

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victhom Human Bionics Inc./Victhom Bionique Humaine Inc.		04/26/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Laboratoire Victhom Inc./Victhom Laboratory Inc.		
Street Address:	2101 boul. Le Carrefour,		
Internal Address:	bureau 200		
City:	Laval		
State/Country:	CANADA		
Postal Code:	H7S 2J7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3356994	VICTHOM HUMAN BIONICS	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-460-5000		
Email:	chiipdocket@seyfarth.com		
Correspondent Name:	Julia K Sutherland		
Address Line 1:	131 South Dearborn Street		
Address Line 2:	Suite 2400		
Address Line 4:	CHICAGO, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	37407-501200		
DOMESTIC REPRESENTATIVE			

CH \$40.00 3356994

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Julia K. Sutherland

Signature:

/jks/

Date:

05/23/2013

Total Attachments: 13

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Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

VICTHOM BIONIQUE HUMAINE INC.
VICTHOM HUMAN BIONICS INC.

413811-2

Corporate name(s) of CBCA applicants / Dénomination(s)
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou
des sociétés

I HEREBY CERTIFY that the arrangement set
out in the attached articles of arrangement has
been effected under section 192 of the *Canada
Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans
les clauses d'arrangement annexées a pris effet en
vertu de l'article 192 de la *Loi canadienne sur les
sociétés par actions*.

Marcie Girouard

Director / Directeur

2013-04-26

Date of Arrangement (YYYY-MM-DD)
Date de l'arrangement (AAAA-MM-JJ)

Canada



Industry Canada Industrie Canada
 Canada Business Le Canadienne sur les
 Corporations Act sociétés par actions

FORM 14.1
 ARTICLES OF ARRANGEMENT
 (SECTION 192)

FORMULAIRE 14.1
 CLAUSES D'ARRANGEMENT
 (ARTICLE 192)

1 -- Name of the applicant corporation(s) - Dénomination sociale de la(des) requérante(s) VICTHOM BIONIQUE HUMAINE INC. VICTHOM HUMAN BIONICS INC.	2 -- Corporation No.(s) - N°(s) de la(des) société(s) 4138112
3 -- Name of the corporation(s) the articles of which are amended, if applicable Dénomination sociale de la(des) société(s) dont les statuts sont modifiés, le cas échéant	4 -- Corporation No.(s) - N°(s) de la(des) société(s)
5 -- Name of the corporation(s) created by amalgamation, if applicable Dénomination sociale de la(des) société(s) issue(s) de la(des) fusion(s), le cas échéant LABORATOIRE VICTHOM INC. VICTHOM LABORATORY INC.	6 -- Corporation No.(s) - N°(s) de la(des) société(s) 7748337
7 -- Name of the dissolved corporation(s), if applicable Dénomination sociale de la(des) société(s) dissoute(s), le cas échéant	8 -- Corporation No.(s) - N°(s) de la(des) société(s)
9 -- Name of other corporations involved, if applicable Dénomination sociale des autres sociétés en cause, le cas échéant ERGORECHERCHE INC. ERGORESEARCH INC.	10 -- Corporation No.(s) or jurisdiction of incorporation N°(s) de la(des) société(s) ou loi sous le régime de laquelle elle est constituée 3513874

11 -- In accordance with the order approving the arrangement - Conformément aux termes de l'ordonnance approuvant l'arrangement

a. The articles of the above named corporation(s) are amended in accordance with the attached plan of arrangement
 Les statuts de la(des) société(s) susmentionnée(s) sont modifiés en conformité avec le plan d'arrangement ci-joint

The name of _____ is changed to _____
 La dénomination sociale de _____ est modifiée pour _____

b. The following bodies corporate are amalgamated in accordance with the attached plan of arrangement
 Les personnes morales suivantes sont fusionnées conformément au plan d'arrangement ci-joint

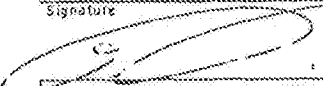
c. The above named corporation(s) is(are) liquidated and dissolved in accordance with the attached plan of arrangement
 La(s) société(s) susmentionnée(s) est(sont) liquidée(s) et dissoute(s) conformément au plan d'arrangement ci-joint

d. The plan of arrangement attached hereto, involving the above named body(ies), corporate is hereby effected
 Le plan d'arrangement ci-joint portant sur la(les) personne(s) morale(s) susmentionnée(s) prend effet

L'Annexe A ci-jointe fait partie intégrante de ce formulaire
 The attached Schedule A is incorporated into this form.

ERGORECHERCHE INC. - 3513874
 ERGORESEARCH INC.

VICTHOM BIONIQUE HUMAINE INC. - 4138112
 VICTHOM HUMAN BIONICS INC.

Signature 	Printed Name - Nom en lettres moulées NORMAND RIVARD	12 -- Capacity of - En qualité de Administrateur	13 -- Tel. No. - N° de tél. 514 677 3948
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FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT

APR 26 2013

IC 3189 (2003/04)



SCHEDULE A

Summary of the Articles of Laboratoire Victhom inc./Victhom Laboratory Inc., the corporation resulting from the amalgamation of Ergorecherche inc./Ergoresearch Inc. and Victhom Bionique Humaine inc./Victhom Human Bionics Inc. :

1.	Name of the Corporation :	Laboratoire Victhom inc. Victhom Laboratory Inc.
2.	Province or territory in Canada where the registered office is situated :	Québec
3.	The classes and any maximum number of shares that the Corporation is authorized to issue :	An unlimited number of Common shares
4.	Restrictions on share transfers :	No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in item 7 - Other provisions
5.	Minimum and maximum number of directors :	The board of directors will be constituted of at least one (1) director and not more than ten (10) directors
6.	Restrictions, if any, on the business the Corporation may carry on :	None
7.	Other provisions, if any :	No securities, other than non-convertible debt securities, shall be transferred without the prior approval of (a) the board of directors of the Corporation by way of a resolution, (b) the majority of the directors of the Corporation, (c) the shareholders of the Corporation by way of a resolution, or (d) a majority of the shareholders of the Corporation.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Arrangement Agreement" means the arrangement agreement dated as of March 14, 2013 between the Purchaser and the Corporation, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof;

"Affiliate" has the meaning ascribed thereto in the Securities Act;

"Amalco" shall mean the corporation continuing from the amalgamation of the Purchaser and the Corporation;

"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 thereto made in accordance with Article 6 hereof or made at the direction of the Court in the Final Order;

"Arrangement Resolution" means the special resolution approving the Plan of Arrangement to be considered at the Meeting, to be substantially in the form and content of Schedule B attached to the Arrangement Agreement;

"Articles of Arrangement" means the articles of arrangement of the Corporation in respect of the Arrangement, required by the CBCA to be sent to the Director after the Final Order is made, which shall be in a form and content satisfactory to the Corporation and the Purchaser, acting reasonably;

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the province of Québec;

"CBCA" means the Canada Business Corporations Act or its successor legislation and the regulations made thereunder;

"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;

"Common Shares" means the common shares in the share capital of the Corporation;

"Common Share Cash Consideration" means \$0.08 in cash per Common Share;

"Corporation" means Victrom Human Bionics Inc., a corporation incorporated under the CBCA;

"Court" means the Superior Court of Québec;

"Depository" means the depository to be chosen by the Corporation and the Purchaser to receive the letters of transmittal and disburse the consideration payable to Securityholders, being a corporation organized and existing under the laws of Canada and authorized to carry on the business of a trust company in Canada;

"Director" means the Director appointed pursuant to Section 260 of the CBCA;

"Dissent Rights" means the rights of dissent in respect of the Arrangement described in Article 4;

"Dissenting Shareholder" means a holder of Common Shares or Series A Preferred Shares who properly dissents in respect of the Arrangement in strict compliance with the procedures for exercising Dissent Rights and does not withdraw such dissent prior to the Effective Time;

"Effective Date" means the date shown on the Certificate of Arrangement as determined in accordance with Section 2.7 of the Arrangement Agreement;

"Effective Time" means 8:30 a.m. (Eastern Time) on the Effective Date;

"Encumbrances" means pledges, liens, charges, security interests, leases, title retention agreements, mortgages, hypothecs, title defects, options or adverse claims or encumbrances of any kind or character whatsoever and any agreement, option, right of first refusal, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

"Final Order" means the final order of the Court, in a form acceptable to the Corporation and the Purchaser, acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Corporation 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 Corporation and the Purchaser, each acting reasonably) on appeal;

"Governmental Entity" means (a) any multinational, federal, provincial, territorial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau or agency, domestic or foreign; (b) any subdivision or authority of any of the foregoing; or (c) any quasi-governmental or private body, including any trade or standards association, exercising any regulatory, expropriation or taxing authority under or for the account of any of the above or otherwise;

"Interim Order" means the interim order of the Court, in a form acceptable to the Corporation and the Purchaser, each acting reasonably, in respect of the Arrangement, as the same may be amended by the Court (with the consent of both the Corporation and the Purchaser, each acting reasonably);

"Letter of Transmittal" means the letter of transmittal to be sent by the Corporation to the Shareholders with the proxy circular in connection with the Arrangement;

"Meeting" means the special meeting of Securityholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order to consider and, if deemed advisable, to approve the Arrangement Resolution;

"Options" means any outstanding options under the Stock Option Plan;

"Person" includes an individual, partnership, association, corporation, company, limited liability company, unincorporated association, unincorporated syndicate or organization, trust, body corporate, joint venture, business organization, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"Purchaser" means Ergoresearch Inc., a corporation incorporated under the CBCA;

"Securities Act" means the *Securities Act* (Québec) and the rules, regulations and published policies made thereunder;

"Securityholders" means, collectively, the Shareholders and the holders of Options;

"Series A Preferred Shares" means the series A preferred shares in the share capital of the Corporation;

"Series A Cash Consideration" means an amount in cash per Series A Preferred Share equal to \$2,556,188 divided by the number of issued and outstanding Series A Preferred Shares as of the Effective Date;

"Series B Preferred Shares" means the series B preferred shares in the share capital of the Corporation;

"Shareholders" means the registered and beneficial holders of Common Shares, Series A Preferred Shares and Series B Preferred Shares;

"Stock Option Plan" means the Corporation's 2004 (as amended in 2007 and in 2010) stock option plan; and

"Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder, in effect as of the date hereof, and as they may be promulgated or amended from time to time.

1.2 Sections and Headings

The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or the interpretation of this Plan of Arrangement. Unless otherwise indicated, any reference in this Plan of Arrangement to articles or sections refers to the specified articles or sections of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular number include the plural and vice versa and words importing any gender include all genders.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Time

Time shall be of the essence in this Plan of Arrangement.

ARTICLE 2 BINDING EFFECT

2.1 Binding Effect

This Plan of Arrangement, within the meaning of Section 192 of the CBCA, will become effective on, and be binding on and after, the Effective Date on the Corporation, the Purchaser and all Securityholders (including Dissenting Shareholders).

ARTICLE 3 ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time, the following transactions shall occur and shall be deemed to occur in the following order, without any further authorization, act or formality:

- (a) that number of Series A Preferred Shares required to be redeemed as per the terms and conditions of the Series A Preferred Shares using the Required Redemption Proceeds (as such term is defined in the description of the share capital of the Corporation) held by the Corporation as of the Effective Date shall be redeemed by the Corporation;
- (b) each Option granted and outstanding immediately prior to the Effective Time shall, without any further act or formality by or on behalf of any holder of such Option, be deemed to be vested and transferred (free and clear of any Encumbrances) by the holder thereof to the Corporation in exchange for a cash amount equal to the Common Share Cash Consideration less the exercise price in respect of such Option and, for greater certainty, to the extent such amount is a negative number, the consideration in respect of such Option shall be nil, and:

- (i) the holder thereof shall cease to be the holder of such Option and shall cease to have any rights as a holder in respect of such Option or under the Stock Option Plan;
 - (ii) such holder's name shall be removed from the register of Options, as of such time, and all option agreements, grants and similar instruments relating thereto shall be cancelled; and
 - (iii) each Option and the Stock Option Plan shall be cancelled as of such time;
- (c) each Common Share outstanding immediately prior to the Effective Time (other than Common Shares held by the Dissenting Shareholders) shall be transferred (free and clear of any Encumbrances) without any further act or formality by the holder thereof to the Purchaser in exchange for a cash amount equal to the Common Share Cash Consideration, and;
- (i) the holder thereof shall cease to be the holder of such Common Share and shall cease to have any rights as a Shareholder in respect of such Common Share;
 - (ii) such holder's name shall be removed from the register of Shareholders (as holder of Common Shares), as of such time; and
 - (iii) the certificate representing such Common Shares shall be deemed to have been cancelled as of such time;
- (d) concurrently with step (c), all Common Shares held by Dissenting Shareholders shall be deemed to have been transferred (free and clear of any Encumbrances) without any further act or formality by the holders thereto to the Purchaser and such Dissenting Shareholders shall cease to have any rights as Shareholders in respect of such Common Shares other than the right to be paid the fair value of their Common Shares as set out in Section 4.1;
- (e) each Series A Preferred Shares outstanding following step (a) above (other than Series A Preferred Share held by the Dissenting Shareholders) shall be transferred (free and clear of any Encumbrances) without any further act or formality by the holder thereof to the Purchaser in exchange for a cash amount equal to the Series A Cash Consideration, and;
- (i) the holder thereof shall cease to be the holder of such Series A Preferred Share and shall cease to have any rights as a Shareholder in respect of such Series A Preferred Share;
 - (ii) such holder's name shall be removed from the register of Shareholders (as holder of Series A Preferred Shares), as of such time; and
 - (iii) the certificate representing such Series A Preferred Shares shall be deemed to have been cancelled as of such time;

- (f) concurrently with step (e), all Series A Preferred Shares held by Dissenting Shareholders shall be deemed to have been transferred (free and clear of any Encumbrances) without any further act or formality by the holders thereto to the Purchaser and such Dissenting Shareholders shall cease to have any rights as Shareholders in respect of such Series A Preferred Shares other than the right to be paid the fair value of their Series A Preferred Shares as set out in Section 4.1;
- (g) the aggregate stated capital of the Corporation's Common Shares and Series A Preferred Shares shall be reduced to an amount of \$1 without any payment of cash or distribution of property by the Corporation to its shareholders, and the amount of the reduction shall be credited to the contributed surplus of the Corporation;
- (h) the Purchaser and the Corporation will amalgamate and continue as one corporation under the CBCA, Amalco, with the same effect as if Section 186 of the CBCA were applicable to the amalgamation, and in connection with the amalgamation:
 - (i) Name: The name of Amalco shall be "Victhom Laboratory Inc." and "Laboratoire Victhom inc." in its French version;
 - (ii) Registered Office: The registered office of Amalco shall be located in the City of Montreal in the District of Montreal, Province of Quebec. The address of the registered office of Amalco shall be 2101 Boulevard le Carrefour, Suite 200, Laval, Quebec, H7S2J7;
 - (iii) Business and Powers: There shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise;
 - (iv) Authorized Share Capital: The authorized share capital of Amalco shall consist of an unlimited number of common shares;
 - (v) Share Conversion: Each Common Share, Series A Preferred Share and Series B Preferred Share shall be cancelled without any repayment of capital in respect thereof and each common share of the Purchaser shall be converted into one common share of Amalco;
 - (vi) Restrictions on Transfer: No Amalco securities, other than non-convertible debt securities, shall be transferred without the prior approval of (A) the board of directors of Amalco by way of a resolution, (B) the majority of the directors of Amalco, (C) the shareholders of Amalco by way of a resolution, or (D) a majority of the shareholders of Amalco;
 - (vii) Number of Directors: The number of directors of Amalco shall be not less than one (1) and not more than ten (10) as the shareholders of Amalco may from time to time determine by special resolution or, if empowered to do so by special resolution, as the directors of Amalco may from time to time determine;

(viii) Initial Directors: The initial directors of Amalco shall be:

<u>Name</u>	<u>Occupation</u>	<u>Address</u>
Danielle Boucher	Vice-President of Ergoresearch Ltd. and the Purchaser	35 ch. des Gavots Lac-Beauport (Québec) G3B1J4 Canada
Sylvain Boucher	President and Chief Executive Officer of Ergoresearch Ltd. and the Purchaser	2 rue des Visconts Blainville (Québec) J7B1F3 Canada
Michel Pierron	Chairman and CEO of Holding Proteor	11, des Buttes BP 704 Cedex Dijon France 21018

(ix) By-laws: The by-laws of Amalco shall be the same as the by-laws of the Purchaser; and

(x) Stated Capital: For the purposes of the CBCA, the stated capital of Amalco shall be the stated capital of the Purchaser;

provided that none of the foregoing will occur or will be deemed to occur unless all of the foregoing occurs.

ARTICLE 4 RIGHTS OF DISSENT

4.1 Rights of Dissent

Shareholders may exercise rights of dissent with respect to such Common Shares and Series A Preferred Shares, as applicable pursuant to and in the manner set forth in section 190 of the CBCA and this Section 4.1 (the "Dissent Rights") in connection with the Arrangement as the same may be modified by the Interim Order or the Final Order; 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 Corporation before 5:00 p.m. on the Business Day preceding the Meeting.

4.2 Recognition of Dissenting Shareholders

Shareholders who duly exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Common Shares or Series A Preferred Shares shall be deemed to have transferred such Common Shares or Series A Preferred Shares to the Purchaser at the Effective Time in consideration for, for each Common Share or Series A Preferred Share so transferred, such fair value; or
- (b) for any reason are ultimately not entitled to be paid fair value for their Common Shares or Series A Preferred Shares shall be deemed to have participated in the Arrangement on the same basis as any non dissenting Shareholder as at and from the Effective Time and shall be deemed to have transferred such Common Shares or Series A Preferred Shares to the Purchaser at the Effective Date in consideration for, for each Common Share or Series A Preferred Share so

Shares or Series A Preferred Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Common Shares or Series A Preferred Shares of any kind or nature against the Corporation 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 and all cash to which such former holder was entitled shall be returned to the Purchaser.

- (d) Prior to the filing of the Articles of Arrangement, the Corporation shall deposit or cause to be deposited (in a manner acceptable to the Depositary), for the benefit of holders of Options, cash with the Depositary in an aggregate amount equal to the payments in respect thereof required by the Plan of Arrangement, if any, net of applicable withholdings for the benefit of such holders. Under no circumstances will interest be paid by the Corporation or the Depositary to holders depositing Options, by reason of any delay in paying for any Options or otherwise.
- (e) As soon as practicable following the Effective Date, the Depositary shall deliver to each holder of Options as reflected on the register maintained by or on behalf of the Corporation in respect of Options, a cheque representing the cash payment, without interest, if any, which such holder of Options is entitled to receive pursuant to Section 3.1(b), less any amounts required to be withheld pursuant to Section 5.3.
- (f) Any payment made by way of cheque by the Depositary pursuant to the Plan of Arrangement that has not been deposited or has been returned to the Depositary or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the consideration for Common Shares, Series A Preferred Shares or Options pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited for no consideration, and all cash to which such holder was entitled shall be returned to the Purchaser or the Corporation, as applicable.
- (g) No Securityholder shall be entitled to receive any consideration with respect to Common Shares, Series A Preferred Shares, Series B Preferred Shares or Options other than any cash payment to which such holder is entitled to receive in accordance with Section 3.1 and this Section 5.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

5.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares or Series A Preferred Shares transferred pursuant to Section 3.1 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 pay in exchange for such lost, stolen or destroyed certificate, the cash payment which such holder is entitled to receive pursuant to Section 3.1 (net of amounts required to be withheld pursuant to Section 5.3). When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom the payment is made shall, as a condition precedent to the delivery of such payment thereof, give a bond satisfactory to the Corporation, the Purchaser and the Depositary in such sum as the Purchaser may direct or otherwise indemnify the Purchaser in a manner satisfactory to the Purchaser against any claim that may be made against the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Withholding Rights

The Corporation, the Purchaser and the Depositary shall be entitled to deduct and withhold from any amount payable to any Securityholders (including any payments to Dissenting Shareholders), such amounts as the Corporation, the Purchaser, or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case, as amended or succeeded and subject to the provisions of any applicable income tax treaty between Canada and the country where the holder is resident. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the Securityholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted in accordance with applicable law to the appropriate taxing authority.

ARTICLE 6 AMENDMENTS

6.1 Amendments to Plan of Arrangement

- (a) The Corporation reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by the Purchaser, (iii) filed with the Court and, if made following the Meeting, approved by the Court, and (iv) communicated to Securityholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation at any time prior to the Meeting (provided that the Purchaser shall have consented thereto) with or without any other prior notice or communication, and if so proposed and approved by the persons voting at the Meeting (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 by the Court following the Meeting shall be effective only if (i) it is consented to by each of the Corporation and the Purchaser and (ii) if required by the Court, it is approved by the Securityholders 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 and is not adverse to the financial or economic interests of any Securityholders.
- (e) This Plan of Arrangement may be withdrawn prior to the Effective Time in accordance with the terms of the Arrangement Agreement.

**ARTICLE 7
FURTHER ASSURANCES**

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement and shall become effective 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 any of them in order further to document or evidence any of the transactions or events set out herein.

**ARTICLE 8
PARAMOUNTCY**

From and after the Effective Time (i) this Plan of Arrangement shall take precedence and priority over any and all Common Shares, Series A Preferred Shares, Series B Preferred Shares and Options issued prior to the Effective Time, (ii) the rights and obligations of the registered holders of Common Shares, Series A Preferred Shares, Series B Preferred Shares and Options, and the Corporation, the Purchaser, the Depositary and any trustee or transfer agent therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (iii) 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, Series A Preferred Shares, Series B Preferred Shares and Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth herein.