may be considered to determine whether such failure constitutes a Material Adverse Effect);
- (i) any matter expressly disclosed in the Company Disclosure Letter (it being understood that any change relating to any matter disclosed in the Company Disclosure Letter may be taken into account in determining whether a Material Adverse Effect has occurred);
- (j) the announcement of this Agreement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Company or any of its Subsidiaries with any of its current or prospective employees, customers, shareholders, distributors, suppliers, counterparties, insurance underwriters, partners or Joint Ventures (including, for greater certainty, the termination of any Material Contract listed in Schedule 1.1 - "Material Adverse Effect" of the Company Disclosure Letter as a result of the failure by Parent to obtain a parent guarantee if required in order to prevent triggering any rights of first refusal or first offer, change in control provision or other restriction or limitation under any such Material Contract); or
- (k) any action taken (or omitted to be taken) by the Company or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is consented to by the Purchaser in writing,

provided, however, (i) if any change, event, occurrence, effect, state of facts, or circumstance referred to in clauses (a) through to and including (f) above has a materially disproportionate effect on the Company and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company or any of its Subsidiaries operate, such effect may be taken into account in determining whether a Material Adverse Effect has occurred; and (ii) that references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred.

"Material Contract" means any Contract: (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect; (ii) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money (in each case whether incurred, assumed, guaranteed or secured by any asset) in excess of \$■, excluding guarantees or intercompany liabilities or obligations between two or more wholly-owned Subsidiaries of the Company or between the Company and one or more of its wholly-owned Subsidiaries; (iii) restricting, or which may in the future restrict, the incurrence of indebtedness by the Company or any of its Subsidiaries (including by requiring the granting of an equal and rateable Lien) or the incurrence of any Liens on any properties or assets of the Company or any of its Subsidiaries, or restricting, or which may in the future restrict, the payment of dividends

by the Company or any of its Subsidiaries; (iv) providing for the establishment, investment in, organization, formation, or governance of any Joint Venture, limited liability company or partnership that has executed a Contract with a value in excess of \$■ (contract value); (v) that creates an exclusive dealing arrangement or right of first offer or refusal over assets that are material to the Company and its Subsidiaries, taken as a whole, to the benefit of a third party, other than industry standard agreements entered into in the Ordinary Course; (vi) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds \$■; (vii) that limits or restricts in any material respect the ability of the Company or any Subsidiary or Joint Venture to engage in any line of business or carry on business in any geographic area, or the scope of Persons to whom the Company or any of its Subsidiaries may sell products or deliver services; (viii) that will require (A) consent from any Person or (B) a guarantee to be provided by the Purchaser or any Person that controls the Purchaser, in each case in connection with the completion of the transactions contemplated herein where the termination of such Contract would have a material adverse impact on the Company's business, (viii) each of the Contracts listed in Schedule 3.1(22)(a) of the Company Disclosure Letter; (ix) that constitutes a hedge contract, futures contract, swap contract, option contract or similar derivative Contract in the amount of \$■ or more; (x) under which the Company or any of its subsidiaries is obligated to make or expects to receive payments in excess of \$■ over the remaining term; (xi) that is a material Real Property Lease; or (xii) that constitutes an amendment, supplement or modification in respect of any of the foregoing.

"**Material Subsidiaries**" has the meaning specified in Paragraph 8(c) of Schedule C.

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

"**Money Laundering Laws**" has the meaning specified in Paragraph 36(c) of Schedule C.

"**Multi-Employer Plan**" means a plan, agreement or arrangement that applies to or permits participation by employers that are not affiliates or Subsidiaries of the Company, including any "multi-employer pension plan" as that term is defined in subsection 1(1) of the *Pension Benefits Act* (Ontario) or an equivalent plan under pension standards legislation of another applicable Canadian jurisdiction and any "multi-employer plan" as that term is defined in subsection 8500(1) of the *Income Tax Regulations* (Canada).

"**NDRC Approval**" means the approval required to be obtained from the National Development and Reform Commission in the People's Republic of China in order for the Parent and the Purchaser to complete the transactions contemplated by this Agreement.

"**No-Action Letter**" means written confirmation from the Commissioner of Competition confirming that the Commissioner of Competition does not, at that time, intend to make an application under section 92 of the Competition Act in respect of the transactions contemplated by this Agreement.

"**Notice**" has the meaning specified in Section 8.4.

"**officer**" has the meaning specified in the *Securities Act* (Ontario).

"**OHSL**" has the meaning specified in Paragraph 28(g) of Schedule C.

"**Ordinary Course**" means, with respect to an action taken by a Party or its Subsidiary, that such action is consistent with the past practices of such Party or such Subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary.

"**Outside Date**" means February 23, 2018, subject to the right of either the Purchaser or the Company to postpone the Outside Date for up to an additional 140 days (in increments of at least 35 days, as specified by the postponing party) if one or more of the Key Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by February 23, 2018 and none of such remaining Key Regulatory Approvals has been denied by a non-appealable decision of a Governmental Entity, by giving written notice to the other Parties to such effect no later than 5:00 p.m. (Toronto time) on the date that is not less than five days prior to the original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties; provided that, notwithstanding the foregoing, (a) a Party shall not be permitted to postpone the Outside Date if the failure to obtain a Key Regulatory Approval is the result of such Party's deliberate breach of its obligations under this Agreement with respect to obtaining such Key Regulatory Approval, and (b) in the aggregate such postponements shall not exceed 140 days from the original Outside Date.

"**Owned Real Property**" means the real property and improvements thereon owned by the Corporation or any of its Subsidiaries as described in Schedule 1.1(b) of the Company Disclosure Letter.

"**Parent**" has the meaning specified in the preamble.

"**Parties**" means the Company, the Purchaser and the Parent, and "**Party**" means any one of them.

"**Permitted Distributions**" means (i) Permitted Dividends, and (ii) with respect to the Company's non-wholly owned Subsidiaries, any dividend or other distribution made on a *pro rata* basis to all holders of equity interests in such Person in the ordinary course of the normal day-to-day operations of the business of such Person.

"**Permitted Dividends**" means regular quarterly dividends to Company Shareholders not in excess of \$0.125 in cash per Common Share.

"Permitted Liens" means, in respect of the Company or any of its Subsidiaries, any one or more of the following:

- (a) Liens or deposits for Taxes or charges for electricity, gas, power, water and other utilities which are not yet due or delinquent or which are being contested in good faith by appropriate proceedings and in respect of which the applicable Governmental Entities are prevented from taking collection action during the valid contest of such amounts;
- (b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Company Assets, provided that such Liens are related to obligations not yet due or delinquent, are not registered against title to any Company Assets and in respect of which adequate holdbacks are being maintained as required by applicable Law;
- (c) municipal by-laws, regulations, ordinances, zoning law, building or land use restrictions and other limitations imposed by any Governmental Entity having jurisdiction over real property and any other restrictions affecting or controlling the use, marketability or development of real property imposed by any Governmental Entity having jurisdiction over real property;
- (d) customary rights of general application reserved to or vested in any Governmental Entity to control or regulate any interest in the facilities in which the Company or any of its Subsidiaries conduct their business, provided that such Liens, encumbrances, exceptions, agreements, restrictions, limitations, contracts and rights (i) were not incurred in connection with any indebtedness, and (ii) do not, individually or in the aggregate, have a material adverse effect on the value or materially impair or add material cost to the use of the subject property;
- (e) Liens incurred, created and granted in the Ordinary Course to a public utility, municipality or Governmental Entity in connection with operations conducted with respect to the Company Assets in the Ordinary Course, but only to the extent those Liens relate to costs and expenses for which payment is not yet due or delinquent;
- (f) any minor encroachments by any structure located on the Real Property onto any adjoining lands and any minor encroachment by any structure located on adjoining lands onto the Real Property that do not materially adversely impact the use in the Ordinary Course of the Company Assets affected thereby as they are being used on the date of this Agreement;
- (g) easements, rights of way, restrictions, restrictive covenants, servitudes and similar rights in land including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables, that do not materially adversely impact the use in the Ordinary Course of the

Company Assets affected thereby as they are being used on the date of this Agreement;

- (h) any reservations, exceptions, limitations, provisos and conditions contained in the original Crown grant or patent (including, without limitation, the reservation of any mines and minerals in the Crown or in any other Person), as same may be varied by statute;
- (i) any Liens in connection with (i) credit, loan or other financing Contracts that have been disclosed in the Data Room, or (ii) any such Contracts entered into after the date hereof in compliance with this Agreement;
- (j) minor imperfections or irregularities of title that do not, individually or in the aggregate, materially detract from the value or materially adversely impact the use in the Ordinary Course of the Company Assets affected thereby as they are being used on the date of this Agreement;
- (k) any Liens, other than those described above, that are (i) registered as of the date hereof against title to the Real Property comprising Company Assets in the applicable land registry offices, or (ii) registered, as of the date hereof, against the Company Assets in a public personal property registry, or similar registry systems; and
- (l) Liens listed and described in Schedule 1.1(c) of the Company Disclosure Letter.

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

"Plan of Arrangement" means the plan of arrangement, substantially in the form of Schedule A, subject to any amendments or variations to such plan made in accordance with Section 8.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"Pre-Acquisition Reorganization" has the meaning specified in Section 4.6.

"Process Agent" has the meaning specified in Section 8.11(e).

"Purchaser" has the meaning specified in the preamble.

"Real Property" means the Owned Real Property and the Leased Premises.

"Real Property Lease" means any lease, sublease, license, occupancy agreement or other agreement with respect to any real property leased or licensed by the Company or any of its Subsidiaries.

"Regulatory Approval" means any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required in connection with the Arrangement, including the Key Regulatory Approvals.

"Release" has the meaning prescribed in any Environmental Law and includes any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into the environment.

"Representative" has the meaning specified in Section 5.1(a).

"Required Approval" has the meaning specified in Section 2.2(b).

"Reverse Termination Amount" has the meaning specified in Section 8.2(d).

"Revolving Credit Facility" means the Fourth Amended and Restated Credit Agreement dated March 23, 2015 among the Company and certain Subsidiaries of the Company, as borrowers, The Toronto-Dominion Bank as administrative agent, and the lenders named therein, as amended by the First Amendment dated June 16, 2015, as amended by the Second Amendment dated November 2, 2016 and as further amended by the Third Amendment dated September 28, 2017, as may be further amended or restated from time to time.

"Securities Authorities" means the Ontario Securities Commission and any other applicable securities commission or securities regulatory authority of a province or territory of Canada.

"Securities Laws" means the *Securities Act* (Ontario) and any other applicable Canadian securities laws, rules and regulations and published policies thereunder.

"SEDAR" means the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities.

"Software" means computer software and programs (both source code and object code form), all proprietary rights in the computer software and programs and all documentation and other materials related to the computer software and programs.

"Special Committee" means the special committee of independent members of the Board formed in relation to the proposal to effect the transactions contemplated by this Agreement.

"Superior Proposal" means any *bona fide* written Acquisition Proposal from a Person or group of Persons at arm's length to the Company to acquire not less than all of the outstanding Common Shares or all or substantially all of the assets of the Company on a consolidated basis that: (i) did not result from or involve a breach of Article 5, (ii) is

reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal; (iii) is not subject to any financing contingency and in respect of which, to the satisfaction of the Board, acting in good faith, adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Common Shares or assets, as the case may be; (iv) is not subject to any due diligence or access condition; and (v) the Board determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal would, if consummated in accordance with its terms (but without assuming away any risk of non-completion), result in a transaction which is more favourable, from a financial point of view, to the Company Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to Section 5.4(b)).

"**Superior Proposal Notice**" has the meaning specified in Section 5.4(a)(ii).

"**Support and Voting Agreements**" means each of the support and voting agreements dated the date hereof between the Parent, the Purchaser and each of the directors and executive officers of the Company, substantially in the form of Schedule F.

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of

being a transferee or successor in interest to any party, and in each case, whether disputed or not.

"**Termination Amount**" has the meaning specified in Section 8.2.

"**Termination Amount Event**" has the meaning specified in Section 8.2.

"**TSX**" means the Toronto Stock Exchange.

"**U.S. Exchange Act**" means the *Securities Exchange Act* of 1934 of the United States of America.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

- (a) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Currency.** All references to dollars or to \$ are references to Canadian dollars, unless otherwise specified.
- (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 and References, etc.** The words "including", "includes" and "include" mean "including (or includes or include) without limitation," and "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." 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 Agreement. The term "Agreement" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated and includes all schedules to it. The term "**made available**" means copies of the subject materials were included in the Data Room.
- (e) **Capitalized Terms.** All capitalized terms used in any Schedule or in the Company Disclosure Letter have the meanings ascribed to them in this Agreement.
- (f) **Knowledge.** Where any representation or warranty is expressly qualified by reference to the knowledge of the Company, it is deemed to refer to the actual knowledge of John M. Beck, the President and Chief Executive Officer, David Smales, Executive Vice President and Chief Financial Officer and Yonni

Fushman, the Executive Vice President, Chief Legal Officer and Secretary. The Company confirms that it and such officers and directors have made reasonable inquiries of such Persons as they consider necessary as to the matters that are the subject of the representations and warranties.

- (g) **Accounting Terms.** Unless otherwise specified herein, all accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of the Company required to be made shall be made in a manner consistent with IFRS.
- (h) **Statutes.** Any reference to a 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 or re-enacted, unless stated otherwise.
- (i) **Computation of Time.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. 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.
- (j) **Time References.** References to time are to local time, Toronto, Ontario.
- (k) **Affiliates and Subsidiaries.** For the purpose of this Agreement, a Person is an "affiliate" of another Person if one of them is a Subsidiary of the other or each one of them is controlled, directly or indirectly, by the same Person. A "Subsidiary" means a Person that is controlled directly or indirectly by another Person and includes a Subsidiary of that Subsidiary. A Person is considered to "control" another Person if: (i) the first Person beneficially owns or directly or indirectly exercises control or direction over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation, or (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than 50% of the interests of the partnership, or (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person.

1.3 Schedules

(a) The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

(b) The Company Disclosure Letter itself and all information contained in it is confidential information and may not be disclosed unless (i) it is required to be disclosed pursuant to Law unless such Law permits the Parties to refrain from disclosing the information for confidentiality or other purposes, or (ii) a Party, acting reasonably and in good faith, needs to disclose it in order to enforce or exercise its rights under this Agreement.

ARTICLE 2
THE ARRANGEMENT

2.1 **Arrangement**

The Company and the Purchaser agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement.

2.2 **Interim Order**

As soon as reasonably practicable after the date of this Agreement, the Company shall apply in a manner reasonably acceptable to the Purchaser pursuant to section 192 of the CBCA and, in cooperation with the Purchaser, prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

- (a) for the classes of persons to whom notice is to be provided in respect of the Arrangement and the Company Meeting and for the manner in which such notice is to be provided;
- (b) that the required level of approval (the "**Required Approval**") for the Arrangement Resolution shall be (i) two-thirds of the votes cast on the Arrangement Resolution by Company Shareholders present in person or by proxy at the Company Meeting, and (ii) if, and to the extent required, a majority of the votes cast on such resolution by Company Shareholders present in person or by proxy at the Company Meeting excluding for this purpose votes attached to Common Shares held by Persons described in items (a) through (d) of section 8.1(2) of MI 61-101;
- (c) for the grant of the Dissent Rights only to those Company Shareholders who are registered Company Shareholders as contemplated in the Plan of Arrangement;
- (d) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (e) that the Company Meeting may be adjourned or postponed from time to time by the Company in accordance with the terms of this Agreement without the need for additional approval of the Court;
- (f) confirmation of the record date for the purposes of determining the Company Shareholders entitled to notice of and to vote at the Company Meeting in accordance with the Interim Order;
- (g) that the record date for the Company Shareholders entitled to notice of and to vote at the Company Meeting will not change in respect of any adjournment(s) of the Company Meeting, unless required by applicable Laws;

- (h) that, in all other respects, the terms, restrictions and conditions of the Company's Constatng Documents, including quorum requirements and all other matters, shall apply in respect of the Company Meeting; and
- (i) for such other matters as the Purchaser or the Company may reasonably require, subject to obtaining the prior consent of the other, such consent not to be unreasonably withheld, conditioned or delayed.

2.3 The Company Meeting

Subject to the terms of this Agreement and (other than Section 2.3(a)) the receipt of the Interim Order, the Company shall:

- (a) in consultation with Purchaser, fix and publish a record date for the purposes of determining Company Shareholders entitled to receive notice of and vote at the Company Meeting, such record date to be as soon as practicable following the date hereof;
- (b) convene and conduct the Company Meeting in accordance with the Interim Order, the Company's Constatng Documents and Law as soon as reasonably practicable, and in any event on or before January 4, 2018, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Purchaser, except:
 - (i) as required for quorum purposes (in which case the Company Meeting shall be adjourned and not cancelled), by applicable Law or by a Governmental Entity or by a valid Company Shareholder action (which action is not solicited or proposed by the Company or the Board and subject to compliance with Section 4.2(a)); or
 - (ii) as otherwise expressly permitted under this Agreement;
- (c) use commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Company Shareholder that is inconsistent with the Arrangement Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Purchaser, acting reasonably, using proxy solicitation services firms acceptable to and at the expense of the Purchaser and the Parent to solicit proxies in favour of the approval of the Arrangement Resolution, provided that the Company shall not be required to continue to solicit proxies if there has been a Change in Recommendation;
- (d) provide the Purchaser with copies of or access to information regarding the Company Meeting generated by any proxy solicitation services firm, as requested from time to time by the Purchaser;

- (e) consult with the Purchaser in fixing the date of the Company Meeting, give notice to the Purchaser of the Company Meeting and allow the Purchaser's representatives and legal counsel to attend the Company Meeting;
- (f) promptly advise the Purchaser, at such times as the Purchaser may reasonably request and at least on a daily basis on each of the last 10 Business Days prior to the date of the Company Meeting, as to the aggregate tally of the proxies received by the Company in respect of the Arrangement Resolution;
- (g) promptly advise the Purchaser of receipt of any communication (written or oral) from any Company Shareholder or other securityholder of the Company in opposition to the Arrangement (except for non-substantive communications) and/or relating to the exercise or purported exercise or withdrawal of Dissent Rights;
- (h) not change the record date for the Company Shareholders entitled to vote at the Company Meeting in connection with any adjournment or postponement of the Company Meeting (unless required by Law or the Interim Order, or the Purchaser's written consent is provided);
- (i) not make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of the Purchaser; and
- (j) at the reasonable request of the Purchaser from time to time, promptly provide the Purchaser with a list (in both written and electronic form) of: (i) the registered Company Shareholders, together with their addresses and respective holdings of Common Shares; (ii) the names and addresses and holdings of all Persons having rights issued by the Company to acquire Common Shares (including holders of Company Equity Awards and Convertible Debentures); and (iii) participants in book-based systems and non-objecting beneficial owners of Common Shares, together with their addresses and respective holdings of Common Shares. The Company shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of Company Shareholders and lists of holdings and other assistance as the Purchaser may reasonably request.

2.4 The Company Circular

(a) Subject to the Purchaser's compliance with Section 2.4(d), the Company shall promptly prepare and complete the Company Circular together with any other documents required by Law in connection with the Company Meeting and the Arrangement, and the Company shall, promptly after obtaining the Interim Order, cause the Company Circular and such other documents to be filed and sent to each Company Shareholder and other Person as required by the Interim Order and Law, in each case so as to permit the Company Meeting to be held as soon as reasonably practicable as specified in Section 2.3(b).

(b) On the date of mailing thereof, the Company shall ensure that the Company Circular complies in material respects with Law and the Interim Order, does not contain any Misrepresentation (except that the Company shall not be responsible for any information included in the Company Circular related to the Parent, the Purchaser and their respective affiliates that was furnished by the Purchaser for inclusion in the Company Circular pursuant to Section 2.4(d)) and provides the Company Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Company Meeting. Without limiting the generality of the foregoing, the Company Circular shall include: (i) a copy of each of the Fairness Opinions, (ii) subject to Article 5, a statement that the Board has received the Fairness Opinions, and has unanimously, after receiving legal and financial advice, determined that the Arrangement Resolution is in the best interests of the Company and recommends that the Company Shareholders vote in favour of the Arrangement Resolution (the "**Board Recommendation**"), and (iii) a statement that each director and executive officer of the Company intends to vote all of such individual's Common Shares in favour of the Arrangement Resolution, subject to the terms of the Support and Voting Agreements.

(c) The Company shall give the Purchaser and its legal counsel a reasonable opportunity to review and comment on drafts of the Company Circular and other related documents, and shall give reasonable consideration to any comments made by them, and agrees that all information relating solely to the Purchaser or the Parent or any of their respective affiliates included in the Company Circular must be in a form and content satisfactory to the Purchaser and the Parent, acting reasonably.

(d) The Purchaser shall provide the Company with, on a timely basis, all information regarding the Purchaser, the Parent, and their respective affiliates, as required by applicable Laws for inclusion in the Company Circular or in any amendments or supplements to such Company Circular. The Purchaser shall ensure that such information does not contain any Misrepresentation.

(e) Each Party shall promptly notify the other Parties if it becomes aware that the Company Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Company shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Company Shareholders and, if required by the Court or by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

2.5 Final Order

If the Interim Order is obtained and the Arrangement Resolution is approved at the Company Meeting in accordance with the terms of the Interim Order, the Company shall take all steps necessary to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 192 of the CBCA, as soon as reasonably practicable, but in any event not later than three Business Days after the Arrangement Resolution is passed at the Company Meeting as provided for in the Interim Order.

2.6 Court Proceedings

(a) The Purchaser and the Parent shall cooperate with and assist the Company in, and consent to the Company, seeking the Interim Order and the Final Order, including by providing the Company on a timely basis any information regarding the Purchaser or the Parent as reasonably requested by the Company or as required by Law to be supplied by the Purchaser or the Parent in connection therewith.

(b) In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, and in each case subject to Law, the Company shall:

- (i) diligently pursue, and cooperate with the Purchaser in diligently pursuing, the Interim Order and the Final Order;
- (ii) provide the Purchaser and its legal counsel with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, and give reasonable consideration to all such comments;
- (iii) provide legal counsel to the Purchaser with copies of any notice of appearance, evidence or other documents served on the Company or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal from them, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;
- (iv) not object to legal counsel to the Purchaser making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that the Company is advised of the nature of any submissions on a timely basis prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement;
- (v) ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with this Agreement and the Plan of Arrangement;
- (vi) oppose any proposal from any party that the Final Order contain any provision inconsistent with this Agreement;
- (vii) if at any time after the issuance of the Final Order and prior to the Effective Date, the Company is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, the Purchaser; and
- (viii) not file any material with the Court in connection with the Arrangement or serve any such material, or agree to modify or amend any material so filed

or served, except as contemplated by this Agreement or with the Purchaser's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed, provided that the Purchaser may, in its sole discretion, withhold its consent with respect to any increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases the Purchaser's or the Parent's obligations or diminishes or limits the Purchaser's or the Parent's rights set forth in any such filed or served materials or under this Agreement.

2.7 Company Equity Awards

Subject to the terms and conditions of this Agreement, the securities identified below that are outstanding immediately prior to the Effective Time shall be cancelled pursuant to and in accordance with the terms of the Plan of Arrangement, and in exchange for such cancellation, the Company will pay the amounts set out below in cash to the holders of such securities, subject to withholding taxes where applicable:

- (a) in respect of each Company Option, whether vested or unvested, an amount (if any) in cash equal to the amount by which the Consideration exceeds the applicable exercise price in respect of such Company Option; and
- (b) in respect of each Company DSU or Company RSU, whether vested or unvested, an amount in cash equal to the Consideration.

2.8 Articles of Arrangement and Effective Date

(a) The Company shall file the Articles of Arrangement with the Director, and the Effective Date shall occur, on the date which is 10 Business Days after the date on which all conditions set forth in Section 6.1, Section 6.2 and Section 6.3 have been satisfied or waived (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), unless another time or date is agreed to in writing by the Parties. From and after the Effective Time, the Arrangement will have all of the effects provided by applicable Law, including the CBCA.

(b) The closing of the Arrangement (the "**Closing**") will take place at the offices of Davies Ward Phillips & Vineberg LLP, 155 Wellington Street West, Toronto, Ontario, M5V 3J7, or at such other location as may be agreed upon by the Parties.

2.9 Payment of Consideration

The Parent or the Purchaser shall, following receipt of the Final Order and in any event not later than the Business Day prior to the filing by the Company of the Articles of Arrangement with the Director, deposit in escrow with the Depositary (the terms and conditions of such escrow to be satisfactory to the Parties, acting reasonably) sufficient funds to satisfy the aggregate amount payable to Company Shareholders pursuant to the Plan of Arrangement.

2.10 Withholding Taxes

The Purchaser, the Company and the Depositary, as applicable, shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person pursuant to the Arrangement or this Agreement, including Company Shareholders exercising Dissent Rights, and from all dividends, other distributions or other amount otherwise payable to any former Company Shareholders, Company Optionholders or holders of Company DSUs or Company RSUs, such Taxes or other amounts as the Purchaser, the Company and the Depositary are required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws. 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 under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

2.11 Adjustment of Consideration

Notwithstanding anything in this Agreement to the contrary, if, between the date of this Agreement and the Effective Time, the Company declares or pays dividends on the Common Shares in excess of the Permitted Dividends, then the Consideration to be paid per Common Share shall be appropriately adjusted to provide to Company Shareholders the same economic effect as contemplated by this Agreement and the Arrangement prior to such action and as so adjusted shall, from and after the date of such event, be the Consideration to be paid per Common Share.

2.12 Guarantee

The Parent hereby unconditionally, absolutely and irrevocably guarantees in favour of the Company, as principal and not as surety, the due and punctual performance (and, where applicable, payment) by the Purchaser (and its successors and permitted assigns) of each of its obligations and liabilities under this Agreement and the Plan of Arrangement, as the same may be amended, changed, replaced, settled, compromised or otherwise modified from time to time, and irrespective of any bankruptcy, insolvency, dissolution, winding-up, termination of the existence of or other matter whatsoever respecting the Purchaser or any successor or permitted assignee, including providing the Depositary with sufficient funds under Section 2.9 to pay the aggregate amount payable to Company Shareholders pursuant to the Arrangement and all related or other fees and expenses for which the Purchaser is responsible under the terms of this Agreement (all in accordance with the terms hereof). The Parent hereby agrees that the Company shall not have to proceed first against the Purchaser in respect of any such matter before exercising its rights under this guarantee against the Parent and agrees to be liable for all guaranteed obligations as if it were the principal obligor of such obligations.

2.13 Taxation of Company Options

The Parties acknowledge that no deduction will be claimed by the Company in respect of any payment made to a holder of Company Options in respect of the Company Options pursuant to the Plan of Arrangement who is a resident of Canada or who is employed in

Canada (both within the meaning of the Tax Act) in computing the Parties' income for purposes of the Tax Act, and the Purchaser shall cause the Company to: (i) where applicable, make an election pursuant to subsection 110(1.1) of the Tax Act in respect of the payments made in exchange for the surrender of Company Options, and (ii) provide evidence in writing of such election to holders of Company Options.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company

(a) Except as set forth in the Company Disclosure Letter (which disclosure shall apply against any representations and warranties to which it is reasonably apparent it should relate), the Company represents and warrants to the Purchaser and to the Parent that the representations and warranties set forth in Schedule C are true and correct as of the date hereof and acknowledges and agrees that the Purchaser and the Parent are relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

(c) Except for the representations and warranties set forth in this Agreement: (i) neither the Company nor any other Person has made or makes any other express or implied representation and warranty, either written or oral, on behalf of the Company, and (ii) neither the Company nor any other Person makes or has made any representation or warranty to the Purchaser, the Parent or any of their representatives, with respect to any financial projection, forecast, guidance, estimates of revenues, earnings or cash flows, budget or prospective information relating to the Company or any of its Subsidiaries or their respective businesses or operations.

3.2 Representations and Warranties of the Parent and the Purchaser

(a) The Parent and the Purchaser jointly and severally represent and warrant to the Company that the representations and warranties set forth in Schedule D are true and correct as of the date hereof and acknowledge and agree that the Company is relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) The representations and warranties of the Parent and the Purchaser contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

(c) Except for the representations and warranties set forth in this Agreement, none of the Parent, the Purchaser or any other Person has made or makes any other express or implied representation and warranty, either written or oral, on behalf of the Parent or the Purchaser.

ARTICLE 4
COVENANTS

4.1 Conduct of Business of the Company

(a) The Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the express prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), (ii) as required or permitted by this Agreement or the Plan of Arrangement, or (iii) as required by Law or a Governmental Entity, the Company shall, and shall cause its Subsidiaries to conduct their business in the Ordinary Course and in accordance with applicable Laws, and the Company shall use commercially reasonable efforts to maintain and preserve its and its Subsidiaries' business organization, assets (including, for greater certainty, the Company Assets), goodwill, employment relationships and business relationships with other Persons with which the Company or any of its Subsidiaries have business relations.

(b) Without limiting the generality of Section 4.1(a), the Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the express prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed), (ii) as required or permitted by this Agreement or the Plan of Arrangement, (iii) as required by Law or a Governmental Entity, or (iv) as described in the Company Disclosure Letter, the Company shall not, and the Company shall not permit any of its Subsidiaries or, where specifically referred to below, its Joint Ventures to, directly or indirectly:

- (i) amend the Company's or any of its Subsidiary's or Joint Venture's Constatng Documents or similar organizational documents;
- (ii) split, combine or reclassify any shares of its capital stock or declare, set aside or pay any dividend or other distribution thereon (whether in cash, stock or property or any combination thereof), except for Permitted Distributions, or amend or modify any term of any outstanding debt security;
- (iii) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock or any of its other outstanding securities, including the Convertible Debentures;
- (iv) other than in accordance with Schedule 4.1(b)(iv) of the Company Disclosure Letter, issue, grant, deliver, sell, pledge or otherwise encumber, or authorize the issuance, granting, delivery, sale, pledge or other encumbrance of any shares of the Company's or any of its Subsidiary's or Joint Venture's capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests or any stock appreciation rights, phantom stock awards or other rights that

are linked to the price or the value of the Common Shares, except for the issuance of Common Shares issuable upon the exercise of the currently outstanding Company Equity Awards;

- (v) reduce its stated capital or reorganize, arrange, restructure, amalgamate or merge the Company or any of its Subsidiaries or Joint Ventures;
- (vi) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of the Company or any of its Material Subsidiaries or Joint Ventures;
- (vii) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, in one transaction or in a series of related transactions, any assets, securities, properties, interests or businesses, other than: (A) assets for use in ordinary business operations having a cost on a per transaction basis not in excess of \$■ and not exceeding \$■ in the aggregate for all such transactions in any 90 day period, (B) Ordinary Course acquisitions of inventory, (C) Ordinary Course acquisitions under procurement contracts, (D) acquisitions in accordance with Schedule 4.1(b)(vii) of the Company Disclosure Letter, or (E) as permitted by Section 4.1(b)(ix);
- (viii) sell, pledge, lease, license, encumber (other than a Permitted Lien) or otherwise transfer any assets of the Company or of any of its Subsidiaries or any interest in any assets of the Company and its Subsidiaries having a value greater than \$■ in the aggregate for all such transactions in any 90 day period, other than assets sold in the Ordinary Course or in accordance with Schedule 4.1(b)(viii) of the Company Disclosure Letter;
- (ix) other than as permitted by Section 4.1(b)(vii), make any capital expenditure or commitment to do so, other than capital expenditures or commitments made in the Ordinary Course;
- (x) abandon or fail to diligently pursue any application for any material Authorizations, leases, permits or registrations for the Company or any of its Subsidiaries or Joint Ventures or take any action, or fail to take any action, that could lead to the termination of any material Authorizations, leases or registrations of the Company or any of its Subsidiaries or Joint Ventures;
- (xi) other than in accordance with Schedule 4.1(b)(xi) of the Company Disclosure Letter, allow the Company or any of its Subsidiaries or Joint Ventures to (A) amend or modify in any material respect, or terminate or waive any material right under, any Material Contract, (B) enter into any Contract or agreement that would be a Material Contract if in effect on the date hereof, or (C) make any bid or tender after the date of this Agreement which, if accepted, would result in the Company being obligated to enter

into a contract that would be a Material Contract if in effect on the date hereof;

- (xii) enter into any new Real Property Lease or amend the terms of any existing Real Property Lease other than in the Ordinary Course or in accordance with Schedule 4.1(b)(xii) of the Company Disclosure Letter;
- (xiii) in respect of any Company Assets, waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material Authorization, right to use, lease, Contract or Intellectual Property;
- (xiv) except as contemplated in Section 4.9 and except for renewals in the Ordinary Course, amend, modify or terminate any material insurance (or re-insurance) policy of the Company or any of its Subsidiaries or Joint Ventures in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the terminated, cancelled or lapsed policies for substantially similar premiums are in full force and effect;
- (xv) prepay any long-term indebtedness before its scheduled maturity, or create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof (other than performance guarantees) other than (i) indebtedness owing by one wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company, or of the Company to a wholly-owned Subsidiary of the Company, (ii) in connection with Ordinary Course advances under the Company's or any Subsidiary's existing credit facilities not to exceed \$300 million in aggregate, or (iii) trade payables or indebtedness incurred in connection with equipment leases entered into in the Ordinary Course;
- (xvi) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person other than (i) advances and capital contributions to wholly-owned Subsidiaries of the Company or Joint Ventures in the Ordinary Course (provided that, for purposes of this Section 4.1(b)(xvi), "Ordinary Course" in respect of Joint Ventures shall include any actions required to comply with the applicable joint venture agreement or other Contract governing such Joint Venture), and (ii) the issuance of guarantees by the Company or its affiliates, as applicable, in the Ordinary Course, including, in each case, as disclosed in Schedule 4.1(b)(xvi) of the Company Disclosure Letter;

- (xvii) except pursuant to and in accordance with the Company's policy set forth in Schedule 4.1(b)(xvii) of the Company Disclosure Letter, enter into or terminate any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments, in respect of an amount, on a per transaction or series of transactions basis, of \$■ or more;
- (xviii) make any material Tax election or designation, settle or compromise any material Tax claim, assessment, reassessment or liability, file any amended Tax Return, enter into any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension or waiver of the limitation period applicable to any material Tax matter or materially amend or change any of its methods of reporting income, deductions or accounting for income Tax purposes except as may be required by Law;
- (xix) make any "investment" (as defined for purposes of section 212.3 of the Tax Act) in any corporation that is a "foreign affiliate" of the Company;
- (xx) make any material change in the Company's methods of accounting, except as required by concurrent changes in IFRS;
- (xxi) other than in accordance with Schedule 4.1(b)(xxi) of the Company Disclosure Letter or in the Ordinary Course, grant any general increase in the rate of wages, salaries, bonuses or other remuneration of any Company Employees or independent contractors or make any bonus or profit sharing distribution or similar payment of any kind, or adopt or otherwise implement any employee or executive bonus or retention plan or program, except as required by the terms of any Collective Agreement, Employee Plan or written employment agreements which have been disclosed in the Data Room;
- (xxii) other than in accordance with Schedule 4.1(b)(xxii) of the Company Disclosure Letter and except as may be required by applicable Law or the terms of any existing Employee Plan or Contract made available to the Purchaser prior to the date hereof: (a) increase any severance, change of control or termination pay to (or amend any existing arrangement with) any Company Employee or any director of the Company or any of its Subsidiaries; (b) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any director or officer or senior manager of the Company or, other than in the Ordinary Course, any Company Employee (other than a director or officer or senior manager); (c) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any Company Employee having an annual base salary greater than \$■ or targeted total annual compensation greater than \$■; (d) increase

compensation, retention or incentive compensation or other benefits payable to any director or officer of the Company or any of its Subsidiaries or, other than in the Ordinary Course, any Company Employee (other than a director or officer); (e) loan or advance money or other property by the Company or its Subsidiaries to any of their present or former directors, officers or Company Employees; (f) terminate or encourage the resignation of any Company Employee with an annual base salary greater than \$■ or targeted total annual compensation greater than \$■; or (g) increase, or agree to increase, any funding obligation or accelerate, or agree to accelerate, the timing of any funding contribution under any Employee Plan;

- (xxiii) adopt any new material Employee Plan or make any material amendments or improvements to any Employee Plan;
- (xxiv) other than in accordance with Schedule 4.1(b)(xxiv) of the Company Disclosure Letter, cancel, waive, release, assign, settle or compromise any material claims or rights, including those relating to contractual claims by the Company or its Subsidiaries;
- (xxv) other than in accordance with Schedule 4.1(b)(xxv) of the Company Disclosure Letter, commence, waive, release, compromise or settle any litigation, proceeding or governmental investigation affecting the Company or any of its Subsidiaries for an amount in excess of \$3 million or which could reasonably be expected to impede, prevent or delay the consummation of the transactions contemplated by this Agreement;
- (xxvi) enter into or amend any Contract with any broker, finder or investment banker, including any amendment of the engagement letters with the Financial Advisors; or
- (xxvii) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

(c) Subject to the provisos set forth in Section 4.1(b), where any covenant in Section 4.1(b) expressly refers to or applies to a Joint Venture, the Company's obligations shall be to use its commercially reasonable efforts to cause each of the Joint Ventures to comply with such provisions of Section 4.1(b). For the purposes of this Section 4.1(c), such "commercially reasonable efforts" shall be limited to: (i) in the case of an action requiring the approval of the board of directors or equivalent body of a Joint Venture, requesting that, subject to the fiduciary duties of the Company's or its Subsidiaries' representatives on such board or equivalent body, such representatives vote in favour of or against such action when considered by such board or equivalent body so as to give effect to such provisions; and (ii) in the case of an action requiring the approval of the holders of voting securities of a Joint Venture, to vote such voting securities held by the Company or its Subsidiaries in favour of or against such action so as to give effect to such provisions; and (iii) to the extent permitted by Law or any Contract to which the Company

or any of its Subsidiaries is a party in respect of such Joint Venture, to inform and provide information to the Purchaser related to such actions.

(d) The Company will keep the Purchaser and Parent reasonably informed as to the material decisions outside of the Ordinary Course required to be made or actions required to be taken with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by Law or by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained.

(e) Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to allow the Purchaser to exercise material influence over the operations of the Company prior to the Effective Time.

4.2 Covenants of the Company Relating to the Arrangement

(a) Subject to the terms and conditions of this Agreement, the Company shall, and shall cause its Subsidiaries to, perform all obligations required to be performed by the Company or any of its Subsidiaries under this Agreement, cooperate with the Purchaser in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable to consummate and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Company shall and, where appropriate, shall cause its Subsidiaries to:

- (i) use commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) required under the Material Contracts in connection with the Arrangement, or (ii) required in order to maintain the Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser;
- (ii) use commercially reasonable efforts, upon reasonable consultation with the Purchaser, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement, provided that neither the Company nor any of its Subsidiaries will consent to the entry of any judgment or settlement with respect to any such proceeding without the prior written approval of the Purchaser, not to be unreasonably withheld, conditioned or delayed;
- (iii) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement and carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements

imposed by Law on it or its Subsidiaries with respect to this Agreement or the Arrangement;

- (iv) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or any commercially reasonable action not to be taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement; and
 - (v) use commercially reasonable efforts to assist in causing each member of the Board and the board of directors of each of the Company's wholly-owned Subsidiaries, and the Company's or its Subsidiaries' designated or nominated directors on the board of directors (or equivalent body) of each of its non-wholly owned Subsidiaries and Joint Ventures (in each case to the extent requested by the Purchaser) to be replaced by Persons designated or nominated, as applicable, by the Purchaser effective as of the Effective Time.
- (b) The Company shall promptly notify the Purchaser of:
- (i) any Material Adverse Effect after the date hereof;
 - (ii) any notice or other communication from any Person alleging (i) that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement, or (ii) that such Person is terminating, may terminate, or is otherwise materially adversely modifying or may materially adversely modify its relationship with the Company or any of its Subsidiaries or Joint Ventures as a result of this Agreement or the Arrangement;
 - (iii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with this Agreement (and the Company shall contemporaneously provide a copy of any such written notice or communication to the Purchaser); or
 - (iv) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Company or its Subsidiaries or Joint Ventures in connection with this Agreement or the Arrangement.

4.3 Covenants of the Purchaser and the Parent Relating to the Arrangement

(a) Subject to the terms and conditions of this Agreement, each of the Purchaser and the Parent shall perform all obligations required to be performed by it under this Agreement, cooperate with the Company in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable in order to consummate and make

effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, each of the Purchaser and the Parent shall:

- (i) other than in connection with obtaining the Regulatory Approvals, which shall be governed by the provisions of Section 4.4, use its commercially reasonable efforts, upon reasonable consultation with the Company, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the consummation of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;
 - (ii) other than in connection with obtaining the Regulatory Approvals, which shall be governed by the provisions of Section 4.4, use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement and carry out the terms of the Interim Order and the Final Order applicable to it and comply promptly with all requirements imposed by Law on it or its Subsidiaries with respect to this Agreement or the Arrangement;
 - (iii) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or any commercially reasonable action not to be taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the consummation of the Arrangement; and
 - (iv) other than in connection with obtaining the Regulatory Approvals, which shall be governed by the provisions of Section 4.4, use its commercially reasonable efforts to effect all necessary registrations, filings and submissions of information required by Governmental Entities from it relating to the Arrangement as soon as reasonably practicable.
- (b) The Parent and Purchaser will ensure that the Purchaser has available funds to pay the Reverse Termination Amount, if payable.
- (c) The Purchaser shall promptly notify the Company of:
- (i) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement;
 - (ii) unless prohibited by Law, any notice or other communication from any Governmental Entity in connection with this Agreement (and the Purchaser shall contemporaneously provide a copy of any such written notice or communication to the Company); or
 - (iii) any material filing, actions, suits, claims, investigations or proceedings commenced or, to the knowledge of the Purchaser or the Parent,

threatened against, relating to or involving or otherwise affecting the Purchaser, the Parent or their respective Subsidiaries in connection with this Agreement or the Arrangement.

4.4 Regulatory Approvals

(a) As soon as reasonably practicable after the date hereof, the Purchaser, the Parent and the Company shall identify any Regulatory Approvals required to discharge their respective obligations under this Agreement and each Party, or where appropriate, the Parties jointly, shall make all notifications, filings, applications and submissions with Governmental Entities required or advisable, shall promptly respond to any information requests by a Governmental Entity, and shall use its reasonable best efforts to obtain and maintain the Regulatory Approvals, including the Key Regulatory Approvals, so as to enable the Closing to occur as soon as reasonably practicable (and in any event no later than the Outside Date).

(b) Without limiting the generality of the foregoing:

- (i) as soon as reasonably practicable after the date hereof, and in any event within 10 Business Days from the date hereof or by such later date as the Purchaser and the Company may have agreed to in writing, the Purchaser and the Parent shall file all necessary or advisable notifications, filings and other submissions with respect to the transactions contemplated by this Agreement as are required to obtain and maintain the NDRC Approval;
- (ii) as soon as reasonably practicable after the date hereof, and in any event within seven days from the date hereof, the Purchaser shall file with the Commissioner of Competition a request for an advance ruling certificate pursuant to section 102 of the Competition Act or a No-Action Letter;
- (iii) unless the Purchaser and the Company each agree in writing that pre-merger notifications pursuant to Part IX of the Competition Act should not be filed, or that the filing of such notifications should occur at a later date, within seven days from the date the Purchaser files with the Commissioner of Competition a request for an Advance Ruling Certificate pursuant to section 102 of the Competition Act (or such later date as the Purchaser and the Company may have agreed), the Purchaser and the Company shall each file their respective pre-merger notification forms pursuant to Part IX of the Competition Act;
- (iv) as soon as reasonably practicable after the date hereof, and in any event within 10 Business Days from the date hereof, the Purchaser shall file with the Investment Review Division of Innovation, Science and Economic Development Canada an application for review pursuant to section 17 of the Investment Canada Act; and
- (v) the Parent or the Purchaser shall pay any filing fee payable to a Governmental Entity in connection with a Regulatory Approval.

(c) In connection with the NDRC Approval, the Purchaser and the Parent shall (i) provide the Company weekly updates as to the status of and the processes and proceedings relating to obtaining the NDRC Approval, (ii) promptly provide the Company written notice of receipt of the NDRC Approval, (iii) provide the Company with all information reasonably requested in connection with the applications for, or progress of, the NDRC Approval, (iv) give due consideration to and consider in good faith all comments and suggestions made by the Company in connection with the applications for, and the processes and proceedings relating to obtaining, the NDRC Approval and (v) promptly notify the Company of any issue that arises in connection with obtaining the NDRC Approval and consult and work together with the Company to resolve any such issue.

(d) Subject to Law, the Parties shall co-operate with one another in connection with obtaining the Regulatory Approvals other than with respect to the NDRC Approval. In connection therewith, each Party shall (i) provide the other with copies of all notices and information or other correspondence supplied to, filed with or received from any Governmental Entity, and (ii) promptly notify the other of any communication from any Governmental Entity in respect of the Arrangement or this Agreement, and shall not make any submissions or filings, respond to any information request, or participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, investigations or other inquiries related to the transactions contemplated by this Agreement unless it consults with the other Party in advance and, to the extent not precluded by such Governmental Entity, gives the other Party a reasonable opportunity to review drafts of any submissions or filings, and attend and participate in any communications or meetings. To the extent that the Company attends or participates in any meeting or discussion in connection with obtaining the ICA Approval, it will cooperate with, and be supportive of, the Purchaser and Parent in such meeting or discussion. Notwithstanding any requirement in this Agreement, in the case of a disagreement between the Parties over the strategy, tactics or decisions relating to obtaining the Key Regulatory Approvals, Parent and Purchaser shall have the final and ultimate authority over the appropriate strategy, tactics and decisions.

(e) Each Party shall promptly notify the other Party if it becomes aware that any (i) application, filing, document or other submission made in relation to a Regulatory Approval contains a Misrepresentation, or (ii) any Regulatory Approval contains, reflects or was obtained following the submission of any application, filing, document or other submission containing a Misrepresentation, such that an amendment or supplement may be necessary or advisable. In such case, the Company shall, in consultation with and subject to the prior approval of the Purchaser, co-operate in the preparation, filing and dissemination, as applicable, of any such amendment or supplement.

(f) If any objections are asserted with respect to the transactions contemplated by this Agreement under any Law, or if any proceeding is instituted or threatened by any Governmental Entity challenging or which could lead to a challenge of any of the transactions contemplated by this Agreement as not in compliance with Law or as not satisfying any applicable legal text under a Law necessary to obtain the Regulatory Approvals, the Parties shall use reasonable best efforts consistent with the terms of this Agreement to resolve such proceeding so as to allow the Effective Time to occur on or prior to the Outside Date.

(g) Notwithstanding any requirement in this Agreement, notices, correspondence, submissions, filings or other written communications supplied to, filed with or received from any Governmental Entity may be redacted as necessary before sharing with the other Party to address reasonable solicitor-client or other privilege or confidentiality concerns, provided that a Party must provide external legal counsel to the other Party non-redacted versions of drafts or final notices, correspondence, submissions, filings or other written communications supplied to, filed with or received from any Governmental Entity on the basis that the redacted information will not be shared with its clients.

4.5 Access to Information; Confidentiality

(a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to Law and the terms of any existing Contracts, the Company shall, and shall cause its Subsidiaries to, (i) give the Purchaser and its representatives reasonable access, including for the purpose of facilitating integration business planning, to the Company's and its Subsidiaries': (A) premises, (B) property and assets (including all books and records, whether retained internally or otherwise), (C) Contracts, and (D) senior personnel, or other information with respect to the assets or business of the Company or its Subsidiaries and Joint Ventures that is in the possession of the Company or its Subsidiaries, as the Parent may from time to time reasonably request (including financial and operating data and continued access to the Data Room); provided that: (X) the Purchaser or the Parent provides the Company with reasonable prior notice of any request under this Section 4.5(a)(i); (Y) access to any premises or materials contemplated in this Section 4.5(a)(i) (other than the materials in the Data Room) shall be provided during the Company's normal business hours only, and (Z) such access does not unduly interfere with the Ordinary Course conduct of the business of the Company or its Subsidiaries; and (ii) give the Purchaser copies of the Company's management reports (including quarterly review Executive Operations Team reports, monthly project reports for projects with a contract value in excess of \$■, quarterly compliance reports and backlog reports), notification as soon as practicable of every cumulative \$■ drawdown (up to \$■ in the aggregate) under existing credit facilities as permitted under Section 4.1(b)(xv), and reports or presentations to the Board relating to the Company's financial condition and operations.

(b) The Purchaser and the Parent acknowledge that the Confidentiality Agreements continue to apply and that any information provided under this Section 4.5 shall be subject to the terms of the Confidentiality Agreements. If this Agreement is terminated in accordance with its terms, the obligations under the Confidentiality Agreements shall survive the termination of this Agreement.

4.6 Pre-Acquisition Reorganization

(a) Subject to Section 4.6(b), the Company agrees that, upon request of the Purchaser, the Company shall use commercially reasonable efforts to: (i) perform such reorganizations of its corporate structure, capital structure, business, operations and assets or such other transactions as the Purchaser may request, acting reasonably (each a "**Pre-Acquisition Reorganization**"), and (ii) cooperate with the Purchaser and its advisors to determine the nature of the Pre-Acquisition Reorganizations that might be undertaken and the manner in which they would most effectively be undertaken.

(b) The Company will not be obligated to participate in any Pre-Acquisition Reorganization under Section 4.6(a) unless such Pre-Acquisition Reorganization:

- (i) is not prejudicial to the Company or the Company Shareholders or holders of Convertible Debentures in any material respect;
- (ii) does not impair the ability of the Company, the Purchaser or the Parent to consummate, and will not materially delay the consummation of, the Arrangement;
- (iii) can be effected as close as reasonably practicable prior to the Effective Time;
- (iv) does not require the Company or any of its Subsidiaries to take any action that could reasonably be expected to result in Taxes being imposed on, or any adverse Tax or other consequences to, the Company Shareholders or holders of Convertible Debentures incrementally greater than the Taxes or other consequences to such party in connection with the completion of the Arrangement in the absence of action being taken pursuant to Section 4.6(a);
- (v) does not result in any breach by the Company or any of its Subsidiaries of any Material Contract or any breach by the Company or any of its Subsidiaries of their respective Constating Documents, organizational documents or Law;
- (vi) does not, in the opinion of the Company, acting reasonably, interfere with the ongoing operations of the Company or any of its Subsidiaries;
- (vii) does not require the directors, officers, employees or agents of the Company or its Subsidiaries to take any action in any capacity other than as a director, officer, employee or agent; and
- (viii) does not become effective unless the Purchaser and the Parent each has waived or confirmed in writing the satisfaction of all conditions in its favour under Article 6 and shall have confirmed in writing that each of them is prepared to promptly and without condition (other than compliance with Section 4.6(a)) proceed to effect the Arrangement.

(c) The Purchaser must provide written notice to the Company of any proposed Pre-Acquisition Reorganization at least 15 Business Days prior to the Effective Date. Upon receipt of such notice, the Company and the Purchaser shall work cooperatively and use their commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization, including any amendment to this Agreement or the Plan of Arrangement (provided that such amendments do not require the Company to obtain approval of the Company Shareholders or holders of Convertible Debentures).

(d) If the Arrangement is not completed, other than due to a breach by the Company of the terms and conditions of this Agreement, the Purchaser and the Parent shall (i) forthwith reimburse the Company for all reasonable out-of-pocket costs and expenses incurred in connection with any proposed Pre-Acquisition Reorganization, including any reasonable costs incurred by the Company in order to restore the organizational structure of the Company to a substantially identical structure of the Company as at the date hereof; and (ii) indemnify the Company, its affiliates, and their respective officers, directors and employees (to the extent that such officers, directors and employees are assessed with statutory liability therefor) for all direct and indirect liabilities, losses, Taxes, damages, claims, costs, expenses, interest awards, judgements and penalties suffered or incurred by any of them in connection with or as a result of any Pre-Acquisition Reorganization (other than those costs and expenses reimbursed in accordance with the foregoing paragraph (i)).

(e) The Purchaser agrees that any Pre-Acquisition Reorganization will not be considered in determining whether a representation or warranty of the Company under this Agreement has been breached (including where any such Pre-Acquisition Reorganization requires the consent of any third party under a Contract).

4.7 Public Communications

The Parties agree to jointly issue a press release with respect to this Agreement as soon as practicable after its due execution. The Parties shall reasonably co-operate in the preparation of presentations, if any, to Company Shareholders or other Company stakeholders regarding the Arrangement. A Party shall not issue any press release or make any other public statement or disclosure with respect to this Agreement or the Arrangement without the consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing in accordance with applicable Laws, including Securities Laws, and if, in the opinion of its outside legal counsel, such disclosure or filing is required and the other Parties have not reviewed or commented on the disclosure or filing, the Party shall use its reasonable best efforts to give the other Parties prior oral or written notice and a reasonable opportunity to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Parties or their respective counsel, and if such prior notice is not possible, shall give such notice immediately following the making of such disclosure or filing. Notwithstanding the foregoing, a Party may have discussions with its shareholders, financial analysts and other stakeholders relating to this Agreement or the transactions contemplated by it, provided that such discussions are not inconsistent with (i) the most recent press release, public disclosures or public statements made by the Company or the Purchaser or the Parent that was approved by all Parties prior to filing or release, as applicable, and (ii) a joint communication plan developed by the Parties. The Parties acknowledge that the Company will file this Agreement and a material change report relating thereto on SEDAR.

4.8 Notice Provisions

(a) Each Party shall promptly notify the other Parties of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

- (i) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date; or
- (ii) result in the failure, in any material respect, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.

(b) Notification provided under this Section 4.8 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

4.9 Insurance and Indemnification

(a) Prior to the Effective Date, the Company shall purchase customary "tail" policies of directors' and officers' liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and the Purchaser shall, or shall cause the Company and its Subsidiaries to, maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date; provided that the Purchaser shall not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided further that the cost of such policies shall not exceed 250% (such amount, the "**Base Premium**") of the Company's current annual aggregate premium for policies currently maintained by the Company or its Subsidiaries; provided further however that if such insurance can only be obtained at a premium in excess of the Base Premium, the Company may purchase the most advantageous policies of directors' and officers' liability insurance reasonably available for an annual premium not to exceed the Base Premium, and the Purchaser shall, or shall cause the Company and its Subsidiaries to, maintain such coverage for six years from the Effective Date.

(b) The Purchaser shall cause the Company and its Subsidiaries to honour all rights to indemnification or exculpation now existing in favour of present and former employees, officers and directors of the Company and its Subsidiaries, and the Company's and its Subsidiaries' designates, nominees and appointees as officers and directors of the Joint Ventures, to the extent that they are (i) included in the Constatng Documents of the Company or any of its Subsidiaries or any of the Joint Ventures made available to the Purchaser, or (ii) disclosed in Schedule 4.9(b) of the Company Disclosure Letter, and acknowledges that such rights shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms for a period of not less than six years from the Effective Date.

(c) If the Company or any of its Subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not a continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, the Purchaser shall ensure that any such successor or assign (including, as applicable, any acquirer of substantially all of the properties and assets of the Company or its Subsidiaries) assumes all of the obligations set forth in this Section 4.9.

(d) The provisions of this Section 4.9 shall be binding, jointly and severally, on all successors of the Purchaser and the Parent.

(e) Each of the Parent and the Purchaser acknowledges to each insured or indemnified Person his or her direct rights against it under the provisions of this Section 4.9, which are intended for the benefit of, and shall be enforceable by, each insured or indemnified Person, his or her heirs and his or her legal representatives and, for such purpose, the Company hereby confirms that it is acting as agent and trustee on their behalf.

ARTICLE 5

ADDITIONAL COVENANTS REGARDING NON-SOLICITATION

5.1 Non-Solicitation

(a) Except as expressly provided in this Article 5, the Company shall not, directly or indirectly, through any director, Company Employee, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries (collectively "**Representatives**") or otherwise, and shall not permit any such Person to:

- (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or the Parent or any Person acting jointly or in concert with the Purchaser or the Parent) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal, provided that the Company may (A) advise any Person of the restrictions of this Agreement, and (B) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal;
- (iii) make a Change in Recommendation;
- (iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral

with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five Business Days following the announcement of such Acquisition Proposal will not be considered to be in violation of this Section 5.1 provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five Business Day period); or

- (v) enter into or publicly propose to enter into any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by and in accordance with Section 5.3).

(b) The Company shall, and shall cause its Subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser and the Parent) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection with such termination shall:

- (i) discontinue access to and disclosure of all information, if any, to any such Person, including any data room and any confidential information, properties, facilities, books and records of the Company or any of its Subsidiaries; and
- (ii) request, and exercise all rights it has to require (i) the return or destruction of all copies of any confidential information regarding the Company or any of its Subsidiaries provided to any Person other than the Purchaser or the Parent since May 1, 2017, and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or any of its Subsidiaries, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such requests are fully complied with to the extent the Company is entitled.

(c) The Company represents and warrants that, since May 1, 2017, the Company has not waived any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, except to permit submissions of expressions of interest prior to the date of this Agreement. The Company covenants and agrees that (i) the Company shall take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, and (ii) neither the Company, nor any of its Subsidiaries nor any of their respective Representatives will, without the prior written consent of the Purchaser (which consent may be withheld or delayed in the Purchaser's sole and absolute discretion), release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting the Company, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party (it being acknowledged by the Purchaser that the automatic termination or release of any standstill restrictions of any such agreements as a

result of the entering into and announcement of this Agreement shall not be a violation of this Section 5.1(c)).

5.2 Notification of Acquisition Proposals

If the Company or any of its Subsidiaries or any of their respective Representatives receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any of its Subsidiaries in connection with any proposal that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company or any of its Subsidiaries, the Company shall:

- (a) promptly notify the Parent, at first orally, and then as soon as practicable (and in any event within 24 hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all agreements, documents, correspondence or other material received in respect of, from or on behalf of such person; and
- (b) keep the Purchaser reasonably informed of the status of negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, and any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

5.3 Responding to an Acquisition Proposal

(a) Notwithstanding Section 5.1, if at any time, prior to obtaining the approval by the Company Shareholders of the Arrangement Resolution, the Company receives a *bona fide* written Acquisition Proposal, the Company may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal and provide copies of, access to or disclosure of confidential information, properties, facilities, books or records of the Company or its Subsidiaries, if and only if:

- (i) the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal;
- (ii) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction;
- (iii) prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person having terms that are not less onerous than those set out in the Confidentiality Agreements and any such copies, access or disclosure

provided to such Person shall have already been (or shall reasonably promptly be) provided to the Parent; and

- (iv) the Company promptly provides the Parent with, prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality agreement referred to in Section 5.3(iii).

(b) Nothing contained in this Article 5 shall prohibit the Board from making disclosure to Company Shareholders as required by applicable Securities Law, including complying with section 2.17 of Multilateral Instrument 62-104 - *Takeover Bids and Issuer Bids* and similar provisions under Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal.

5.4 Right to Match

(a) If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Company Shareholders, the Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

- (i) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;
- (ii) the Company has delivered to the Purchaser and the Parent a written notice of the determination of the Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement, together with a copy of the definitive agreement for the Superior Proposal and notice as to the value in financial terms that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal (collectively, the "**Superior Proposal Notice**");
- (iii) at least five Business Days (the "**Matching Period**") have elapsed from the date on which the Purchaser and the Parent received the Superior Proposal Notice;
- (iv) during any Matching Period, the Purchaser and the Parent have had the opportunity (but not the obligation), in accordance with Section 5.4(b), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
- (v) if the Purchaser and the Parent have offered to amend this Agreement and the Arrangement under Section 5.4(b), the Board has determined in good faith, after consultation with the Company's outside legal counsel and financial advisers, that such Acquisition Proposal continues to constitute a

Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser and the Parent under Section 5.4(b);

- (vi) the Board has determined in good faith, after consultation with the Company's outside legal counsel, that the failure of the Board to enter into a definitive agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties; and
- (vii) prior to or concurrently with entering into such definitive agreement, the Company terminates this Agreement pursuant to Section 7.2(a)(iii)(B) and pays the Termination Amount pursuant to Section 8.2.

(b) During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (a) the Board shall review any offer made by the Purchaser and the Parent under Section 5.4(a)(iv) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) if it would no longer constitute a Superior Proposal, the Company shall negotiate in good faith with the Purchaser and the Parent to make such amendments to the terms of this Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by this Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchaser and the Parent and the Company, the Purchaser and the Parent shall amend this Agreement to reflect such offer made by the Purchaser and the Parent, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(c) Each successive amendment to any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by Company Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 5.4, and the Purchaser and the Parent shall be afforded an additional five Business Day Matching Period from the date on which the Purchaser and the Parent received the Superior Proposal Notice.

(d) The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 5.4(b) would result in an Acquisition Proposal no longer being a Superior Proposal. The Company shall provide the Purchaser, the Parent and their legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser, the Parent and their legal counsel.

(e) If the Company provides a Superior Proposal Notice to the Purchaser and the Parent on a date that is less than 10 Business Days before the Company Meeting, the Company may, and shall at the request of Purchaser, postpone the Company Meeting to a date that is not more than 15 Business Days after the scheduled date of the Company Meeting (and, in any event, prior to the Outside Date).

5.5 Breach by Subsidiaries and Representatives

Without limiting the generality of the foregoing, the Company shall advise its Subsidiaries and its Representatives of the prohibitions set out in this Article 5 and any violation of the restrictions set forth in this Article 5 by the Company, its Subsidiaries or its Representatives is deemed to be a breach of this Article 5 by the Company.

ARTICLE 6 **CONDITIONS**

6.1 Mutual Conditions Precedent

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

- (a) **Arrangement Resolution.** The Arrangement Resolution has been approved and adopted by the Company Shareholders at the Company Meeting in accordance with the Interim Order.
- (b) **Interim and Final Order.** The Interim Order and the Final Order have each been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise.
- (c) **Key Regulatory Approvals.** Each of the Key Regulatory Approvals has been made, given or obtained and each such Key Regulatory Approval is in force and has not been modified in any material respect.
- (d) **Articles of Arrangement.** The Articles of Arrangement to be sent to the Director under the CBCA in accordance with this Agreement shall be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably.
- (e) **Illegality.** No Law is in effect that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company, the Purchaser or the Parent from consummating the Arrangement.

6.2 Additional Conditions Precedent to the Obligations of the Purchaser

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Representations and Warranties.** The representations and warranties of the Company set forth in: (i) paragraphs 1 [*Organization and Qualification*], 2 [*Corporate Authorization*], 3 [*Execution and Binding Obligation*] and 5(a) [*Non-Contravention of Constatng Documents*] of Schedule C shall be true and correct in all respects as of the date of this Agreement and as of the Effective Time, as if

made at and as of such time; (ii) the representations and warranties of the Company set forth in paragraphs 6 [*Capitalization*], 8 [*Subsidiaries*] and 9 [*Joint Ventures*] of Schedule C shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions, events or circumstances permitted hereunder) as of the Effective Time; and (iii) all other representations and warranties of the Company set forth in this Agreement shall be true and correct in all respects (disregarding for purposes of this Section 6.2(a) any materiality or Material Adverse Effect qualification contained in any such representation or warranty) as of the date of this Agreement and as of the Effective Time, as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of this clause (iii) where the failure to be so true and correct in all respects, individually and in the aggregate, has not had or would not reasonably be expected to have a Material Adverse Effect, and the Company has delivered a certificate confirming same to the Purchaser and the Parent, executed by two executive officers of the Company (in each case without personal liability) addressed to the Purchaser and the Parent and dated the Effective Date.

- (b) **Performance of Covenants.** The Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time which have not been waived by the Purchaser, and has delivered a certificate confirming same to the Purchaser and the Parent, executed by two executive officers of the Company (in each case without personal liability) addressed to the Purchaser and the Parent and dated the Effective Date.
- (c) **Dissent Rights.** The aggregate number of Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 10% of the issued and outstanding Common Shares.
- (d) **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred a Material Adverse Effect that has not been cured.

6.3 Additional Conditions Precedent to the Obligations of the Company

The Company is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

- (a) **Representations and Warranties.** The representations and warranties of the Purchaser and the Parent set forth in this Agreement shall be true and correct in all respects (disregarding for purposes of this Section 6.3(a) any materiality qualification contained in any such representation or warranty) as of the date of

this Agreement and as of the Effective Time, as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except where the failure to be so true and correct in all respects, individually and in the aggregate, would not reasonably be expected to materially impede or delay the consummation of the Arrangement, and each of the Purchaser and the Parent has delivered a certificate confirming same to the Company, executed by two executive officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

- (b) **Performance of Covenants.** Each of the Purchaser and the Parent has fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time which have not been waived by the Company, and each of the Purchaser and the Parent has delivered a certificate confirming same to the Company, executed by two executive officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.
- (c) **Payment of Consideration.** Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser shall have complied with its obligations under Section 2.9 and the Depositary will have confirmed to the Company receipt from or on behalf of the Purchaser of the funds contemplated by Section 2.9.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 will be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Director. For greater certainty, and notwithstanding the terms of any escrow arrangement entered into between the Purchaser and the Depositary, all funds held in escrow by the Depositary pursuant to Section 2.9 hereof shall be released from escrow when the Certificate of Arrangement is issued without any further act or formality required on the part of any person.

ARTICLE 7 TERM AND TERMINATION

7.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

7.2 Termination

- (a) This Agreement may be terminated prior to the Effective Time by:

- (i) the mutual written agreement of the Parties;
- (ii) either the Company or the Parent, on its own behalf and on behalf of the Purchaser, if:
 - (A) the Required Approval is not obtained at the Company Meeting in accordance with the Interim Order, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(A) if the failure to obtain the Required Approval has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
 - (B) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Company, the Purchaser or the Parent from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 7.2(a)(ii)(B) has used its commercially reasonable efforts or, in respect of the Regulatory Approvals, the efforts required by Section 4.4 (taking into account the jurisdiction in which the Law is enacted, made, enforced or amended, as applicable) to (to the extent within its control), as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or
 - (C) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(C) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party (or, in the case of the Parent, by the Purchaser or the Parent) of any of its representations or warranties or the failure of such Party (or, in the case of the Parent, by the Purchaser or the Parent) to perform any of its covenants or agreements under this Agreement;
- (iii) the Company if:
 - (A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser or the Parent under this Agreement occurs that would cause any condition in Section 6.3(a) [*Purchaser and Parent Representations and Warranties Condition*] or Section 6.3(b) [*Purchaser and Parent Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Company is not then in breach of this Agreement so as to cause any condition in Sections 6.1

[*Mutual Conditions*] or 6.2 [*Purchaser Conditions*] not to be satisfied;

- (B) prior to the approval by the Company Shareholders of the Arrangement Resolution, the Board authorizes the Company to enter into a definitive written agreement (other than a confidentiality agreement permitted by and in accordance with Section 5.3) with respect to a Superior Proposal in accordance with Section 5.4 and prior to or concurrently with such termination the Company pays the Termination Amount in accordance with Section 8.2; or
 - (C) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser does not provide or cause to be provided to the Depositary sufficient funds to complete the purchase of the Common Shares contemplated by the Agreement as required pursuant to Section 2.9; or
- (iv) the Parent, on its own behalf and on behalf of the Purchaser if:
- (A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under this Agreement occurs that would cause any condition in Section 6.2(a) [*Company Representations and Warranties Condition*] or Section 6.2(b) [*Company Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that none of the Purchaser or the Parent is then in breach of this Agreement so as to cause any condition in Sections 6.1 [*Mutual Conditions*] or 6.3 [*Company Conditions*] not to be satisfied;
 - (B) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to Purchaser or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been requested in writing by the Purchaser, acting reasonably, to do so, the Board Recommendation, or takes no position or a neutral position with respect to a publicly announced Acquisition Proposal for more than five Business Days after such Acquisition Proposal's public announcement (in each case, a "**Change in Recommendation**") or the Company breaches Article 5 in any material respect; or

- (C) there has occurred a Material Adverse Effect on or after the date of this Agreement that is incapable of being cured on or prior to the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Section 7.2(a)(i) [*Mutual Agreement*]) shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

7.3 Effect of Termination/Survival

If this Agreement is terminated pursuant to Section 7.1 or Section 7.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that: (a) in the event of termination under Section 7.1 as a result of the occurrence of the Effective Time, Section 4.9 shall survive for a period of six years following such termination; and (b) in the event of termination under Section 7.2, this Section 7.3, Section 8.2 through to and including Section 8.15 shall survive, and provided further that, except as provided in Section 8.2(g), no Party shall be relieved of any liability for any breach by it of this Agreement.

ARTICLE 8 GENERAL PROVISIONS

8.1 Amendments

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Company Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Company Shareholders and any such amendment may, subject to the Interim Order and the Final Order and Laws, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;
- (c) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or
- (d) modify any mutual conditions contained in this Agreement.

8.2 Termination Amounts

(a) Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Termination Amount Event occurs, the Company shall pay the Termination Amount to the Parent (or as the Parent may direct by notice in writing) in accordance with Section 8.2(c).

(b) For the purposes of this Agreement, "**Termination Amount**" means \$50,000,000, and "**Termination Amount Event**" means the termination of this Agreement:

- (i) by the Parent, pursuant to Section 7.2(a)(iv)(B) [*Change in Recommendation or Material Breach of Article 5*];
- (ii) by the Company pursuant to Section 7.2(a)(iii)(B) [*Superior Proposal*]; or
- (iii) by the Company or the Purchaser pursuant to Section 7.2(a)(ii)(A) [*Failure of Shareholders to Approve*] or Section 7.2(a)(ii)(C) [*Effective Time not prior to Outside Date*] if:
 - (A) prior to such termination, an Acquisition Proposal is proposed, offered or made or publicly announced or otherwise publicly disclosed by any Person (other than the Purchaser or any of its affiliates) or any Person (other than the Purchaser or any of its affiliates) shall have publicly announced an intention to do so; and
 - (B) within 12 months following the date of such termination, (X) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is consummated, or (Y) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a Contract in respect of an Acquisition Proposal, and such Acquisition Proposal is later consummated (whether or not within 12 months after such termination).

For purposes of the foregoing, the term "Acquisition Proposal" shall have the meaning assigned to such term in Section 1.1, except that references to "20% or more" shall be deemed to be references to "50% or more".

(c) The Termination Amount shall be paid by the Company as follows, by wire transfer of immediately available funds to an account designated by the Parent:

- (i) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 8.2(b)(i), within two Business Days of the occurrence of such Termination Amount Event;
- (ii) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 8.2(b)(ii), concurrently with such termination; or
- (iii) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 8.2(b)(iii), on the consummation of the Acquisition Proposal referred to in Section 8.2(b)(iii).

(d) Despite any other provision in this Agreement relating to the payment of fees and expenses, in the event this Agreement is terminated (i) by any Party pursuant to Section

7.2(a)(ii)(B) [*Illegality*] or Section 7.2(a)(ii)(C) [*Effective Time not prior to Outside Date*], in either case as a result of the condition in Section 6.1(c) [*Key Regulatory Approvals*] or Section 6.1(e) [*Illegality*], as applicable, not being satisfied as a result of the NDRC Approval having not been obtained, or (ii) by the Company pursuant to Section 7.2(a)(iii)(A) [*Breach of Representation, Warranty or Covenant*] due to the wilful failure to perform any covenant or agreement on the part of the Purchaser or the Parent under this Agreement, the Purchaser shall pay the Company a termination amount (the "**Reverse Termination Amount**") in the amount of \$75,000,000. The Reverse Termination Amount shall be paid by the Parent or the Purchaser to the Company (or as the Company may direct by notice in writing) within five Business Days following such termination.

(e) For the avoidance of doubt, in no event shall the Company be obligated to pay the Termination Amount, or shall the Purchaser be obligated to pay the Reverse Termination amount, on more than one occasion.

(f) The Parties acknowledge that the agreements contained in this Section 8.2 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Parties would not enter into this Agreement, and that the amounts set out in this Section 8.2 are a genuine pre-estimate of the damages, including opportunity costs, which the affected Party will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and are not penalties. Each Party irrevocably waives any right it may have to raise as a defence that any such amounts are excessive or punitive.

(g) Each Party agrees that the payment of the Termination Amount or the Reverse Termination Amount, as applicable, in the manner provided in this Section 8.2 is the sole and exclusive monetary remedy of such Party in respect of the event giving rise to such payment and the termination of this Agreement, and following receipt of the Termination Amount or Reverse Termination Amount, as applicable, no Party shall be entitled to bring or maintain any claim, action or proceeding against the Party or any of its affiliates arising out of or in connection with this Agreement (or the termination thereof) or the transactions contemplated herein and neither Party nor any of its affiliates shall have any further liability with respect to this Agreement or the transactions contemplated hereby to the other Party or any of their respective affiliates; provided, however, that this limitation shall not apply in the event of fraud or a wilful breach by the Party or any of its Subsidiaries making such payments of its representations, warranties, covenants or agreements set forth in this Agreement (which breach and liability therefore shall not be affected by termination of this Agreement or any payment of the Termination Amount or the Reverse Termination Amount, as applicable).

(h) The Parties shall also have the right to injunctive and other equitable relief in accordance with Section 8.6 to prevent breaches or threatened breaches of this Agreement and to enforce compliance with the terms of this Agreement.

8.3 Expenses

(a) Except as provided in Sections 2.3(c), 4.4(b)(v), 4.6 and 8.2, all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the Plan of Arrangement, including all costs, expenses and fees of the Company incurred prior to or after the

Effective Date in connection with, or incidental to, the Plan of Arrangement, shall be paid by the Party incurring such expenses, whether or not the Arrangement is consummated.

(b) The Company confirms that other than the fees disclosed in Schedule 8.3(b) of the Company Disclosure Letter, no broker, finder or investment banker is or will be entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

8.4 **Notices**

Any notice, direction or other communication given pursuant to this Agreement (each a "**Notice**") must be in writing, sent by hand delivery, courier, facsimile or email and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt), and otherwise on the next Business Day; or (ii) if sent by facsimile or email (with confirmation of transmission) on the date of transmission if it is a Business Day and transmission was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, in each case to the Parties at the following addresses (or such other address for a Party as specified by like Notice):

(a) to the Company at:

20 Carlson Court – Suite 800
Toronto, Ontario, Canada
M9W 7K6

Attention: ■
Facsimile: ■
Email: ■

with a copy to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario
M5V 3J7

Attention: Vincent A. Mercier and Brett Seifred
Facsimile: (416) 863-0871
Email: vmercier@dwpv.com and bseifred@dwpv.com

(b) to Purchaser and Parent at:

Room 2805, 28/F, Convention Plaza Office Tower
1 Harbour Road
Wanchai, Hong Kong

Attention: ■
Facsimile: ■
Email: ■

with a copy to:

Blake, Cassels & Graydon LLP
199 Bay St., Suite 4000
Toronto, Ontario
M5L 1A9

Attention: Jeff Lloyd and Richard Turner
Facsimile: (416) 863-2653
Email: jeff.lloyd@blakes.com and richard.turner@blakes.com

Rejection or other refusal to accept, inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

8.5 Time of the Essence

Time is of the essence in this Agreement.

8.6 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed by a Party in accordance with their specific terms or were otherwise breached by a Party. It is accordingly agreed that each Party shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to specifically enforce compliance with, or performance of, the terms of this Agreement against the other Parties without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which a Party may be entitled at Law or in equity.

8.7 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

8.8 Entire Agreement

This Agreement, together with the Confidentiality Agreements (provided that to the extent any provisions of the Confidentiality Agreements conflict with the terms of this Agreement, the terms of this Agreement shall prevail) constitute the entire agreement between the Company, on the one hand, and the Purchaser and the Parent, on the other hand, with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Company, on the one hand, and the Purchaser and the Parent, on the other hand. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Company, on the one hand, and the Purchaser and the Parent, on the other hand, in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Company, on the one hand, and the Purchaser and the Parent, on the other hand, have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

8.9 Successors and Assigns

(a) This Agreement becomes effective only when executed by the Company, the Purchaser and the Parent. After that time, it will be binding upon and enure to the benefit of the Company, the Purchaser and the Parent and their respective successors and permitted assigns.

(b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party, provided however that the Purchaser (or any permitted assign of the Purchaser) may, at any time, assign its rights and obligations under this Agreement without such consent to a Subsidiary of the Parent if such assignee delivers an instrument in writing confirming that it is bound by and shall perform all of the obligations of the assigning party under this Agreement as if it were an original signatory and provided further that the assigning party shall not be relieved of its obligations hereunder.

8.10 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.11 Governing Law and Process Agent

(a) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

(c) In any action between any of the Parties arising out of or relating to this Agreement, the Arrangement or any of the other transactions contemplated by this Agreement, each of the Parties agrees that an order (including an order for specific performance), writ, injunction or judgment of such court may be enforced against a Party or its assets wherever they may be found and that a judgment upon such an order, writ, injunction or judgment may be entered, and entry thereof shall not be contested, in any court having jurisdiction thereof. Service of any process, summons, notice or document to any Party's address and in the manner set forth in Section 8.4 and Section 8.11(e) shall be effective service of process for any such action.

(d) The Parent and Purchaser hereby represent and warrant that this Agreement and the transactions contemplated hereby are commercial rather than public or governmental acts and the Parent and Purchaser are not entitled to claim immunity from any litigation, action, application, suit, investigation, inquiry, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory, criminal or arbitration proceeding or other similar proceeding, before or by any Governmental Entity (including any appeal or review thereof and any application for leave for appeal or review) (collectively, the "**Legal Proceedings**") with respect to it or any of their assets on the grounds of sovereignty or otherwise under any Law or in any jurisdiction where an action may be brought for the enforcement of any of the obligations arising under or relating to this Agreement. To the extent that the Parent and Purchaser or any of their assets has or hereafter may acquire any right to immunity from set-off, Legal Proceedings, attachment or otherwise, the Parent and Purchaser hereby irrevocably waive such rights to immunity in respect of their obligations arising under or relating to this Agreement.

(e) The Parent hereby irrevocably designates Blake, Cassels & Graydon LLP (in such capacity, the "**Process Agent**"), Attention: Jeff Lloyd and Richard Turner, with an office at Suite 4000, Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada M5L 1A9, as its designee, appointee and agent to receive, for and on its behalf, service of process in the Province of Ontario in any legal action or proceedings with respect to this Agreement or the transactions contemplated hereby, and such service shall be deemed complete upon delivery thereof to the Process Agent; provided that in the case of any such service upon the Process Agent, the Party effecting such service shall also deliver a copy thereof to the other Parties in the manner provided in Section 8.4. The Parent shall take all such action as may be necessary to continue such appointment in full force and effect or to appoint another agent so that it shall at all times during the term of this Agreement and, in the event of termination of this Agreement under Section 7.1 as a result of the occurrence of the Effective Time, for a period of six years following such termination, have an agent for service of process for the above purposes in the Province of Ontario. In the event of the transfer of all or substantially all of the assets and business of the Process Agent to any other entity by consolidation, merger, sale of assets or otherwise, such other entity shall be substituted hereunder for the Process Agent with the same effect as if named herein in place of Blake, Cassels & Graydon LLP. Nothing herein shall affect the right of any Party to serve process in any manner permitted by applicable Law.

8.12 **Further Assurances**

Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts and things, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.13 **Rules of Construction**

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

8.14 **No Liability**

No director or officer of the Purchaser or the Parent shall have any personal liability whatsoever to the Company under this Agreement or any other document delivered on behalf of the Purchaser or the Parent, as applicable, under this Agreement. No director or officer of the Company or any of its Subsidiaries, or the Company's or its Subsidiaries' appointed, designated or nominated directors on the board of directors (or equivalent body) or officers of the Joint Ventures, shall have any personal liability whatsoever to the Purchaser or the Parent under this Agreement or any other document delivered on behalf of the Company or any of its Subsidiaries or Joint Ventures under this Agreement.

8.15 **Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or other method of electronic communication) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Arrangement Agreement.

10465127 CANADA INC.

By: (signed) *Jianzhong Lu*

Name: Jianzhong Lu

Title: Director

CCCC INTERNATIONAL HOLDING LIMITED

By: (signed) *Jianzhong Lu*

Name: Jianzhong Lu

Title: President

AECON GROUP INC.

By: (signed) *John Beck*

Name: John Beck

Title: President and CEO

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):

"Arrangement" means the arrangement 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 made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in 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 October 26, 2017 among the Parent, the Purchaser and the Company (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 this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders entitled to vote thereon pursuant to the Interim Order.

"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 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, Hong Kong, or Beijing, People's Republic of China.

"CBCA" means the *Canada Business Corporations Act*.

"Certificate of Arrangement" means the certificate of arrangement issued by the Director pursuant to subsection 192(7) of the CBCA in respect of the Articles of Arrangement.

"Common Shares" means the common shares in the capital of the Company.

"Company" means Aecon Group Inc., a corporation incorporated under the laws of Canada.

"**Company DSU Plan**" means the Company's deferred share unit plan for non-employee directors effective as of August 11, 2014.

"**Company DSUs**" means the outstanding deferred share units issued pursuant to the Company DSU Plan or the Company LTIP Plans.

"**Company LTIP Plans**" means the Company's (i) Long-Term Incentive Plan dated January 1, 2005 (ii) Long-Term Incentive Plan dated August 11, 2014 and (iii) Long-Term Incentive Plan dated March 2017.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement of such special meeting 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 Optionholders**" means the holders of Company Options.

"**Company Options**" means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plan.

"**Company RSUs**" means the outstanding restricted share units issued pursuant to the Company LTIP Plans.

"**Company Shareholders**" means the registered or beneficial holders of Common Shares, as the context requires.

"**Company Stock Option Plan**" means the Company's Stock Option Plan dated May 1, 2005, as amended and re-adopted on May 7, 2013.

"**Consideration**" means \$20.37 in cash per Common Share, without interest, subject to adjustment in the manner and in the circumstances contemplated in Section 2.11 of the Arrangement Agreement.

"**Court**" means the Ontario Superior Court of Justice (Commercial List), or other court as applicable.

"**Depository**" means such Person as the Purchaser may appoint to act as depository for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

"**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 Company Shareholder 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 Common 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. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

"Final Order" means the final order of the Court made pursuant to section 192 of the CBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended 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 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, board, bureau, ministry, agency 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, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

"Interim Order" means the interim order of the Court made pursuant to section 192 of the CBCA 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 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 or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, 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.

"Letter of Transmittal" means the letter of transmittal sent to Company Shareholders for use in connection with the Arrangement.

"Lien" means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

"Parent" means CCCC International Holding Limited, a limited liability company existing under the laws of Hong Kong.

"**Parties**" means the Company, the Parent and the Purchaser and "**Party**" means any one of them.

"**Person**" includes any individual, partnership, association, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including 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 made in accordance with the Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

"**Purchaser**" means 10465127 Canada Inc., a corporation incorporated under the laws of Canada.

"**Purchaser Loan**" means a non-interest bearing demand loan from the Purchaser to the Company denominated in Canadian dollars in an aggregate principal amount equal to the aggregate amount of cash required by the Company to make the payments in Section 2.3(b) and Section 2.3(c), which shall be evidenced by way of a non-interest bearing demand promissory note granted by the Company in favour of the Purchaser and shall be repayable prior to demand by the Company, without penalty.

"**Tax Act**" means the *Income Tax Act* (Canada).

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.** A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. 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 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 Parent, the Purchaser, the Company, all holders and beneficial owners of Common Shares, Company Options, Company DSUs and Company RSUs, 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 five minute intervals starting at the Effective Time:

- (a) the Purchaser shall make the Purchaser Loan, to the extent required by the Company to make the payments in Section 2.3(b) and Section 2.3(c);
- (b) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company Stock Option Plan, 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 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, in each case, less applicable withholdings, and such Company Option shall immediately be cancelled and, for greater certainty, where such amount is a negative, neither the Company nor the Purchaser shall be obligated to pay the holder of such Company Option any amount in respect of such Company Option;

- (c) each Company DSU or Company RSU outstanding immediately prior to the Effective Time (whether vested or unvested), notwithstanding the terms of the Company DSU Plan or the Company LTIP Plans, as applicable, shall, without any further action by or on behalf of a holder of Company DSUs or Company RSUs, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the Consideration, less applicable withholdings, and each such Company DSU or Company RSU shall immediately be cancelled;
- (d) each holder of Company Options, Company DSUs or Company RSUs shall cease to be a holder of such Company Options, Company DSUs or Company RSUs, (i) such holder's name shall be removed from each applicable register, (ii) the Company Stock Option Plan, the Company DSU Plan and the Company LTIP Plans and all agreements relating to the Company Options, Company DSUs and Company RSUs shall be terminated and shall be of no further force and effect, and (iii) such holder shall thereafter have only the right to receive the consideration to which they are entitled pursuant to Section 2.3(b) and Section 2.3(c) at the time and in the manner specified in Section 2.3(b) and Section 2.3(c);
- (e) each of the Common Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised 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 Common Shares and to have any rights as holders of such Common Shares, other than the right to be paid fair value for such Common Shares, as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and
 - (iii) the Purchaser shall be deemed to be the transferee of such Common Shares, free and clear of all Liens, and shall be entered in the registers of Common Shares maintained by or on behalf of the Company; and
- (f) each Common Share outstanding, other than Common Shares held by a Dissenting Holder who has validly exercised such holder's Dissent Right, shall,

without any further action by or on behalf of a holder of Common 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 less applicable withholdings, and:

- (i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the right to be paid the Consideration in accordance with this Plan of Arrangement;
- (ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company; and
- (iii) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company.

ARTICLE 3 **RIGHTS OF DISSENT**

3.1 Rights of Dissent

Registered Company Shareholders may exercise dissent rights with respect to the Common 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 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 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 Common 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(e) and if they:

- (a) ultimately are entitled to be paid fair value for such Common Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(e)); (ii) will be entitled to be paid the fair value of such Common 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 (iii) 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 Common Shares; or
- (b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the consideration contemplated in Section 2.3

that such Company Shareholder would have received pursuant to the Arrangement if such Company Shareholder had not exercised Dissent Rights.

3.2 Recognition of Dissenting Holders

- (a) In no circumstances shall the Parent, the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Parent, the Purchaser, the Company or any other Person be required to recognize Dissenting Holders as holders of Common Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(e), and the names of such Dissenting Holders shall be removed from the registers of holders of Common Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(e) 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) Company Optionholders, holders of Company DSUs or holders of Company RSUs; and (ii) Company Shareholders who vote or have instructed a proxyholder to vote such holder's Common Shares in favour of the Arrangement Resolution (but only in respect of such Common Shares).

ARTICLE 4

CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

- (a) Following receipt of the Final Order and prior to the filing of the Articles of Arrangement, the Purchaser shall deposit, or arrange to be deposited, for the benefit of Company Shareholders, cash with the Depositary in the aggregate amount equal to the payments contemplated by Section 2.3(f), with the amount per Common Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration, for this purpose, net of applicable withholdings for the benefit of the Company Shareholders. The cash deposited with the Depositary by or on behalf of the Purchaser shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.
- (b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(f), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Company Shareholders represented by such surrendered certificates shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which

such holder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

- (c) As soon as practicable after the Effective Date, the Company shall pay the amounts, net of applicable withholdings, to be paid to holders of Company Options, Company DSUs and Company RSUs, either (i) pursuant to the normal payroll practices and procedures 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, Company DSUs or Company RSUs, as applicable, as reflected on the register maintained by or on behalf of the Company in respect of the Company Options, Company DSUs and Company RSUs).
- (d) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Common Shares not duly surrendered on or before the second anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Common Shares of any kind or nature against or in the Company, the Parent or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depository to the Purchaser or as directed by the Purchaser.
- (e) Any payment made by way of cheque by the Depository (or the Company, if applicable) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depository (or the Company) or that otherwise remains unclaimed, in each case, on or before the second anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the second 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 Common Shares, the Company Options, the Company DSUs and the Company RSUs 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.
- (f) No holder of Common Shares, Company Options, Company DSUs or Company RSUs shall be entitled to receive any consideration with respect to such Common Shares, Company Options, Company DSUs or Company RSUs other than any cash payment to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, 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 Common 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, cash deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall as a condition precedent to the delivery of such cash, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser and the Company in a manner satisfactory to Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser and the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

The Purchaser, the Company or the Depositary shall deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such Taxes or other amounts as the Purchaser, the Company or the Depositary are required to deduct and withhold with respect to such payment under the Tax Act or any provision of any other applicable Law. To the extent that Taxes or other amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.

4.4 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.

4.5 Paramourncy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, Company Options, Company DSUs and Company RSUs issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Company Shareholders, Company Optionholders, holders of Company RSUs, holders of Company DSUs, the Company, the Parent, the Purchaser, the Depositary and any 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 Common Shares, Company Options, Company DSUs or Company RSUs shall be deemed to have been settled, compromised, released and determined without liability 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 (i) be set out in writing, (ii) be 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 Company Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting (provided that the Purchaser 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 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 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.

5.2 Termination

This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

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.

SCHEDULE B
ARRANGEMENT RESOLUTION

1. The arrangement (the "**Arrangement**") under section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving Aecon Group Inc. (the "Company"), pursuant to the arrangement agreement between the Company, 10465127 Canada Inc. and CCCC International Holding Limited dated October 26, 2017, as it may be modified, supplemented or amended from time to time in accordance with its terms (the "**Arrangement Agreement**"), as more particularly described and set forth in the management information circular of the Company dated ■, 2017 (the "**Circular**"), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The plan of arrangement of the Company, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the "**Plan of Arrangement**"), the full text of which is set out as Appendix ■ to the Circular, is hereby authorized, approved and adopted.
3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of the Company (the "**Company Shareholders**") or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the directors of the Company are hereby authorized and empowered, without further notice to or approval of the Company Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
5. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of the Company or otherwise, and to deliver to the Director under the CBCA for filing articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.
6. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and

delivery of any such other document or instrument or the doing of any such other act or thing.

SCHEDULE C
COMPANY REPRESENTATIONS AND WARRANTIES

1. **Organization and Qualification.** The Company, each of its Subsidiaries and, to the knowledge of the Company, each of its Joint Ventures is a corporation or other entity duly incorporated or organized, as applicable, validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted. The Company, each of its Subsidiaries and, to the knowledge of the Company, each of its Joint Ventures is duly registered or otherwise authorized to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, whether owned, leased, licensed or otherwise held, or the nature of its activities make such qualification, licensing or registration or other authorization necessary, and has all Authorizations required to own, lease and operate its properties and assets and to conduct its business as now owned and conducted, except to the extent that any failure of the Company or any of its Subsidiaries or Joint Ventures to be so qualified, licensed or registered or to possess such Authorizations would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.
2. **Corporate Authorization.** The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated hereby other than approval by the Company Shareholders in the manner required by the Interim Order and Law and approval by the Court.
3. **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Company, and constitutes a legal, valid and binding agreement of the Company enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
4. **Governmental Authorization.** The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated hereby do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Company, any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures other than: (a) the Interim Order and any approvals required by the Interim Order; (b) the Final Order; (c) filings with the Director under the CBCA, (d) the Key Regulatory Approvals and any other Regulatory Approval identified in accordance with this Agreement; and (e) filings with the Securities Authorities or the

TSX, and (f) actions, filings or notifications, the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5. **Non-Contravention.** The execution, delivery and performance by the Company of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

- (a) contravene, conflict with, or result in any violation or breach of the Company's Constatng Documents or the organizational documents of any of its Subsidiaries or Joint Ventures;
- (b) assuming compliance with the matters referred to in Paragraph (4) above, contravene, conflict with or result in a violation or breach of any Law applicable to the Company, any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures, or any of their respective properties or assets;
- (c) except as disclosed in Schedule 3.1(5)(c) of the Company Disclosure Letter, allow any Person to exercise any rights, require any consent or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Company, any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures is entitled (including by triggering any rights of first refusal or first offer, change in control provision or other restriction or limitation) under any Material Contract or any Authorization to which the Company or any of its Subsidiaries or Joint Ventures is a party or by which the Company or any of its Subsidiaries or Joint Ventures is bound; or
- (d) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the properties or assets of the Company, its Subsidiaries or, to the knowledge of the Company, its Joint Ventures;

except, in the case of each of (b), (c) and (d), as would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.

6. **Capitalization.**

- (a) The authorized capital of the Company consists of an unlimited number of Common Shares and an unlimited number of preferred shares. As of the close of business on the date of this Agreement, there were (i) 58,894,155 Common Shares issued and outstanding, and (ii) nil preferred shares issued and outstanding. In addition, as of the date hereof, the Company has issued and outstanding \$172,500,000 aggregate principal amount of Convertible Debentures, which are convertible into an aggregate of 8,751,903 Common Shares. All outstanding Common Shares have been duly authorized and validly issued, are fully paid and non-assessable. All of the Common Shares issuable upon the exercise of rights under the Company Stock Option Plan, the Company DSU Plan and the Company LTIP Plans, including outstanding Company Equity Awards,

have been duly authorized and, upon issuance in accordance with their respective terms, will be validly issued as fully paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights. No Common Shares or preferred shares have been issued and no Company Equity Awards have been granted in violation of any Law or any pre-emptive or similar rights applicable to them.

- (b) As of the date of this Agreement there are 120,000 Common Shares issuable upon the exercise of all outstanding Company Options. Schedule 3.1(6)(b) of the Company Disclosure Letter contains a list of the Company Options, with details, among other items, regarding the strike price, whether such Company Options are vested or unvested, the number of participants to whom such Company Options have been granted and, determined as of the date hereof, the amount which will be owing in respect of such Company Options at the Effective Time. The Company Stock Option Plan and the issuance of Common Shares under such plan (including all outstanding Company Options) have been duly authorized by the Board in compliance with Law and the terms of the Company Stock Option Plan, and have been recorded on the Company's financial statements in accordance with IFRS, and no such grants involved any "back dating," "forward dating," "spring loading" or similar practices.
- (c) As of the date of this Agreement, there are 2,469,054 Company DSUs and 1,029,497 Company RSUs outstanding and 3,498,551 Common Shares issuable upon the exercise of all outstanding Company DSUs and Company RSUs. Schedule 3.1(6)(c) of the Company Disclosure Letter contains a list of the Company DSUs and Company RSUs, with details regarding, among other items, the vesting schedule, the names of the participants to whom such Company DSUs and Company RSUs have been granted and, determined as of the date hereof, the amount which will be owing in respect of such Company DSUs and Company RSUs at the Effective Time.
- (d) Except for rights under the Convertible Debentures, the Company Stock Option Plan, the Company LTIP Plans, the Company DSU Plan, and the Company's Employee Share Purchase Program, including outstanding Company Equity Awards, there are no issued, outstanding or authorized options, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation or other rights, or any other agreements, arrangements, instruments or commitments of any kind that obligate the Company or any of its Subsidiaries to, directly or indirectly, issue or sell any securities of the Company or of any of its Subsidiaries, or give any Person a right to subscribe for or acquire, any securities of the Company or of any of its Subsidiaries.
- (e) There are no issued, outstanding or authorized:
 - (i) obligations to repurchase, redeem or otherwise acquire any securities of the Company or of any of its Subsidiaries, or qualify securities for public distribution in Canada, the United States or elsewhere, or, other than as

contemplated by this Agreement, with respect to the voting or disposition of any securities of the Company or of any of its Subsidiaries; or

- (ii) notes, bonds, debentures or other evidences of indebtedness or any other agreements, arrangements, instruments or commitments of any kind that give any Person, directly or indirectly, the right to vote with holders of Common Shares on any matter except as required by Law, other than the Convertible Debentures, upon the conversion of such Convertible Debentures for Common Shares.
- (f) All dividends or distributions on securities of the Company that have been declared or authorized have been paid in full except as disclosed in Schedule 3.1(6)(f) of the Company Disclosure Letter.

7. **Shareholders' and Similar Agreements.** Except as disclosed in Schedule 3.1(7) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is subject to, or affected by, any unanimous shareholders agreement and is not a party to any shareholder, pooling, voting, or other similar arrangement or agreement relating to the ownership or voting of any of the securities of the Company or of any of its Subsidiaries or Material Joint Ventures or pursuant to which any Person other than the Company or any of its Subsidiaries may have any right or claim in connection with any existing or past equity interest in the Company or in any of its Subsidiaries or Material Joint Ventures. None of the Company or any of its Subsidiaries has in place, and the Company Shareholders have not adopted or approved, any shareholders rights plan or a similar plan giving rights to acquire additional Common Shares upon execution or performance of the obligations under this Agreement. For purposes of this Section 7, "Material Joint Ventures" means any Joint Venture that is a party to a Material Contract.

8. **Subsidiaries.**

- (a) The following information with respect to each Subsidiary of the Company is accurately set out in Schedule 3.1(8)(a) of the Company Disclosure Letter: (i) its name; (ii) the percentage owned directly or indirectly by the Company, (iii) to the knowledge of the Company, the name of and the percentage owned by registered holders of capital stock or other equity interests if other than the Company and its Subsidiaries; and (iv) its jurisdiction of incorporation, organization, formation, or governance.
- (b) Except as disclosed in Schedule 3.1(8)(a) of the Company Disclosure Letter, the Company is, directly or indirectly, the registered and beneficial owner of all of the outstanding common shares or other equity interests of each of its Subsidiaries, free and clear of any Liens, all such shares or other equity interests so owned by the Company have been validly issued and are fully paid and non-assessable, as the case may be, and no such shares or other equity interests have been issued in violation of any pre-emptive or similar rights. Except for the shares or other equity interests owned by the Company in any Subsidiary or Joint Venture that are disclosed in Schedule 3.1(8)(a) or Schedule 3.1(9)(a) of the Company

Disclosure Letter, the Company does not own, beneficially or of record, any equity interests of any kind in any other Person.

- (c) The Subsidiaries listed in Schedule 3.1(8)(c) of the Company Disclosure Letter are the only Subsidiaries of the Company that are material (based on the requirements for disclosure of Subsidiaries in an Annual Information Form set out in National Instrument 51-102 – *Continuous Disclosure Obligations* or per part (i) of the definition of Material Subsidiary per the Company's Revolving Credit Facility) to the Company (the "**Material Subsidiaries**").

9. **Joint Ventures.**

- (a) The Company has set out in Schedule 3.1(9)(a) of the Company Disclosure Letter the following information with respect to each Joint Venture: (a) its name and as of the date hereof, the number, type and principal amount, as applicable, of its outstanding equity securities or other interests and a list of registered holders thereof; and (b) its jurisdiction of incorporation, organization, formation or governance.
- (b) Except as disclosed in Schedule 3.1(9)(a) of the Company Disclosure Letter, the Company is, directly or indirectly, the registered and beneficial owner of its shares or other equity interests in its Joint Ventures, free and clear of any Liens, all such shares or other equity interests so owned by the Company have been validly issued and are fully paid and non-assessable, as the case may be, and no such shares or other equity interests have been issued in violation of any preemptive or similar rights.

10. **Securities Law Matters.**

- (a) The Company is a "reporting issuer" under the Securities Laws in each of the provinces of Canada. The Common Shares and Convertible Debentures are listed and posted for trading on the TSX. The Company does not have any securities listed for trading on any securities exchange other than the TSX. None of the Company's Subsidiaries is subject to any continuous or periodic, or other disclosure requirements under any securities laws in any jurisdiction. The Company is not in default of any material requirements of any Securities Laws or the rules and regulations of the TSX.
- (b) The Company has not taken any action to cease to be a reporting issuer in any province of Canada nor has the Company received notification from any Securities Authority seeking to revoke the reporting issuer status of the Company. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Company is pending, in effect or, to the knowledge of the Company, has been threatened, or is expected to be implemented or undertaken (other than in connection with the transactions contemplated by this Agreement), and the Company is not subject to any formal or informal review, enquiry, investigation or other proceeding relating to any such order or restriction.

- (c) The Company has timely filed or furnished with the TSX and any Governmental Entity all material forms, reports, schedules, statements and other documents required to be filed under Securities Laws or furnished by the Company to the TSX and the appropriate Governmental Entity since December 31, 2015. The documents comprising the Company Filings complied as filed in all material respects with Law and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation. The Company has not filed any confidential material change report (which at the date of this Agreement remains confidential) or any other confidential filings filed with or furnished to, as applicable, any Securities Authority. There are no outstanding or unresolved comments in comments letters from any Securities Authority with respect to any of the Company Filings and, to the Company's knowledge, neither the Company nor any of the Company Filings is subject of an ongoing audit, review, comment or investigation by any Securities Authority or any of the Exchanges.

11. U.S. Securities Law Matters.

- (a) The Company does not have, nor is it required to have, any class of securities registered under the U.S. Exchange Act, nor is the Company subject to any reporting obligation (whether active or suspended) pursuant to section 15(d) of the U.S. Exchange Act.
- (b) The Company is not subject to any requirement to register any class of its equity securities pursuant to section 12(g) of the U.S. Exchange Act, is not an investment company registered or required to be registered under the *Investment Company Act* of 1940 of the United States of America, and is a "foreign private issuer" (as such term is defined in Rule 3b-4 under the U.S. Exchange Act).
- (c) No securities of the Company have been traded on any national securities exchange in the United States during the past 12 calendar months.

12. Financial Statements.

- (a) The Company's audited consolidated financial statements as at and for the fiscal years ended December 31, 2016 and 2015 (including any of the notes or schedules thereto, the auditor's report thereon and related management's discussion and analysis) and the unaudited consolidated interim financial statements as at and for the three and six months ended June 30, 2017 (including any of the notes or schedules thereto and related management's discussion and analysis), in each case filed as part of the Company Filings: (i) were prepared in accordance with IFRS; (ii) fairly present in all material respects the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position, results of operations or financial performance and cash flows of the Company and its Subsidiaries as of their respective dates and the consolidated financial position, results of operations or financial performance and cash flows of the Company and its Subsidiaries for the respective periods covered by such financial statements

(except as may be expressly indicated in the notes to such financial statements); and (iii) reflect appropriate and adequate reserves in respect of contingent liabilities, if any. Other than as a result of the transactions contemplated under this Agreement, the Company does not intend to correct or restate, nor, to the knowledge of the Company is there any basis for any correction or restatement of, any aspect of any of the financial statements referred to in this Paragraph (12). Except as described in the notes to the Company's audited consolidated financial statements as at and for the fiscal years ended December 31, 2016 and 2015, there has been no material change in the Company's accounting policies since December 31, 2016. Except as disclosed in Schedule 3.1(12)(a) of the Company Disclosure Letter, there are no, nor are there any commitments to become a party to, any off-balance sheet transactions of the Company or of any of its Subsidiaries with unconsolidated entities or other Persons.

- (b) The financial books, records and accounts of the Company and each of its Subsidiaries: (i) have been maintained, in all material respects, in accordance with IFRS; (ii) are stated in reasonable detail; (iii) accurately and fairly reflect all the material transactions, acquisitions and dispositions of the Company and its Subsidiaries; and (iv) accurately and fairly reflect the basis of the Company's financial statements.

13. **Disclosure Controls and Internal Control over Financial Reporting.**

- (a) The Company has established and maintains a system of disclosure controls and procedures that are designed to provide reasonable assurance that information required to be disclosed by the Company in its annual filings, interim filings or other reports filed or submitted by it under Securities Laws is recorded, processed, summarized and reported within the time periods specified in Securities Laws. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by the Company in its annual filings, interim filings or other reports filed or submitted under Securities Laws are accumulated and communicated to the Company's management, including its chief executive officer and chief financial officer, as appropriate, to allow timely decisions regarding required disclosure.
- (b) The Company has established and maintains a system of internal control over financial reporting that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS.
- (c) To the knowledge of the Company, there is no material weakness (as such term is defined in National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*) relating to the design, implementation or maintenance of its internal control over financial reporting, or fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of the Company. To the knowledge of the Company, none of the Company, any of its Subsidiaries or Joint

Ventures, or any of their respective directors, officers, auditors, accountants or representatives has received or otherwise obtained knowledge of any material complaint, allegation, assertion, or claim, whether written or oral, regarding accounting, internal accounting controls or auditing matters, including any material complaint, allegation, assertion, or claim that the Company or any of its Subsidiaries has engaged in questionable accounting or auditing practices, or any expression of concern from its employees regarding questionable accounting or auditing matters.

14. **Auditors.** The auditors of the Company are independent public accountants as required by applicable Laws and there is not now, and there has never been, any reportable event (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) with the present or any former auditors of the Company.
15. **No Undisclosed Liabilities.** There are no material liabilities or obligations of the Company or of any of its Subsidiaries of any kind whatsoever, whether accrued, contingent or absolute, other than liabilities or obligations: (a) disclosed in the audited consolidated financial statements of the Company as at and for the fiscal years ended December 31, 2016 and 2015 (including any notes or schedules thereto and related management's discussions and analysis) or the unaudited consolidated interim financial statements as at and for the six months ending June 30, 2017; (b) incurred in the Ordinary Course since December 31, 2016; or (c) incurred in connection with this Agreement. The principal amount of all indebtedness for borrowed money of the Company and its Subsidiaries as of the date of this Agreement, including capital leases, is disclosed in Schedule 3.1(15) of the Company Disclosure Letter.
16. **Absence of Certain Changes or Events.** Since December 31, 2016 to the date of this Agreement, other than the transactions contemplated in this Agreement or as publicly disclosed in the Company Filings, (i) the business of the Company and of each of its Subsidiaries has been conducted in the Ordinary Course, and (ii) there has not occurred any change, event, occurrence, effect or circumstance that, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect.
17. **Long-Term and Derivative Transactions.** Other than as disclosed in Schedule 3.1(17) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries have any material obligations or liabilities, direct or indirect, vested or contingent in respect of any rate swap transactions, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions or currency options or production sales transactions having terms greater than 90 days or any other similar transactions (including any option with respect to any of such transactions) or any combination of such transactions.
18. **Related Party Transactions.** Other than as disclosed in Schedule 3.1(18), neither the Company nor any of its Subsidiaries is indebted to any director, officer, employee or agent of, or independent contractor to, the Company, any of its Subsidiaries or, to the

knowledge of the Company, any of its Joint Ventures or any of their respective affiliates or associates (except for amounts due in the Ordinary Course as salaries, bonuses, director's fees, amounts owing under any contracting agreement with any such independent contractor or the reimbursement of Ordinary Course expenses). There are no Contracts (other than employment arrangements or independent contractor arrangements) with, or advances, loans, guarantees, liabilities or other obligations to, on behalf or for the benefit of, any shareholder, officer or director of the Company, any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures or any of their respective affiliates or associates.

19. **No "Collateral Benefit"**. Except as disclosed in Schedule 3.1(19) of the Company Disclosure Letter, to the knowledge of the Company, no related party of the Company (within the meaning of MI 61-101) together with its associated entities, beneficially owns or exercises control or direction over 1% or more of the outstanding Common Shares, except for related parties who will not receive a "collateral benefit" (within the meaning of such instrument) as a consequence of the transactions contemplated by this Agreement.
20. **Compliance with Laws**. Except as disclosed in Schedule 3.1(20) of the Company Disclosure Letter, the Company, each of its Subsidiaries and, to the knowledge of the Company, each of its Joint Ventures is, and since January 1, 2015 has been, in compliance in all material respects with Law and neither the Company nor any of its Subsidiaries or Joint Ventures is, to the knowledge of the Company, under any investigation with respect to, has been charged or to the knowledge of the Company threatened to be charged with, or has received notice of, any material violation or potential material violation of any Law or a disqualification by a Governmental Entity.
21. **Authorizations and Licenses**.
 - (a) The Company, each of its Subsidiaries and, to the knowledge of the Company, each of its Joint Ventures own, possess or have obtained all Authorizations that are required by Law in connection with the operation of the business of the Company and each of its Subsidiaries and Joint Ventures as presently conducted, or in connection with the ownership, operation or use of the Company Assets or assets of a Joint Venture, respectively, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.
 - (b) The Company, its Subsidiaries or, to the knowledge of the Company, Joint Ventures, as applicable, lawfully hold, own or use, and have complied with, all such Authorizations, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each such Authorization is valid and in full force and effect, and is renewable by its terms or in the Ordinary Course. To the knowledge of the Company, there are no facts, events or circumstances that may reasonably be expected to result in a failure to obtain or failure to be in compliance with all Authorizations as are necessary to conduct the business of the Company or its Subsidiaries or Joint Ventures. To the knowledge of the Company, no event has occurred which, with the giving of

notice, lapse of time or both, could constitute a default under, or in respect of, any Authorization, except, in each case, as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

- (c) Except as disclosed in Schedule 3.1(21)(c) of the Company Disclosure Letter, to the knowledge of the Company, no action, investigation or proceeding is pending in respect of or regarding any such Authorization and none of the Company, any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures has received notice, whether written or oral, of revocation, non-renewal or material amendments of any such Authorization, or of the intention of any Person to revoke, refuse to renew or materially amend any such Authorization.
- (d) Neither the Company nor any of its Subsidiaries has given an undertaking or written assurance (whether legally binding or not) to any Governmental Entity (including any competition authority) under any anti-trust or similar legislation in any jurisdiction which remains current at the date of this Agreement.

22. **Material Contracts.**

- (a) Schedule 3.1(22)(a) of the Company Disclosure Letter sets out a complete and accurate list of all Material Contracts. True and complete copies of the Material Contracts have been disclosed in the Data Room and no such Material Contract has been rescinded, terminated or materially modified; provided that, where a Material Contract includes competitively or commercially sensitive information, the Company may disclose in the Data Room a redacted version of the Material Contract that removes the competitively or commercially sensitive information and also provide a complete, non-redacted version of the Material Contract to the Purchaser's external legal counsel on an external legal counsel only basis.
- (b) Each Material Contract is legal, valid, binding and in full force and effect and is enforceable by the Company or a Subsidiary or Joint Venture of the Company, as applicable, in accordance with its terms (subject to bankruptcy, insolvency and other Laws affecting creditors' rights generally, and to general principles of equity).
- (c) Except as disclosed in Schedule 3.1(22)(c) of the Company Disclosure Letter, the Company, each of its Subsidiaries and, to the knowledge of the Company, each of its Joint Ventures has performed in all material respects all respective obligations required to be performed by them to date under the Material Contracts and neither the Company nor any of its Subsidiaries or, to the knowledge of the Company, Joint Ventures is in material breach or default under any Material Contract, nor does the Company have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default.
- (d) Except as disclosed in Schedule 3.1(22)(d) of the Company Disclosure Letter, none of the Company, any of its Subsidiaries or, to the knowledge of the Company, and of its Joint Ventures knows of, or has received any notice (whether

written or oral) of, any material breach or default under nor, to the knowledge of the Company, does there exist any condition which with the passage of time or the giving of notice or both would result in such a material breach or default under any such Material Contract by any other party to a Material Contract.

- (e) Except as disclosed in Schedule 3.1(22)(e) of the Company Disclosure Letter, none of the Company, any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures has received any notice (whether written or oral) that any party to a Material Contract intends to cancel, terminate or otherwise modify or not renew its relationship with the Company, any of its Subsidiaries or any of its Joint Ventures and, to the knowledge of the Company, no such action has been threatened.

23. Real Property and Personal Property.

- (a) Except as would not reasonably be expected to have a Material Adverse Effect, each of the Company and its Subsidiaries owns, leases or otherwise has the right (including those rights by way of licences, easements or rights of way) to use all Real Property, including all fixtures and improvements situated thereon, and, owns, leases or otherwise has the right to use all equipment and personal property, tangible and intangible, in each case which is used in the operations of the business of such entity in the Ordinary Course and which is necessary to conduct the business of such entity in the manner in which it is presently conducted. Except as would not reasonably be expected to have a Material Adverse Effect, the Company and/or one or more of its Subsidiaries has good and marketable title to all Company Assets (whether real, personal or mixed and whether tangible or intangible) which it owns or purports to own, free and clear of all Liens, other than Permitted Liens. Schedule 3.1(23)(a) of the Company Disclosure Letter sets out the municipal address of all of the Owned Real Property. Schedule 3.1(23)(a) of the Company Disclosure Letter also lists all the Real Property Leases and sets out, in respect of each Real Property Lease: (i) the municipal address and applicable unit of the premises leased; and (ii) the parties to the Real Property Lease. True and complete copies of the Real Property Leases have been disclosed in the Data Room and no such Real Property Lease has been rescinded, terminated or modified.
- (b) To the knowledge of the Company, each parcel of the Real Property has full and free legally enforceable access to and from public highways, which access is sufficient for the purposes of the operation of the business in the Ordinary Course, and neither the Company nor the Subsidiaries has knowledge of any fact or condition that would result in the interruption or termination of such access.
- (c) Except as disclosed in Schedule 3.1(23)(c) of the Company Disclosure Letter, each Real Property Lease is valid and subsisting, in full force and effect, unamended by oral or written agreement, and the Company or a Subsidiary, as the case may be, is entitled to the full benefit and advantage of each Real Property Lease in accordance with its terms subject to bankruptcy, insolvency and other

Laws affecting creditors' rights generally, and to general principles of equity). Each Real Property Lease is in good standing and there has not been any default by any party under any Real Property Lease nor is there any dispute between the Company or a Subsidiary, as the case may be, and any landlord under any Real Property Lease.

- (d) The Company or a Subsidiary, as the case may be, has obtained from each mortgagee of each landlord of each property subject to a Real Property Lease whose mortgage ranks in priority to that Real Property Lease an agreement not to disturb the possession of the Company or the Subsidiary, as the case may be, while the Company or such Subsidiary is not in default under the particular Real Property Lease. None of the Real Property Leases has been assigned by the Company or a Subsidiary in favour of any Person.
 - (e) Except as disclosed in Schedule 3.1(23)(e) of the Company Disclosure Letter, to the knowledge of the Company, there are not any material defects, failures or impairments in the title of the Company's or its Subsidiaries' respective Company Assets other than any Permitted Liens. Neither the Company, nor any of its Subsidiaries is a party to any Contract to sell, transfer or otherwise dispose of any material interest in the Company Assets.
 - (f) Except as disclosed in Schedule 3.1(23)(f) of the Company Disclosure Letter, to the knowledge of the Company, none of the Company or its Subsidiaries has, since January 1, 2015, received any written notice that any of the Company Assets or the buildings and/or fixtures thereon, nor their use, operation or maintenance for the purpose of carrying on the business of the Company and its Subsidiaries in the Ordinary Course violates any restrictive covenant binding upon the Company or its Subsidiaries or any provision of any Law.
24. **Intellectual Property.** Except as disclosed in Schedule 3.1(24) of the Company Disclosure Letter: (a) the Company and its Subsidiaries own all right, title and interest in and to, or have validly licensed (and are not in material breach of such licenses), all Intellectual Property that is material to the conduct of the business, as presently conducted, of the Company and its Subsidiaries; (b) all such Intellectual Property that is owned by or licensed to the Company and its Subsidiaries are sufficient, in all material respects, for conducting the business, as presently conducted, of the Company and its Subsidiaries; (c) to the knowledge of the Company, all Intellectual Property owned or licensed by the Company and its Subsidiaries are valid and enforceable, and to the knowledge of the Company, the carrying on of the business of the Company and its Subsidiaries pursuant to the transactions contemplated by this Agreement and the use by the Company and its Subsidiaries of any of the Intellectual Property or Software owned by or licensed to them does not breach, violate, infringe or interfere with any rights of any other Person and has not done so in the past three years; (d) to the knowledge of the Company, no third party is infringing upon the Intellectual Property owned or licensed by the Company or its Subsidiaries; (e) the Company and its Subsidiaries own or have validly licensed or leased (and are not in material breach of such licenses or leases) such

Software. A true, complete and accurate list of the material Intellectual Property of the Company is set out in Schedule 3.1(24) of the Company Disclosure Letter.

25. **Restrictions on Conduct of Business.** Except as disclosed in Schedule 3.1(25) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries is a party to or bound by any non-competition agreement, any non-solicitation agreement, or any other agreement, obligation, judgment, injunction, order or decree which purports to: (a) limit in any material respect the manner or the localities in which all or any portion of the business of the Company or its Subsidiaries are conducted; or (b) limit any business practice of the Company or any of its Subsidiaries in any material respect.
26. **Litigation.** Except as disclosed in Schedule 3.1(26) of the Company Disclosure Letter and any inquiry, investigation or proceeding solely related to satisfying or obtaining the Regulatory Approvals, there are no claims, actions, suits or arbitrations in respect of amounts in excess of \$500,000, or inquiries, investigations or proceedings pending, or, to the knowledge of the Company threatened, against the Company or any of its Subsidiaries or Joint Ventures, or affecting any of their respective properties or assets, including relating to contractual claims, by or before any Governmental Entity that if determined adverse to the interests of the Company or its Subsidiaries or Joint Ventures, would have, individually or in the aggregate, a Material Adverse Effect or would be reasonably expected to prevent or delay the consummation of the Arrangement or the transactions contemplated hereby, nor, to the knowledge of the Company, are there any events or circumstances which would reasonably be expected to give rise to any such claim, action, suit, arbitration, inquiry, investigation or proceeding. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of the Company, threatened against or relating to the Company or any of its Subsidiaries or Joint Ventures before any Governmental Entity. Neither the Company nor any of its Subsidiaries or, to the knowledge of the Company, any of its Joint Ventures, nor any of their respective properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that would have or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect or that would or would be reasonably expected to prevent or delay the consummation of the Arrangement or the transactions contemplated hereby.
27. **Environmental Matters.** Except as set forth in Schedule 3.1(27) of the Company Disclosure Letter:
 - (a) the Company and each of its Subsidiaries is, and since January 1, 2015 has been, in compliance, in all material respects, with all Environmental Laws;
 - (b) none of the Company or any of its Subsidiaries and, to the knowledge of the Company, no other Person has caused or permitted a material Release of any Hazardous Substances (in each case except in material compliance with applicable Environmental Laws) on, at, in, under or from any of the Company properties or, to the Company's knowledge, real property previously owned, leased or operated by the Company or any of its Subsidiaries;

- (c) there are no pending claims or, to the knowledge of the Company, threatened claims, against the Company or any of its Subsidiaries, arising out of any Environmental Laws;
- (d) the Company is not aware of, nor has it received: (i) any material order or directive from a Governmental Entity which relates to environmental matters; or (ii) any written regulatory demand or notice with respect to the material breach of any Environmental Law applicable to the Company or any of its Subsidiaries or the Company Assets;
- (e) the Company and its Subsidiaries are in possession of, and in compliance with, all material Authorizations required by Environmental Laws to own, lease, develop and operate the Company Assets and to conduct their respective businesses, as now conducted; and
- (f) the Company has delivered to the Purchaser copies of all material environmental reports relating to the currently and formerly owned and leased real property that are within the possession or control of the Company.

28. Employees.

- (a) All written Contracts in relation to the top ten compensated Company Employees or independent contractors (calculated based on annual base salary plus target cash incentives or in the case of an independent contractor based on annual fees payable to the independent contractor) have been disclosed in the Data Room and such Contracts are listed in Schedule 3.1(28)(a) of the Company Disclosure Letter.
- (b) The Company and its Subsidiaries are in material compliance with all terms and conditions of all Law respecting employment, including pay equity, employment standards, labour, human rights, privacy, accessibility, language, immigration, workers' compensation and occupational health and safety, and there are no material outstanding claims, actions, complaints, audits, investigations, proceedings or orders under any such Law and to the knowledge of the Company there is no basis for same other than as disclosed in Schedule 3.1(28)(b) of the Company Disclosure Letter.
- (c) All material amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay, sick days, termination and severance pay and benefits under Employee Plans and other similar accruals have either been paid or properly accrued and are accurately reflected in the books and/or records of the Company or the applicable Subsidiary.
- (d) Except as disclosed in Schedule 3.1(28)(d) of the Company Disclosure Letter, there are no change of control payments, golden parachutes, severance payments, retention payments or agreements with current or former Company Employees or independent contractors providing for cash or other compensation or benefits upon the consummation of, or relating to, the Arrangement or any other

transaction contemplated by this Agreement, including a change of control of the Company, or of any of its Subsidiaries.

- (e) Except as disclosed in Schedule 3.1(28)(e) of the Company Disclosure Letter, neither the Company nor its Subsidiaries is subject to any material claim for wrongful dismissal, constructive dismissal or any other material claim, complaint or litigation relating to employment, discrimination or termination of employment of any current or former Company Employee or relating to any failure to hire a candidate for employment.
- (f) The Company and its Subsidiaries are each properly registered with the applicable workplace safety and insurance board or workers' compensation board, as applicable. There are no material outstanding assessments, penalties, fines, liens, charges, surcharges, or other amounts due or owing pursuant to any workplace safety and insurance or workers' compensation legislation.
- (g) Except as disclosed in Schedule 3.1(28)(g) of the Company Disclosure Letter, there are no material charges pending or, to the knowledge of the Company, threatened with respect to the Company or its Subsidiaries under applicable occupational health and safety legislation ("**OHSL**"). The Company and each of its Subsidiaries have complied in all material respects with the material terms and conditions of OHSL, as well as any orders issued under OHSL and there are no appeals of any material orders under OHSL currently outstanding.

29. **Collective Agreements.**

- (a) Except as disclosed in Schedule 3.1(29)(a) of the Company Disclosure Letter, other than the Collective Agreements, neither the Company nor any Subsidiary is (i) a party to, nor is engaged in any negotiations with respect to, any collective bargaining, union agreement project labour agreement or similar Contract, or (ii) subject to any actual or, to the knowledge of the Company, threatened application for certification or bargaining rights or letter of understanding.
- (b) Except as disclosed in Schedule 3.1(29)(b) of the Company Disclosure Letter, the Company and its Subsidiaries are in material compliance with the Collective Agreements and there are no material grievances or arbitration proceedings under the Collective Agreements.
- (c) There is no labour strike, dispute, lock-out work slowdown or stoppage pending or involving or, to the knowledge of the Company, threatened against the Company or any Subsidiary, and, except as disclosed in Schedule 3.1(29)(c) of the Company Disclosure Letter, no such event has occurred within the last two years.
- (d) Except as disclosed in Schedule 3.1(29)(d) of the Company Disclosure Letter, there are no pending or, to the knowledge of the Company, threatened applications by any trade union to have the Company or a Subsidiary declared a

related successor, or common employer pursuant to applicable Law in any jurisdiction in which the Company or any Subsidiary carries on business.

- (e) Except as disclosed in Schedule 3.1(29)(e) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has engaged in any unfair labour practice.

30. Employee Plans.

- (a) Schedule 3.1(30)(a) of the Company Disclosure Letter lists all material Employee Plans. The Company has disclosed in the Data Room true, correct and complete copies of all such material Employee Plans as amended, together with all related documentation including funding and investment management agreements, summary plan descriptions, actuarial reports, financial statements, and asset statements. To the knowledge of the Company, no set of facts exist and no changes have occurred which would materially affect the information contained in the actuarial reports, financial statements or asset statements required to be provided to the Purchaser.
- (b) Each Employee Plan is and has been established, registered, qualified, funded and, in all material respects, administered in accordance with Law and in accordance with their terms. No fact or circumstance exists which could adversely affect the registered status of any material Employee Plan.
- (c) All contributions, premiums or taxes required to be made or paid by the Company or any of its Subsidiaries as the case may be, under the terms of each Employee Plan, Multi-Employer Plan or Collective Agreement or by Law have been made in a timely fashion.
- (d) No current or former Company Employee or director of the Company or any of its Subsidiaries is or has at any time been a trustee of a Multi-Employer Plan. With respect to any Multi-Employer Plan, the sole obligation of the Company or its Subsidiary, as the case may be, is to make contributions in accordance with the applicable Collective Agreement providing for participation in the Multi-Employer Plan and neither the Company nor any of its Subsidiaries has any liability with respect to any costs, expenses, benefits or investments associated with the maintenance or administration of any such Multi-Employer Plan including any liability relating to any past or future withdrawals from the Multi-Employer Plan.
- (e) Schedule 3.1(30)(e) of the Company Disclosure Letter identifies each Employee Plan that is a "registered pension plan" as that term is defined in subsection 248(1) of the Tax Act.
- (f) Except as disclosed in Schedule 3.1(30)(f) of the Company Disclosure Letter, no Employee Plan provides for retiree benefits or for benefits to retired or terminated Company Employees or to the beneficiaries or dependents of retired or terminated Company Employees.

- (g) Schedule 3.1(30)(g) of the Company Disclosure Letter identifies each Employee Plan that is a "retirement compensation arrangement" as that term is defined in subsection 248(1) of the Tax Act.
- (h) No Employee Plan is subject to any investigation, examination or other proceeding, action or claim initiated by any Governmental Entity, or by any other party (other than routine claims for benefits) and, to the knowledge of the Company, there exists no state of facts which after notice or lapse of time or both would reasonably be expected to give rise to any such investigation, examination or other proceeding, action or claim or to affect the registration or qualification of any Employee Plan required to be registered or qualified.
- (i) Except for the Company Stock Option Plan, the Company LTIP Plans and the Company DSU Plan, the execution of this Agreement and the completion of the transactions contemplated hereby will not (either alone or in conjunction with any additional or subsequent events) constitute an event under any Employee Plan that will or may result in any payment (whether of severance pay or otherwise), acceleration of payment or vesting of benefits, forgiveness of indebtedness, vesting, distribution, restriction on funds, increase in benefits or obligation to fund benefits with respect to any Company Employee or former Company Employee or their beneficiaries or dependants.
- (j) All data necessary to administer each Employee Plan is in the possession of the Company or its Subsidiary or their respective agents and is in a form which is sufficient for the proper administration of the Employee Plan in accordance with its terms and all Applicable Laws and such data is true and correct.

31. **Insurance.**

- (a) The Company, each of its Subsidiaries and, to the knowledge of the Company, each of its Joint Ventures is, and has been continuously since January 1, 2015, insured by reputable third party insurers with reasonable and prudent policies appropriate and customary for the size and nature of the business of the Company, its Subsidiaries and Joint Ventures and their respective assets.
- (b) Except as disclosed in Schedule 3.1(31)(b) of the Company Disclosure Letter, each material insurance policy currently in effect that insures the physical properties, business, operations and assets of the Company and its Subsidiaries or, to the knowledge of the Company, its Joint Ventures is valid and binding and in full force and effect and there is no material claim pending under any such policies as to which coverage has been questioned, denied or disputed. Except as disclosed in Schedule 3.1(31)(b) of the Company Disclosure Letter, there is no material claim pending under any insurance policy of the Company, or any of its Subsidiaries or, to the knowledge of the Company, its Joint Ventures that has been denied, rejected, questioned or disputed by any insurer or as to which any insurer has made any reservation of rights or refused to cover all or any material portion of such claims. All material proceedings covered by any insurance policy

of the Company or of any of its Subsidiaries or, to the knowledge of the Company, its Joint Ventures have been properly reported to and accepted by the applicable insurer.

32. **Taxes.**

- (a) The Company and each of its Subsidiaries has duly and timely filed all Tax Returns required to be filed by them prior to the date hereof and all such Tax Returns are complete and correct in all material respects.
- (b) The Company and each of its Subsidiaries has paid on a timely basis all Taxes which are due and payable, all assessments and reassessments, and all other Taxes due and payable by them on or before the date hereof, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Company. The Company and its Subsidiaries have provided adequate accruals in accordance with IFRS in the most recently published consolidated financial statements of the Company for any Taxes of the Company and each of its Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due on any Tax Returns. Except as disclosed in Schedule 3.1(32)(b) of the Company Disclosure Letter, since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course.
- (c) Except as disclosed in Schedule 3.1(32)(c) of the Company Disclosure Letter, no material deficiencies, litigation, proposed adjustments or matters in controversy exist or have been asserted with respect to Taxes of the Company or any of its Subsidiaries, and neither the Company, nor any of its Subsidiaries, is a party to any material action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries, or any of their respective assets.
- (d) No claim has been made by any Governmental Entity in a jurisdiction where the Company and any of its Subsidiaries does not file Tax Returns that the Company, or any of its Subsidiaries, is or may be subject to material Tax by that jurisdiction.
- (e) There are no Liens (other than Permitted Liens) with respect to Taxes upon any of the Company Assets.
- (f) Each of the Company and its Subsidiaries has withheld, deducted or collected all material amounts required to be withheld, deducted or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so.
- (g) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any material claim for, or the period for the collection or assessment or reassessment of Taxes due from the Company or any of its

Subsidiaries, for any taxable period and no request for any such waiver or extension is currently pending.

- (h) The Company and each of its Subsidiaries has made available to the Purchaser true, correct and complete copies of all material Tax Returns, examination reports and statements of deficiencies for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations have not expired.
 - (i) The Company and each of its Subsidiaries has complied in all material respects with the intercompany transfer pricing provisions of each applicable Law relating to Taxes, including the contemporaneous documentation and disclosure requirements thereunder.
33. **Bankruptcy and Insolvency.** None of the Company, any of its Subsidiaries or any of its Joint Ventures has made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof nor has any petition for a receiving order been presented in respect of it. None of the Company, any of its Subsidiaries or any of its Joint Ventures has initiated any Legal Proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and, to the knowledge of the Company, no such Legal Proceedings have been threatened by any other Person. No receiver has been appointed in respect of the Company, any of its Subsidiaries or any of its Joint Ventures or any of their respective property or assets and no execution or distress has been levied upon any of their respective property or assets and, to the knowledge of the Company, no such Legal Proceedings have been threatened by any other Person.
34. **Opinion of Financial Advisors.** The Special Committee and the Board have received the Fairness Opinions and such Fairness Opinions have not been withdrawn or modified as of the date hereof.
35. **Brokers.** Except for the engagement letters between the Company and the Financial Advisors and the fees payable under or in connection with such engagements, no investment banker, broker, finder, financial adviser or other intermediary has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries or is entitled to any fee, commission or other payment from the Company or any of its Subsidiaries in connection with this Agreement or any other transaction contemplated by this Agreement. In Schedule 8.3(b) of the Company Disclosure Letter, the Company has disclosed to the Purchaser all fees, commissions or other payments that may be payable to the Financial Advisors in connection with this Agreement or any other transaction contemplated by this Agreement.
36. **Special Committee and Board Approval.**
- (a) The Special Committee, after consultation with its financial and legal advisors, has unanimously recommended that the Board approve the Arrangement and that the Company Shareholders vote in favour of the Arrangement Resolution.

- (b) The Board, acting on the unanimous recommendation in favour of the Arrangement by the Special Committee and after consultation with its financial and legal advisors, has unanimously: (i) determined that the Consideration to be received by the Company Shareholders pursuant to the Arrangement and this Agreement is fair to such holders and that the Arrangement is in the best interests of the Company; (ii) resolved to unanimously recommend that the Company Shareholders vote in favour of the Arrangement Resolution; and (iii) authorized the entering into of this Agreement and the performance by the Company of its obligations under this Agreement, and no action has been taken to amend, or supersede such determinations, resolutions, or authorizations.
 - (c) Each of the directors and officers of the Company has advised the Company and the Company believes that they intend to vote or cause to be voted all Common Shares beneficially held by them in favour of the Arrangement Resolution and the Company shall make a statement to that effect in the Company Circular.
- 37. **Funds Available.** The Company has sufficient funds available to pay the Termination Amount.
- 38. **Money Laundering.** The operations of the Company and of each of its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and money laundering Laws and the rules and regulations thereunder and any related or similar Laws, rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity relating to money laundering (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Entity involving the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.
- 39. **Anti-Corruption.**
 - (a) Neither the Company nor any of its Subsidiaries or, to the knowledge of the Company, Joint Ventures or their respective directors, executives, officers, representatives, agents or employees has: (i) used or is using any corporate funds for any contributions, gifts, entertainment or other expenses relating to political activity that would be illegal; (ii) made any unlawful payment or authorized, promised, offered or given anything of value, directly or indirectly, to any Person, including to any Government Official in violation of any applicable anti-corruption laws, including for the purpose of obtaining or retaining an improper business advantage, or improperly directing business to any person or entity, on behalf of the Company, its Subsidiaries or its Joint Ventures; (iii) violated or is violating any provision of the *Corruption of Foreign Public Officials Act* (Canada), the anti-bribery and corruption provisions of the *Criminal Code of Canada*, or any applicable Law of similar effect (collectively, "**Anti-Corruption Laws**"); (iv) has established or maintained, or is maintaining, any illegal fund of corporate monies or other properties; or (v) made any bribe, illegal rebate, illegal

payoff, influence payment, kickback or other illegal payment or benefit of any nature.

- (b) Except as disclosed in Schedule 39(b) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries or, to the knowledge of the Company, Joint Ventures, is, or has at any time been, subject to any actual, pending, or threatened civil, criminal, or administrative actions, suits, demands, claims, hearings, notices of violation, investigations, proceedings, demand letters, settlements, or enforcement actions, or made any voluntary disclosures to any Governmental Entity, involving the Company or any of its Subsidiaries or Joint Ventures in any way relating to applicable Anti-Corruption Laws.
- (c) Neither the Company nor any of its Subsidiaries or Joint Ventures has ever been debarred from bidding for or performing public Contracts in any jurisdiction.

SCHEDULE D
PARENT AND PURCHASER REPRESENTATIONS AND WARRANTIES

1. **Organization and Qualification.** Each of the Purchaser and the Parent is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted.
2. **Corporate Authorization.** Each of the Purchaser and the Parent has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by each of the Purchaser and the Parent of its obligations under this Agreement and the consummation of the Arrangement and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of each of the Purchaser and the Parent and no other corporate proceedings on the part of each of the Purchaser and the Parent are necessary to authorize this Agreement or the consummation of the Arrangement and the other transactions contemplated hereby.
3. **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by each of the Purchaser and the Parent, and constitutes a legal, valid and binding agreement of each of them enforceable against each of them in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
4. **Governmental Authorization.** The execution, delivery and performance by each of the Purchaser and the Parent of its obligations under this Agreement and the consummation by the Purchaser and the Parent of the Arrangement and the transactions contemplated hereby do not require any Authorization or other action by or in respect of, or filing with, or notification to, any Governmental Entity by the Purchaser other than: (a) the Interim Order and any approvals required by the Interim Order; (b) the Final Order; (c) filings with the Director under the CBCA; (d) the Key Regulatory Approvals and any other Regulatory Approval identified in accordance with this Agreement; and (e) pursuant to The Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited; and (f) any Authorizations which, if not obtained, or any other actions by or in respect of, or filings with, or notifications to, any Governmental Entity which, if not taken or made, would not, individually or in the aggregate, materially impede the ability of the Purchaser or the Parent to consummate the Arrangement and the transactions contemplated hereby. Neither the Purchaser nor the Parent has any reason to believe the NDRC Approval will not be obtained prior to the Outside Date.
5. **Non-Contravention.** The execution, delivery and performance by the Purchaser and the Parent of their respective obligations under this Agreement and the consummation of the Arrangement and the transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition):

- (a) contravene, conflict with, or result in any violation or breach of the Constatng Documents of the Purchaser or the organizational documents of the Parent; or
 - (b) assuming compliance with the matters referred to in Paragraph 4 above, contravene, conflict with or result in a violation or breach of any Law applicable to the Purchaser or the Parent or any of their respective properties or assets except as would not, individually or in the aggregate, materially impede the ability of the Purchaser or the Parent to consummate the Arrangement and the transactions contemplated hereby.
- 6. **Litigation.** There are no claims, actions, suits, arbitrations, inquiries, investigations or proceedings pending, or, to the knowledge of the Purchaser and the Parent, threatened, against the Purchaser or the Parent before any Governmental Entity, nor is the Purchaser or the Parent subject to any outstanding judgement, order, writ, injunction or decree that, either individually or in the aggregate, is reasonably likely to prevent or materially delay the consummation of the Arrangement or the transactions contemplated hereby.
- 7. **Funds Available.** The Purchaser has, and the Purchaser will have at the Effective Time, sufficient funds available to satisfy the aggregate amount payable by the Purchaser pursuant to the Arrangement in accordance with the terms of this Agreement and the Plan of Arrangement, and to satisfy all other obligations payable by the Purchaser pursuant to this Agreement and the Arrangement. The obligations of the Purchaser hereunder are not subject to any conditions regarding the ability of the Parent, the Purchaser or any other Person to obtain financing for the Arrangement and the other transactions contemplated by this Agreement.
- 8. **Security Ownership.** Neither the Parent, nor any of its Subsidiaries (including the Purchaser) or any Person acting jointly or in concert with the Parent, beneficially owns or exercises control or direction over any securities of the Company.
- 9. **Ownership of the Purchaser.** The Parent is, directly or indirectly, the beneficial owner of all of the outstanding securities of the Purchaser.

SCHEDULE E
KEY REGULATORY APPROVALS

Competition Act Approval

The ICA Approval

The NDRC Approval

SCHEDULE F
FORM OF
SUPPORT AND VOTING AGREEMENT

THIS AGREEMENT made the 26th day of October, 2017.

B E T W E E N:

■,

(hereinafter called the "**Shareholder**"),

- and -

10465127 CANADA INC.,
a corporation existing under the laws of Canada,

(hereinafter called the "**Purchaser**"),

- and -

**CCCC INTERNATIONAL HOLDING
LIMITED**,
a limited liability company existing under the laws
of Hong Kong,

(hereinafter called the "**Parent**").

WHEREAS the Shareholder is the legal and beneficial owner of common shares ("**Common Shares**") in the capital of Aecon Group Inc. (the "**Company**"), as described more particularly on Schedule A hereto (together with any additional Common Shares acquired by the Shareholder at any time from the date hereof to and including the Record Date of the Company Meeting, the "**Subject Shares**");

AND WHEREAS the Purchaser, the Parent and the Company are concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreement**") contemplating an arrangement of the Company under Section 192 of the *Canada Business Corporations Act*, the result of which will be, among other things, the Purchaser acquiring all of the Common Shares of the Company for consideration of \$20.37 in cash per Common Share (the "**Transaction**");

AND WHEREAS the Shareholder has agreed to vote or cause to be voted the Subject Shares in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Arrangement Agreement.

1.2 In this Agreement, unless otherwise specified:

- (a) the terms "Agreement", "this Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an "Article" or "Section" followed by a number refer to the specified Article or Section of this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the word "including" is deemed to mean "including without limitation";
- (f) the terms "party" and "the parties" refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement or the Arrangement Agreement means this Agreement or the Arrangement Agreement, as applicable, as amended, modified, replaced or supplemented from time to time;
- (h) all dollar amounts refer to Canadian dollars; and
- (i) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

ARTICLE 2
COVENANTS OF THE SHAREHOLDER

2.1 The Shareholder hereby covenants and agrees that it shall, from the date hereof until the termination of this Agreement pursuant to Article 6:

- (a) not option for sale, offer, sell, transfer, assign, exchange, gift, dispose of, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Subject Shares, or any right or interest therein (legal or equitable), to any Person or agree to do any of the foregoing, other than (i) pursuant to the Arrangement Agreement, (ii) to an affiliate of the Shareholder, or (iii) if the Shareholder is an individual, (A) to any member of the Shareholder's immediate family, or to a trust for the benefit of the Shareholder or any member of the Shareholder's immediate family, or (B) upon the death of the Shareholder;
- (b) except to the extent contemplated by this Agreement, not grant or agree to grant any proxy, power of attorney or other right to vote the Subject Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of Shareholders or give consents or approval of any kind with respect to any of the Subject Shares;
- (c) not exercise the voting rights attaching to the Subject Shares in respect of any proposed action by the Company in a manner which would reasonably be expected to prevent or materially delay the successful completion of the Transaction or the other transactions contemplated by the Arrangement Agreement;
- (d) not, directly or indirectly, through any of its Representatives:
 - (i) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal,
 - (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or the Parent and its representatives) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to, an Acquisition Proposal, or
 - (iii) enter into or publicly propose to enter into, any Contract in respect of an Acquisition Proposal;
- (e) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiations, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser and the Parent) with respect to any inquiry, proposal or offer that constitutes or may reasonably be expected to lead to, an Acquisition Proposal; and
- (f) not make any statements which may reasonably be construed as being against the transactions contemplated by the Arrangement Agreement or any aspect thereof and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or

which has the effect of, directly or indirectly, stopping, preventing, impeding, delaying or varying the Transaction or any aspect thereof, including not exercise any securityholder rights or remedies available at common law or pursuant to applicable Securities Laws.

2.2 Notwithstanding any other provision of this Agreement, the Purchaser and the Parent hereby agree and acknowledge that the Shareholder is bound hereunder solely in its capacity as a securityholder of the Company and that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in its capacity as a director or officer of the Company (if the Shareholder holds such office). Without limiting the foregoing, the Purchaser and the Parent acknowledge and agree that the Shareholder may take any action in its capacity as director or officer of the Company to discharge such Shareholder's fiduciary duties as a director and/or officer of the Company, provided that any such action in connection with an Acquisition Proposal is permitted by and is done in compliance with the terms of the Arrangement Agreement.

ARTICLE 3 **AGREEMENT TO VOTE**

3.1 The Shareholder hereby covenants and agrees from the date hereof until the termination of this Agreement pursuant to Article 6:

- (a) to vote or to cause to be voted the Subject Shares at the Company Meeting (or any adjournment or postponement thereof) in favour of the Arrangement Resolution and any other matter necessary for the consummation of the Transaction;
- (b) to vote or cause to be voted the Subject Shares against any Acquisition Proposal and/or any matter that could reasonably be expected to materially delay, prevent or frustrate the successful completion of the Transaction at any meeting of the shareholders of the Company called for the purposes of considering same; and
- (c) no later than five Business Days prior to the date of the Company Meeting, the Shareholder shall deliver or cause to be delivered to the transfer agent of the Company designated in the Company Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement Resolution and/or any other matter necessary for the consummation of the Transaction, with such proxy or proxies naming as proxyholder those individuals as may be designated by the Company in the Company Circular and such proxy or proxies shall not be revoked without the prior written consent of the Purchaser.

3.2 The Shareholder irrevocably and unconditionally covenants and agrees that the Shareholder will not exercise any Dissent Rights.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES
OF THE SHAREHOLDER

4.1 The Shareholder represents and warrants as follows and acknowledges that the Purchaser and the Parent are relying upon these representations and warranties in connection with the entering into of this Agreement and the Arrangement Agreement:

- (a) the Shareholder has the capacity and has received all requisite approvals to execute and deliver this Agreement and to perform his, her or its obligations hereunder;
- (b) this Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by the Purchaser and the Parent, constitutes a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder 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 Shareholder has the right to vote all of the Subject Shares and all of the Subject Shares shall, immediately prior to the Effective Time, be beneficially owned by the Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;
- (d) the Shareholder is not party to any agreement for the sale, disposition, transfer or voting of any of the Subject Shares, except this Agreement;
- (e) none of the execution and delivery by the Shareholder of this Agreement or the performance of its obligations hereunder will result in a material breach of (i) any agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; or (ii) any Law or any judgment, decree, order or award of any Governmental Entity, except in each case as would not reasonably be expected, either individually or in the aggregate, to materially impair the ability of the Shareholder to perform its obligations hereunder; and
- (f) as of the date hereof, the Subject Shares and the securities as set forth on Schedule A are the only Common Shares and securities exercisable or convertible into or exchangeable for Common Shares of the Company owned by the Shareholder.

The representations and warranties of the Shareholder set forth in this Article 4 shall not survive the completion of the Transaction and will expire and be terminated on the date that this Agreement is terminated in accordance with Article 6.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES
OF THE PURCHASER AND THE PARENT

5.1 The Purchaser and the Parent represent and warrant as follows and acknowledge that the Shareholder is relying upon these representations and warranties in connection with the entering into of this Agreement:

- (a) each of the Purchaser and the Parent is a corporation duly incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the execution and delivery of this Agreement by each of the Purchaser and the Parent and the performance by each of the Purchaser and the Parent of its obligations hereunder have been duly authorized and no other corporate proceedings on the part of the Purchaser and the Parent are necessary to authorize this Agreement and the performance of their respective obligations hereunder. This Agreement has been duly executed and delivered by each of the Purchaser and the Parent and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding obligation, enforceable by the Shareholder against each of the Purchaser and the Parent 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; and
- (c) none of the execution and delivery by the Purchaser and the Parent of this Agreement or the performance of their respective obligations hereunder will result in a breach of (i) the constating or organizational documents of the Purchaser or the Parent; (ii) any agreement or instrument to which the Purchaser or the Parent is a party or by which the Purchaser or the Parent or any of their respective property or assets is bound; (iii) any Law or any judgment, decree, order or award of any Governmental Entity.

The representations and warranties of the Purchaser and the Parent set forth in this Article 5 shall not survive the completion of the Transaction and will expire and be terminated on the date that this Agreement is terminated in accordance with Article 6.

ARTICLE 6
TERMINATION

6.1 This Agreement may be terminated:

- (a) by the Shareholder upon written notice to the Purchaser if:

- (i) the Purchaser or the Parent, without the prior written consent of the Shareholder, decrease the amount of the consideration per Common Share payable pursuant to the Transaction; or
 - (ii) the Purchaser or the Parent, without the prior written consent of the Shareholder, otherwise varies the terms of the Arrangement Agreement in a manner that is materially adverse to the Shareholder.
- (b) by the Purchaser or the Parent upon written notice to the Shareholder if:
- (i) the Shareholder has not complied in all material respects with its covenants to the Purchaser and the Parent contained herein;
 - (ii) any of the representations and warranties of the Shareholder contained herein is untrue or inaccurate in any material respect; or
 - (iii) the Company has not complied in all material respects with its covenants to the Purchaser and the Parent under the Arrangement Agreement.

6.2 This Agreement shall be terminated upon the earliest of:

- (i) the date upon which the Shareholder, the Purchaser and the Parent mutually agree to terminate this Agreement;
- (ii) the termination of the Arrangement Agreement in accordance with its terms; or
- (iii) the Effective Time.

6.3 In the case of any notice of termination of this Agreement pursuant to Sections 6.1 and 6.2, this Agreement shall terminate and be of no further force or effect. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 7 **DISCLOSURE**

7.1 The Shareholder (a) consents to the details of this Agreement being set out in the Company Circular in respect of the Transaction and this Agreement being made publicly available, including by filing on SEDAR, as may be required pursuant to applicable Securities Laws, (b) consents to and authorizes the publication and disclosure by the Purchaser, the Parent and the Company of its identity and holding of Subject Shares, the nature of its commitments and obligations under this Agreement and any other information, in each case that the Purchaser or the Parent reasonably determines is required to be disclosed by applicable Law in any press release, the Company Circular in respect of the Transaction or any other disclosure document in connection with the Transaction and any transactions contemplated by the Arrangement Agreement, (c) agrees to promptly give to the Purchaser or the Parent any information it may reasonably require for the preparation of any such disclosure documents, and (d) agrees to

promptly notify the Purchaser or the Parent of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure document, if and to the extent that any such information shall have become false or misleading in any material respect. Except as contemplated by the immediately preceding sentence and as otherwise required by applicable Law or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. A copy of this Agreement may be provided to the Company.

ARTICLE 8
GENERAL

8.1 This Agreement shall become effective upon execution and delivery hereof by the Shareholder.

8.2 Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered, all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

8.3 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.

8.4 Time shall be of the essence of this Agreement.

8.5 Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, or transmitted by fax or e-mail, addressed as follows:

(a) in the case of the Shareholder:

Aecon Group Inc.
20 Carlson Court, Suite 800
Toronto, ON M9W 7K6

Attention: ■
E-mail: ■

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Vincent A. Mercier and Brett Seifred
E-mail: vmercier@dwpv.com and bseifred@dwpv.com
Facsimile: (416) 863-0871

(b) in the case of the Purchaser and the Parent:

CCCC International Holding Limited
Room 2805 – 28th Floor, Convention Plaza Office Tower,
1 Harbour Road,
Wanchai, Hong Kong

Attention: ■
E-mail: ■
Fax: ■

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay St., Suite 4000
Toronto, Ontario, M5L 1A9

Attention: Jeff Lloyd and Richard Turner
E-mail: jeff.lloyd@blakes.com and richard.turner@blakes.com
Facsimile: (416) 863-2653

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day). (c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 8.5.

8.6 This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province. Each of the parties irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

8.7 Each of the parties hereto agrees with the others that: (i) money damages would not be a sufficient remedy for any breach of this Agreement by any of the parties; (ii) 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 the event of any breach of the provisions of this Agreement; and (iii) 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. The prevailing party shall be reimbursed for all costs and expenses, including reasonable legal fees, incurred in enforcing the other party's obligations hereunder. 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.

8.8 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not irremediably affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled according to their original tenor to the extent possible.

8.9 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

8.10 No amendment or waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. 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.

8.11 This Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

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

[A – If Shareholder is a corporation, partnership, or other entity:]

**[INSERT NAME OF
SHAREHOLDER]**

by _____
Name:
Title:

[B – If Shareholder is an individual:]

SIGNED, SEALED & DELIVERED
in the presence of:

Witness

Name

10465127 CANADA INC.

by _____
Name: Jianzhong Lu
Title: Director

**CCCC INTERNATIONAL HOLDING
LIMITED**

by _____
Name: Jianzhong Lu
Title: President

SCHEDULE A
Ownership of Securities

Name of Shareholder:	■
Common Shares beneficially owned:	■
Registered holder (if different than beneficial owner):	■
Other securities beneficially owned that are exercisable or exchangeable for, or convertible into, Common Shares:	■