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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

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07/17/2000 NTHA11 00000186 75169099

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (613) 236-1995

Name

JANET M. FUHRER, RIDOUT & MAYBEE

Address (line 1)

19TH FLOOR, 150 METCALFE STREET

Address (line 2)

OTTAWA, ONTARIO

Address (line 3)

CANADA K2P 1P1

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

45

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75169099

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

13-2400

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

JANET M FUHRER

Name of Person Signing

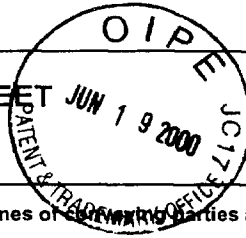
Jan M. Fuhrer

Signature

JUNE 16, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name 3592201 CANADA LIMITED

07 06 1999

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship State of Incorporation/Organization CANADA

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name JDS UNIPHASE INC.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 570 WEST HUNT CLUB ROAD

Address (line 2) _____

Address (line 3) NEPEAN ONTARIO CANADA K2G 5W8
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)
 Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization CANADA

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<u>75169099</u>		

CERTIFICATE OF ARRANGEMENT

Canada Business Corporation Act

CERTIFICAT D'ARRANGEMENT

Loi canadienne sur les sociétés par actions

JDS FITEL INC.

362132-4

Name of CBCA corporation(s) involved -
Dénomination(s) de la (des) société(s)
L.C.S.A. concernée(s)

Cooperation Number - Numéro de la société

I hereby certify that the arrangement set out in the attached articles of arrangement, involving the above-referenced corporation(s), has been effected under section 192 of the *Canada Business Corporatives Act*.

Je certifie que l'arrangement mentionné dans les clauses d'arrangement annexées, concernant la (les) société(s) susmentionnée(s), a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.



Director - Directeur

July 06, 1999 / le 06 juillet 1999

Date of Arrangment - Date de l'arrangement



1- Name of applicant corporation(s) – Dénomination de la(des) requérante(s) JDS FITEL INC.	2- Corporation No(s). – N°(s) de la(des) société(s) 3621324
3- Name of the corporation(s) the articles of which are amended, if applicable Dénomination de la(des) société(s) dont les statuts sont modifiés, le cas échéant N/A	4- Corporation No(s). – N°(s) de la(des) société(s)
5- Name of the corporation(s) created by amalgamation, if applicable Dénomination de la(des) société(s) issue(s) de la(des) fusion(s), le cas échéant JDS UNIPHASE INC.	6- Corporation No(s). – N°(s) de la(des) société(s) 3634787
7- Name of the dissolved corporation(s), if applicable Dénomination de la(des) société(s) dissoute(s), le cas échéant N/A	8- Corporation No(s). – N°(s) de la(des) société(s)
9- Name of other bodies corporate involved, if applicable Dénomination des autres personnes morales en cause, le cas échéant See Schedule A	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 See Schedule A
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 :

(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 :

**JDS FITEL INC.
3592201 CANADA LIMITED
3619087 CANADA INC.
3619095 CANADA INC.**

(c) the above-named corporation(s) is(are) liquidated and dissolved in accordance with the attached plan of arrangement

la(les) 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

Date
July 6, 1999

Signature

Title – Titre
Director

FOR DEPARTMENTAL USE ONLY – À L'USAGE DU MINISTÈRE SEULEMENT
Filed - Déposée

SCHEDULE A

TO THE ARTICLES OF ARRANGEMENT OF

JDS FITEL INC

9. Other Bodies Corporate Involved:

NAME	CORPORATION NUMBER OR JURISDICTION
3592201 Canada Limited	3592201
3619087 Canada Inc.	3619087
3619095 Canada Inc.	3619095
JDS Uniphase Canada Ltd.	3506967
JDS Uniphase Nova Scotia Company	Nova Scotia
Uniphase Corporation	Delaware, U.S.A.

SCHEDULE B

TO THE ARTICLES OF ARRANGEMENT OF

JDS FITEL INC.

Being a Description of **JDS UNIPHASE INC.**, the Corporation Created by the Amalgamation in accordance with the Plan of Arrangement

<i>Name of Corporation</i>	JDS UNIPHASE INC.
<i>The place in Canada where the registered office is to be situated</i>	The Regional Municipality of Ottawa-Carleton Province of Ontario
<i>The classes and any maximum number of shares that the corporation is authorized to issue</i>	The corporation shall be authorized to issue an unlimited number of Common Shares and 10,000 Preference Shares. The rights, privileges, restrictions and conditions attaching to each class of share are set out as Appendix 1 and Appendix 2 to the Plan of Arrangement which forms part of these articles.
<i>Restrictions, if any, on share transfers</i>	The right to transfer shares shall be restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of the corporation without the express sanction of the directors expressed by a resolution passed at a meeting of the board of directors of the corporation or consented to by an instrument or instruments in writing signed by a majority of the directors of the corporation.
<i>Number (or minimum and maximum number of directors)</i>	Such number not less than one and not more than ten as the shareholders may from time to time determine by special resolution.
<i>Restrictions, if any, on business the corporation may carry on</i>	None

<i>Other provisions, if any</i>	<p>The number of shareholders of the corporation, exclusive of persons who are in its employment, or in the employment of an affiliate of the corporation, and exclusive of persons who, having been formerly in the employment of the corporation, or in the employment of an affiliate of the corporation, were, while in that employment, and have continued after the termination of that employment to be, shareholders of the corporation, shall be limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.</p> <p>Any invitation to the public to subscribe for securities of the corporation is prohibited.</p>
<i>Name of the amalgamating corporations</i>	JDS Fitel Inc. - #3621324 3592201 Canada Limited - #3592201 3619087 Canada Inc. - #3619087 3619095 Canada Inc. - #3619095
<i>Location of Registered Office</i>	The Regional Municipality of Ottawa-Carleton

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

**ARTICLE 1.
INTERPRETATION**

1.1. Definitions

In this Agreement,

- 1.1.1. "Amalco" means the company continuing as a result of the Amalgamation;
- 1.1.2. "Amalco Common Shares" means the common shares in the capital of Amalco having substantially the rights, privileges, restrictions and conditions set out in Appendix 1;
- 1.1.3. "Amalco Preference Shares" means the preference shares in the capital of Amalco having substantially the rights, privileges, restrictions and conditions set out in Appendix 2;
- 1.1.4. "Amalgamating Company" has the meaning attributed to that term in section 2.2.1;
- 1.1.5. "Amalgamation" means the amalgamation, to be effected pursuant to the Arrangement, of JDS, Amalgamation Subco, and the Holding Companies, if any, under the laws of Canada;
- 1.1.6. "Amalgamation Subco" means 3592201 Canada Limited, a corporation existing under the laws of Canada, and being a subsidiary of Exchangeco;
- 1.1.7. "Applicable Exchanges" means The Toronto Stock Exchange and NASDAQ;
- 1.1.8. "Arrangement" means an arrangement under the provisions of Section 192 of the CBCA on the terms and conditions set forth in the Merger Agreement and this Plan of Arrangement and any amendment or variation thereto made in accordance with the terms of the Merger Agreement, this Plan of Arrangement, or made at the direction of the Court in the Final Order which will have been obtained in form and substance satisfactory to each party to the Merger Agreement, acting reasonably;
- 1.1.9. "Articles of Arrangement" means the articles of arrangement of JDS in respect of the Arrangement required by the CBCA to be sent to the Director after the Final Order is made;
- 1.1.10. "Business Day" means any day on which commercial banks are open for business in New York, New York and Toronto, Ontario other than a Saturday, a Sunday or a day observed as a holiday in Toronto, Ontario under the laws of the Province of Ontario or the federal laws of Canada or in New York, New York under the laws of the State of New York or the federal laws of the United States of America;
- 1.1.11. "CBCA" means the *Canada Business Corporations Act*, as now in effect and as it may be amended from time to time prior to the Effective Date;
- 1.1.12. "Certificate" means the certificate of arrangement giving effect to the Arrangement, issued by the Director pursuant to Section 192 of the CBCA after the Articles of Arrangement are filed;
- 1.1.13. "Class B Non-Voting Preference Shares" means the Class B non-voting preference shares in the capital of Exchangeco having substantially the rights, privileges, restrictions and conditions set out in Appendix 3;

- 1.1.14. "Court" means the Ontario Superior Court of Justice;
- 1.1.15. "Current Market Price" has the meaning attributed to that term in the Exchangeable Share Provisions;
- 1.1.16. "Depository" means CIBC Mellon Trust Company;
- 1.1.17. "Director" means the Director appointed under Section 260 of the CBCA;
- 1.1.18. "Dissent Rights" has the meaning attributed to that term in section 3.1;
- 1.1.19. "Dissenting Shareholder" means a holder of JDS Common Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Rights;
- 1.1.20. "Dividend Amount" has the meaning attributed to that term in section 5.1.1;
- 1.1.21. "Effective Date" means the date shown in the Certificate;
- 1.1.22. "Effective Time" means 12:01 a.m. on the Effective Date;
- 1.1.23. "Election Deadline" means 5:00 p.m. (local time) at the place of deposit on the date which is two Business Days after the date of the JDS Meeting;
- 1.1.24. "Exchange Ratio" means 0.50855;
- 1.1.25. "Exchangeable Elected Share" means any Class B Non-Voting Preference Share that (i) a JDS Shareholder shall have elected, in a duly completed JDS Letter of Transmittal and Election Form or Holding Company Letter of Transmittal and Election Form deposited with the Depository no later than the Election Deadline, to transfer to Exchangeco under the Arrangement in exchange for one Exchangeable Share, provided that in order for any such election to be effective, a similar election must be made for all of the Class B Non-Voting Preference Shares which will be beneficially owned by that JDS Shareholder upon the Amalgamation taking effect, or (ii) is deemed to be an Exchangeable Elected Share pursuant to section 2.2.2.3;
- 1.1.26. "Exchangeable Share" means a share in the class of non-voting exchangeable shares in the capital of Exchangeco;
- 1.1.27. "Exchangeable Share Provisions" means the rights, privileges, restrictions and conditions attaching to the Exchangeable Shares, which rights, privileges, restrictions and conditions shall be substantially as set out in Appendix 4;
- 1.1.28. "Exchangeable Share Voting Event" has the meaning attributed to that term in the Exchangeable Share Provisions;
- 1.1.29. "Exchangeco" means 3506967 Canada Inc., a corporation existing under the laws of Canada, and being a subsidiary of Uniphase Nova Scotia, which corporation will be renamed JDS Uniphase Canada Ltd.;
- 1.1.30. "Exempt Exchangeable Share Voting Event" has the meaning attributed to that term in the Exchangeable Share Provisions;
- 1.1.31. "Final Order" means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Date;
- 1.1.32. "Governmental Entity" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal,

arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

1.1.33. "Holding Company" means a single-purpose holding company, which is resident in Canada and a taxable Canadian corporation for purposes of the ITA, which has been formed or exists under the CBCA, which has one shareholder, provided that two or more shareholders holding shares of the holding company jointly shall be treated as one shareholder, which has no assets other than JDS Common Shares and no liabilities whatsoever, and in respect of which its shareholder has validly exercised the Holding Company Alternative by completing and delivering to the Depository the Holding Company Letter of Transmittal and Election Form and such other documents as the Depository, JDS or Uniphase may require on or before the Election Deadline;

1.1.34. "Holding Company Alternative" means the option of a JDS Shareholder which owns JDS Common Shares indirectly through a Holding Company to include such Holding Company in the Amalgamation and receive consideration therefor identical to that which would have been received by the Holding Company if such Holding Company was not so included;

1.1.35. "Holding Company Letter of Transmittal and Election Form" means the letter of transmittal and election form for use by JDS Shareholders exercising the Holding Company Alternative, in the form provided by JDS;

1.1.36. "Holding Company Shares" means, in respect of a particular Holding Company, all of the issued and outstanding shares in the capital of that Holding Company;

1.1.37. "Interim Order" means an interim order of the Court in respect of the Arrangement as contemplated by the Merger Agreement;

1.1.38. "ITA" means the *Income Tax Act* (Canada);

1.1.39. "JDS" means JDS FITEL Inc., a corporation existing under the laws of Canada;

1.1.40. "JDS Circular" means the notice of the JDS Meeting to be sent to holders of JDS Common Shares and the accompanying management information circular;

1.1.41. "JDS Common Shares" means the common shares in the capital of JDS;

1.1.42. "JDS Letter of Transmittal and Election Form" means the letter of transmittal and election form for use by JDS Shareholders not exercising the Holding Company Alternative, in the form accompanying the JDS Circular;

1.1.43. "JDS Meeting" means the special meeting of holders of JDS Common Shares (including any adjournment thereof) that is to be convened as provided by the Interim Order to consider, and if deemed advisable, to approve the Arrangement;

1.1.44. "JDS Option" means a JDS Common Share purchase option granted under JDS stock option plan(s), as amended, and being outstanding and unexercised on the Effective Date;

1.1.45. "JDS Resolution" means the special resolution passed by the holders of JDS Common Shares at the JDS Meeting;

1.1.46. "JDS Shareholder" means a registered holder of JDS Common Shares or, as the context requires, a registered holder of Holding Company Shares;

- 1.1.47. "Law" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body (including the Applicable Exchanges) or self-regulatory authority, and the term "applicable" with respect to those Laws and in the context that refers to one or more Persons, means that those Laws apply to that Person or Persons or its or their business, undertaking, property or securities;
- 1.1.48. "Liquidation Amount" has the meaning attributed to that term in the Exchangeable Share Provisions;
- 1.1.49. "Liquidation Call Purchase Price" has the meaning attributed to that term in section 5.1.1;
- 1.1.50. "Liquidation Call Right" has the meaning attributed to that term in section 5.1.1;
- 1.1.51. "Liquidation Date" has the meaning attributed to that term in the Exchangeable Share Provisions;
- 1.1.52. "Merger Agreement" means the agreement dated as of January 28, 1999 and amended and restated as of April 29, 1999 among Uniphase, JDS and Exchangeco, as amended, supplemented, restated or replaced from time to time providing for, among other things, the Arrangement;
- 1.1.53. "NASDAQ" means the Nasdaq National Market;
- 1.1.54. "Person" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
- 1.1.55. "Plan of Arrangement", "hereof", "hereunder" and similar expressions means this Plan of Arrangement, including the appendices hereto and includes any agreement or instrument supplementary or ancillary hereto;
- 1.1.56. "Redemption Call Purchase Price" has the meaning attributed to that term in section 5.2.1;
- 1.1.57. "Redemption Call Right" has the meaning attributed to that term in section 5.2.1;
- 1.1.58. "Redemption Date" has the meaning attributed to that term in the Exchangeable Share Provisions;
- 1.1.59. "Replacement Option" has the meaning attributed to that term in section 2.2.3;
- 1.1.60. "Special Voting Share" means the share of Special Voting Stock of Uniphase having substantially the rights, privileges, restrictions and conditions described in the Voting and Exchange Trust Agreement;
- 1.1.61. "Transfer Agent" has the meaning attributed to that term in section 5.1.2;
- 1.1.62. "Trustee" means CIBC Mellon Trust Company;
- 1.1.63. "Uniphase" means Uniphase Corporation, a corporation existing under the laws of the State of Delaware, and any successor corporation thereto;

1.1.64. "Uniphase Common Shares" means the shares of common stock, US\$0.001 par value, of Uniphase;

1.1.65. "Uniphase Control Transaction" has the meaning attributed to that term in the Exchangeable Share Provisions;

1.1.66. "Uniphase Elected Share" means any Class B Non-Voting Preference Share that (i) a JDS Shareholder shall have elected, in a duly completed JDS Letter of Transmittal and Election Form or Holding Company Letter of Transmittal and Election Form deposited with the Depository no later than the Election Deadline, to transfer to Uniphase Nova Scotia under the Arrangement in exchange for one Uniphase Common Share, provided that in order for any such election to be effective, a similar election must be made for all of the Class B Non-Voting Preference Shares which will be beneficially owned by that JDS Shareholder upon the Amalgamation taking effect, or (ii) is deemed to be a Uniphase Elected Share pursuant to section 2.2.2.2 or 2.2.2.3;

1.1.67. "Uniphase Nova Scotia" means 3025244 Nova Scotia Company, an unlimited company existing under the laws of Nova Scotia, and being an indirect wholly-owned subsidiary of Uniphase, which company will be renamed JDS Uniphase Nova Scotia Company; and

1.1.68. "Voting and Exchange Trust Agreement" has the meaning attributed to that term in the Exchangeable Share Provisions.

1.2. Sections and Headings

The division of this Plan of Arrangement into sections and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3. Gender and Number

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

1.4. Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**ARTICLE 2.
GENERAL MATTERS**

2.1. Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time, on (i) JDS, Uniphase, Uniphase Nova Scotia, Exchangeco, Amalgamation Subco, the Holding Companies, if any, and Amalco, (ii) all holders of JDS Common Shares, (iii) all holders of Holding Company Shares, if any, (iv) all holders of Class B Non-Voting Preference Shares, (v) all holders of Exchangeable Shares, (vi) all holders of Uniphase Common Shares received in exchange for Uniphase Elected Shares, (vii) all holders of securities exchangeable for or convertible into JDS Common Shares, and (viii) all other holders of securities of Exchangeco, Amalgamation Subco or Amalco.

2.2. Arrangement

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

2.2.1. JDS, Amalgamation Subco and the Holding Companies, if any, (each an "Amalgamating Company") shall amalgamate and continue as one corporation under the CBCA; and

2.2.1.1. on the Amalgamation:

2.2.1.1.1. each outstanding common share of Amalgamation Subco and each outstanding JDS Common Share deemed to be held by Uniphase Nova Scotia pursuant to section 3.1.2 shall be converted into one fully paid and non-assessable Amalco Common Share and the names of the holders of the shares so converted shall be added to the register of holders of Amalco Common Shares;

2.2.1.1.2. each outstanding preference share of Amalgamation Subco shall be converted into one fully paid and non-assessable Amalco Preference Share and the names of the holders of the shares so converted shall be added to the register of holders of Amalco Preference Shares;

2.2.1.1.3. each outstanding JDS Common Share that is not held (i) by a holder who has exercised its Dissent Rights and is ultimately entitled to be paid the fair value of its JDS Common Shares, or (ii) by a Holding Company, shall be converted into that number of fully paid and non-assessable Class B Non-Voting Preference Shares equal to the Exchange Ratio and the name of each holder of JDS Common Shares so converted shall be added to the register of holders of Class B Non-Voting Preference Shares; and

2.2.1.1.4. all Holding Company Shares in respect of a particular Holding Company shall be converted into that number of fully paid and non-assessable Class B Non-Voting Preference Shares equal to the product of the Exchange Ratio and the number of JDS Common Shares held by that Holding Company; the name of the holder of the Holding Company Shares so converted shall be added to the register of holders of Class B Non-Voting Preference Shares; and the JDS Common Shares held by that Holding Company shall be cancelled;

2.2.1.2. Amalco shall thereafter possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts and debts of each of the Amalgamating Companies;

2.2.1.3. unless and until otherwise determined in the manner required by Law, or by Amalco, its directors or shareholders, the following provisions shall apply to Amalco:

2.2.1.3.1. *Name.* The name of Amalco shall be JDS Uniphase Inc.;

2.2.1.3.2. *Registered Office.* The registered office of Amalco shall be located in the Regional Municipality of Ottawa-Carleton in the Province of Ontario. The address of the registered head office of Amalco shall be 570 West Hunt Club Road, Nepean, Ontario K2G 5W8;

2.2.1.3.3. *Business and Powers.* There shall be no restrictions on the business Amalco may carry on or the powers it may exercise;

2.2.1.3.4. *Authorized Share Capital.* Amalco shall be authorized to issue an unlimited number of Amalco Common Shares and 10,000 Amalco Preference Shares;

2.2.1.3.5. *Share Provisions.* The Amalco Common Shares shall have attached thereto the rights, privileges, restrictions and conditions set out in Appendix 1 hereto and the Amalco Preference Shares shall have attached thereto the rights, privileges, restrictions and conditions set out in Appendix 2 hereto;

2.2.1.3.6. *Share Restrictions.* The right to transfer shares of Amalco shall be restricted in that no shareholder shall be entitled to transfer any share or shares in the capital of Amalco without the express sanction of the directors of Amalco expressed by a resolution passed at a meeting of the board of directors of Amalco or consented to by an instrument or instruments in writing signed by a majority of the directors of Amalco.

The number of shareholders of Amalco, exclusive of Persons who are in its employment, or in the employment of an affiliate of Amalco, and exclusive of Persons who, having been formerly in the employment of Amalco, or in the employment of an affiliate of Amalco, were, while in that employment, and have continued after the termination of that employment to be, shareholders of Amalco, shall be limited to not more than 50, two or more persons who are the joint registered owners of one or more shares being counted as one shareholder.

Any invitation to the public to subscribe for securities of Amalco is prohibited;

2.2.1.3.7. *Number of Directors.* The number of directors of Amalco shall be such number not less than one and not more than ten as the shareholders of Amalco may from time to time determine by special resolution;

2.2.1.3.8. *Directors.* The initial director of Amalco shall be:

Name	Residence Address	Canadian Resident
Zita Cobb	570 West Hunt Club Road Nepean, Ontario K2G 5W8	Yes

Subsequent directors shall be elected at the next annual meeting of Amalco;

2.2.1.3.9. *By-laws.* The by-laws of Amalco shall be the by-laws of Amalgamation Subco;

2.2.1.4. there shall be added to the stated capital account in the accounting records of Amalco maintained for the Amalco Common Shares an amount equal to the aggregate of (a) the stated capital of the common shares of Amalgamation Subco, and (b) the amount obtained by multiplying the stated capital of the JDS Common Shares as of the Effective Time by the number of issued and outstanding JDS Common Shares deemed to be held by Uniphase Nova Scotia pursuant to section 3.1.2, and dividing that product by the number of issued and outstanding JDS Common Shares as of that time; there shall be added to the stated capital account in the accounting records of Amalco maintained for the Amalco Preference Shares an amount equal to the stated capital of the preference shares of Amalgamation Subco; and, there shall be added to the stated capital account in the accounting records of Exchangeco maintained for the Class B Non-Voting Preference Shares an amount equal to the aggregate of (y) the amount obtained by multiplying the stated capital of the JDS Common Shares as of the Effective Time by the number

of issued and outstanding JDS Common Shares as of that time (other than those held by the Holding Companies, if any, and those deemed to be held by Uniphase Nova Scotia pursuant to section 3.1.2), and dividing that product by the number of issued and outstanding JDS Common Shares as of that time, and (z) the aggregate stated capital of the Holding Company Shares of each of the Holding Companies, if any;

2.2.2. immediately after the Amalgamation, Exchangeco shall effect the following capital reorganization:

2.2.2.1. each outstanding Uniphase Elected Share shall be transferred by the holder thereof to Uniphase Nova Scotia in exchange for one fully paid and non-assessable Uniphase Common Share and the name of each such holder shall be removed from the register of holders of Class B Non-Voting Preference Shares and added to the register of holders of Uniphase Common Shares and Uniphase Nova Scotia shall be recorded as the registered holder of the Class B Non-Voting Preference Shares so exchanged and shall be deemed to be the legal and beneficial owner thereof;

2.2.2.2. each outstanding Exchangeable Elected Share shall be transferred by the holder thereof to Exchangeco in exchange for one fully paid and non-assessable Exchangeable Share and the name of each such holder shall be removed from the register of holders of Class B Non-Voting Preference Shares and added to the register of holders of Exchangeable Shares; provided that, notwithstanding the foregoing, holders of Class B Non-Voting Preference Shares who are not residents of Canada for the purposes of the ITA shall not be entitled to elect to receive Exchangeable Shares, and any such elections made by any such holders shall be deemed to be elections to receive Uniphase Common Shares and each Class B Non-Voting Preference Share held by such holders shall be deemed to be a Uniphase Elected Share and shall be transferred by the holder thereof in accordance with section 2.2.2.1;

2.2.2.3. each outstanding Class B Non-Voting Preference Share in respect of which an election has not been made by the holder thereof, or in respect of which an effective election has not been made, shall be deemed to be an Exchangeable Elected Share and shall be transferred by the holder thereof in accordance with section 2.2.2.2; provided that, notwithstanding the foregoing, each Class B Non-Voting Preference Share in respect of which an election has not been made, or in respect of which an effective election has not been made, held by a holder who is not a resident of Canada for the purposes of the ITA shall be deemed to be a Uniphase Elected Share and shall be transferred by the holder thereof in accordance with section 2.2.2.1;

2.2.2.4. the Class B Non-Voting Preference Shares transferred to Exchangeco pursuant to section 2.2.2.2 shall be cancelled; each Class B Non-Voting Preference Share transferred to Uniphase Nova Scotia pursuant to section 2.2.2.1 shall be exchanged for one fully paid and non-assessable common share of Exchangeco, and Uniphase Nova Scotia shall be recorded as the registered holder of such common shares of Exchangeco, and the Class B Non-Voting Preference Shares so exchanged shall be cancelled; and

2.2.2.5. the stated capital accounts of Exchangeco shall be adjusted as follows:

2.2.2.5.1. there shall be deducted from the stated capital account in the accounting records of Exchangeco maintained for the Class B Non-Voting Preference Shares an amount equal to the number obtained by multiplying the stated capital of the Class B Non-Voting Preference Shares, calculated as set out in section 2.2.1.4, by the number of issued and outstanding Class B Non-Voting Preference Shares transferred to Exchangeco pursuant to section 2.2.2.2 and dividing that product by the number of Class B Non-Voting Preference Shares issued on the Amalgamation;

2.2.2.5.2. there shall be added to the stated capital account in the accounting records of Exchangeco maintained for the Exchangeable Shares an amount equal to the amount deducted pursuant to section 2.2.2.5.1 from the stated capital account maintained for the Class B Non-Voting Preference Shares;

2.2.2.5.3. there shall be deducted from the stated capital account in the accounting records of Exchangeco maintained for the Class B Non-Voting Preference Shares an amount equal to the stated capital of the Class B Non-Voting Preference Shares, calculated as set out in section 2.2.1.4, less the amount previously deducted pursuant to section 2.2.2.5.1; and

2.2.2.5.4. there shall be added to the stated capital account in the accounting records of Exchangeco maintained for the common shares of Exchangeco an amount equal to the amount deducted pursuant to section 2.2.2.5.3 from the stated capital account maintained for the Class B Non-Voting Preference Shares;

2.2.3. each outstanding JDS Option will become an option (a "Replacement Option") to purchase a number of Uniphase Common Shares equal to the product of the Exchange Ratio multiplied by the number of JDS Common Shares subject to such JDS Option. Such Replacement Option shall provide for an exercise price per Uniphase Common Share equal to the exercise price per share of such JDS Option immediately prior to the Effective Time divided by the Exchange Ratio. If the foregoing calculation results in a Replacement Option being exercisable for a fraction of a Uniphase Common Share, then the number of Uniphase Common Shares subject to such Replacement Option shall be rounded down to the next whole number of Uniphase Common Shares and the total exercise price for the Replacement Option will be reduced by the exercise price of the fractional Uniphase Common Share. The term to expiry, conditions to and manner of exercising, vesting schedule, and all other terms and conditions of such Replacement Option will otherwise be unchanged from those of the JDS Options, and any document or agreement previously evidencing a JDS Option shall thereafter evidence and be deemed to evidence such Replacement Option provided that, immediately prior to the Effective time, the board of directors of JDS may resolve to accelerate the vesting schedule for all or a portion of the JDS Options such that, immediately following the Effective Time, the corresponding Replacement Options shall be immediately exercisable; and

2.2.4. coincident with and as part of the capital reorganization set out in section 2.2.2, Uniphase and Exchangeco shall execute the Voting and Exchange Trust Agreement and Uniphase shall issue to and deposit with the Trustee the Special Voting Share, in consideration of the payment to Uniphase of US\$1.00, to be thereafter held of record by the Trustee as trustee for and on behalf of, and for the use and benefit of, the holders of the Exchangeable Shares in accordance with the Voting and Exchange Trust Agreement. All rights of holders of Exchangeable Shares under the Voting and Exchange Trust Agreement shall be received by them as part of the property receivable under section 2.2.2.2 in exchange for the Class B Non-Voting Preference Shares.

ARTICLE 3. RIGHTS OF DISSENT

3.1. Rights of Dissent

3.1.1. Holders of JDS Common Shares may exercise rights of dissent with respect to such shares pursuant to and in the manner set forth in Section 190 of the CBCA and this section 3.1 (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 JDS Resolution referred to in Subsection 190(5) of the CBCA must be received by JDS before 5:00 p.m. on the Business Day preceding the JDS Meeting.

3.1.2. Holders of JDS Common Shares who duly exercise such rights of dissent and who:

3.1.2.1. are ultimately entitled to be paid fair value for their JDS Common Shares shall be deemed to have transferred such JDS Common Shares to Uniphase Nova Scotia immediately prior to the Effective Time, to the extent the fair value thereof is paid by Uniphase Nova Scotia, and to JDS immediately prior to the Effective Time, to the extent the fair value thereof is paid by JDS, and, in the case of JDS Common Shares so transferred to JDS, such shares shall be cancelled as of the Effective Time; or

3.1.2.2. are ultimately not entitled, for any reason, to be paid fair value for their JDS Common Shares will be deemed to have participated in the Arrangement on the same basis as any non-dissenting holder of JDS Common Shares and shall receive Exchangeable Shares or Uniphase Common Shares in exchange for their Class B Non-Voting Preference Shares received on the Amalgamation on the basis determined in accordance with section 2.2.2.3 above;

but in no case shall Uniphase, Exchangeco, Uniphase Nova Scotia, JDS, Amalco or any other Person be required to recognize such holders as holders of JDS Common Shares after the Effective Time, and the names of such holders of JDS Common Shares shall be deleted from the register of shareholders of JDS Common Shares at the Effective Time.

**ARTICLE 4.
CERTIFICATES AND FRACTIONAL SHARES**

4.1. Issuance of Certificates Representing Exchangeable Shares

At or promptly after the Effective Time, Exchangeco shall deposit with the Depository, for the benefit of the holders of Class B Non-Voting Preference Shares who will receive Exchangeable Shares in connection with the Arrangement, certificates representing the Exchangeable Shares issued pursuant to section 2.2.2 upon the exchange of Class B Non-Voting Preference Shares. Upon surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented one or more JDS Common Shares or Holding Company Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation, which Class B Non-Voting Preference Shares were then subsequently exchanged for Exchangeable Shares under the Arrangement, together with such other documents and instruments as would have been required to effect the transfer of the Class B Non-Voting Preference Shares under the CBCA and the by-laws of Exchangeco and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder, a certificate representing that number (rounded down to the nearest whole number) of Exchangeable Shares which such holder has the right to receive (together with any dividends or distributions with respect thereto pursuant to section 4.3 and any cash in lieu of fractional Exchangeable Shares pursuant to section 4.4), and the certificate so surrendered shall forthwith be cancelled. For greater certainty, no certificates representing Class B Non-Voting Preference Shares shall be issued and such Class B Non-Voting Preference Shares shall be evidenced by the certificates representing JDS Common Shares and Holding Company Shares converted into Class B Non-Voting Preference Shares on the Amalgamation. In the event of a transfer of ownership of JDS Common Shares that is not registered in the transfer records of JDS, a certificate representing the proper number of Exchangeable Shares may be issued to the transferee if the certificate representing the Class B Non-Voting Preference Shares into which such JDS Common Shares were converted on the Amalgamation is presented to the Depository, accompanied by all documents required to evidence and effect such transfer. Until surrendered as contemplated by this section 4.1, each certificate which immediately prior to the Effective Time represented JDS Common Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation (which certificate then represented such Class B Non-Voting Preference Shares), which Class B Non-Voting Preference Shares were then subsequently exchanged for Exchangeable Shares, shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender (i) the certificate representing Exchangeable Shares as contemplated by this section 4.1, (ii) a cash payment in lieu of any fractional Exchangeable Shares as contemplated by section 4.4, and (iii) any

dividends or distributions with a record date after the Effective Time theretofore paid or payable with respect to Exchangeable Shares as contemplated by section 4.3

4.2. Exchange of Certificates for Uniphase Common Shares

At or promptly after the Effective Time, Uniphase Nova Scotia shall deposit with the Depository, for the benefit of the holders of Class B Non-Voting Preference Shares who will receive Uniphase Common Shares in connection with the Arrangement, certificates representing the Uniphase Common Shares issued pursuant to section 2.2.2 upon the exchange of Class B Non-Voting Preference Shares. Upon surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented one or more JDS Common Shares or Holding Company Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation, which Class B Non-Voting Preference Shares were then subsequently exchanged for Uniphase Common Shares under the Arrangement, together with such other documents and instruments as would have been required to effect the transfer of the Class B Non-Voting Preference Shares under the CBCA and the by-laws of Exchangeco and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder, a certificate representing that number (rounded down to the nearest whole number) of Uniphase Common Shares which such holder has the right to receive (together with any dividends or distributions with respect thereto pursuant to section 4.3 and any cash in lieu of fractional JDS Common Shares pursuant to section 4.4), and the certificate so surrendered shall forthwith be cancelled. For greater certainty, no certificates representing Class B Non-Voting Preference Shares shall be issued and such Class B Non-Voting Preference Shares shall be evidenced by the certificates representing JDS Common Shares and Holding Company Shares converted into Class B Non-Voting Preference Shares on the Amalgamation. In the event of a transfer of ownership of JDS Common Shares that is not registered in the transfer records of JDS, a certificate representing the proper number of Uniphase Common Shares may be issued to the transferee if the certificate representing the Class B Non-Voting Preference Shares into which such JDS Common Shares were converted on the Amalgamation is presented to the Depository, accompanied by all documents required to evidence and effect such transfer. Until surrendered as contemplated by this section 4.2, each certificate which immediately prior to the Effective Time represented one or more JDS Common Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation (which certificate then represented such Class B Non-Voting Preference Shares), which Class B Non-Voting Preference Shares were then subsequently exchanged for Uniphase Common Shares, shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender (i) the certificate representing Uniphase Common Shares as contemplated by this section 4.2, (ii) a cash payment in lieu of any fractional Uniphase Common Shares as contemplated by section 4.4, and (iii) any dividends or distributions with a record date after the Effective Time theretofore paid or payable with respect to Uniphase Common Shares as contemplated by section 4.3.

4.3. Distributions with Respect to Unsurrendered Certificates

No dividends or other distributions declared or made after the Effective Time with respect to Exchangeable Shares or Uniphase Common Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding JDS Common Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation, which Class B Non-Voting Preference Shares were then subsequently exchanged pursuant to section 2.2.2, and no cash payment in lieu of fractional shares shall be paid to any such holder pursuant to section 4.4, unless and until the holder of record of such certificate shall surrender such certificate in accordance with section 4.1 or 4.2. Subject to applicable law, at the time of such surrender of any such certificate, there shall be paid to the record holder of the certificates representing JDS Common Shares or Holding Company Shares, without interest, (i) the amount of any cash payable in lieu of a fractional Exchangeable Share or Uniphase Common Share to which such holder is entitled pursuant to section 4.4, (ii) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to such whole Exchangeable Shares or Uniphase Common Shares, as the case may be, the holder is entitled to receive and (iii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole Exchangeable Shares or Uniphase Common Shares, as the case may be, the holder is entitled to receive.

4.4. Fractional Shares

If as a result of the Amalgamation, a Person shall become entitled to a fractional interest in a Class B Non-Voting Preference Share, the fractional interest in that Class B Non-Voting Preference Share shall be rounded to the nearest one hundred thousandth of a Class B Non-Voting Preference Share and that fractional interest, as so rounded, together with any whole Class B Non-Voting Preference Shares that Person is entitled to receive on the Amalgamation, shall be evidenced by the certificates representing the JDS Common Shares or Holding Company Shares held by that Person which were converted into such Class B Non-Voting Preference Shares on the Amalgamation.

No certificates or scrip representing fractional Exchangeable Shares or fractional Uniphase Common Shares shall be issued upon the surrender for exchange of certificates pursuant to section 4.1 or 4.2 and no dividend, stock split or other change in the capital structure of Exchangeco or Uniphase, as the case may be, shall relate to any such fractional security and such fractional interests shall not entitle the owner thereof to exercise any rights as a security holder of Exchangeco or Uniphase, as the case may be. In lieu of any such fractional securities:

4.4.1. each Person otherwise entitled to a fractional interest in an Exchangeable Share will receive a cash payment equal to such Person's *pro rata* portion of the net proceeds after expenses received by the Depository upon the sale of whole shares representing an accumulation of all fractional interests in Exchangeable Shares to which all such Persons would otherwise be entitled. The Depository will sell such Exchangeable Shares by private sale (including by way of sale through the facilities of any stock exchange upon which the Exchangeable Shares are then listed) as soon as reasonably practicable following the Effective Date. The aggregate net proceeds after expenses of such sale will be distributed by the Depository, *pro rata* in relation to the respective fractions, among the Persons otherwise entitled to receive fractional interests in Exchangeable Shares; and

4.4.2. each Person otherwise entitled to a fractional interest in a Uniphase Common Share will receive a cash payment equal to such Person's *pro rata* portion of the net proceeds after expenses received by the Depository upon the sale of whole shares representing an accumulation of all fractional interests in Uniphase Common Shares to which all such Persons would otherwise be entitled. The Depository will sell such Uniphase Common Shares on NASDAQ as soon as reasonably practicable following the Effective Date. The aggregate net proceeds after expenses of such sale will be distributed by the Depository, *pro rata* in relation to the respective fractions, among Persons otherwise entitled to receive fractional interests in Uniphase Common Shares.

4.5. Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding JDS Common Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation (which certificate then represented such Class B Non-Voting Preference Shares), and which Class B Non-Voting Preference Shares were then subsequently exchanged pursuant to section 2.2.2, 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 Depository will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more Exchangeable Shares or Uniphase Common Shares (and a cheque for any dividends or distributions with respect thereto and any cash pursuant to section 4.4) deliverable in accordance with such holder's JDS Letter of Transmittal and Election Form. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom certificates representing Exchangeable Shares or Uniphase Common Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Exchangeco, Uniphase Nova Scotia, Uniphase and their respective transfer agents in such sum as Exchangeco, Uniphase Nova Scotia and Uniphase may direct or otherwise indemnify Exchangeco, Uniphase Nova Scotia and Uniphase in a manner satisfactory to Exchangeco, Uniphase Nova Scotia and Uniphase against any claim that may be made against Exchangeco, Uniphase Nova Scotia or Uniphase with respect to the certificate alleged to have been lost, stolen or destroyed.

4.6. Extinction of Rights

Any certificate which immediately prior to the Effective Time represented outstanding JDS Common Shares that were converted into Class B Non-Voting Preference Shares on the Amalgamation (which certificate then represented such Class B Non-Voting Preference Shares), and which Class B Non-Voting Preference Shares were then subsequently exchanged pursuant to section 2.2.2, and not deposited, with all other instruments required by section 4.1 or 4.2, on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a shareholder of Exchangeco or Uniphase. On such date, the Exchangeable Shares or Uniphase Common Shares (and/or cash in lieu of fractional interests therein, as provided in section 4.4) to which the former registered holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered to Exchangeco or Uniphase, as the case may be, together with all entitlements to dividends, distributions and interest thereon held for such former registered holder.

4.7. Withholding Rights

Exchangeco, Uniphase Nova Scotia, Uniphase and the Depository shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of JDS Common Shares, Class B Non-Voting Preference Shares, Uniphase Common Shares or Exchangeable Shares, such amounts as Exchangeco, Uniphase Nova Scotia, Uniphase or the Depository is required or permitted to deduct and withhold with respect to such payment under the ITA, the United States Internal Revenue Code of 1986 or any provision of provincial, state, local or foreign tax Law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required or permitted to be deducted or withheld from any payment to a holder exceeds the cash portion of the consideration otherwise payable to the holder, Exchangeco, Uniphase Nova Scotia, Uniphase and the Depository are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Exchangeco, Uniphase Nova Scotia, Uniphase or the Depository, as the case may be, to enable it to comply with such deduction or withholding requirement and Exchangeco, Uniphase Nova Scotia, Uniphase or the Depository shall notify the holder thereof and remit to the holder any unapplied balance of the net proceeds of such sale.

**ARTICLE 5.
CERTAIN RIGHTS OF UNIPHASE NOVA SCOTIA TO ACQUIRE
EXCHANGEABLE SHARES**

5.1. Uniphase Nova Scotia Liquidation Call Right

5.1.1. Uniphase Nova Scotia shall have the overriding right (the "Liquidation Call Right"), in the event of and notwithstanding the proposed liquidation, dissolution or winding-up of Exchangeco pursuant to Article 5 of the Exchangeable Share Provisions, to purchase from all but not less than all of the holders of Exchangeable Shares (other than any holder of Exchangeable Shares which is an affiliate of Uniphase) on the Liquidation Date all but not less than all of the Exchangeable Shares held by each such holder on payment by Uniphase Nova Scotia of an amount per share (the "Liquidation Call Purchase Price") equal to the Current Market Price of a Uniphase Common Share on the last Business Day prior to the Liquidation Date, which shall be satisfied in full by Uniphase Nova Scotia causing to be delivered to such holder one Uniphase Common Share, plus, to the extent not paid by Exchangeco, an additional amount equivalent to the full amount of all declared and unpaid dividends on each such Exchangeable Share held by such holder on any dividend record date which occurred prior to the date of purchase by Uniphase Nova Scotia (the "Dividend Amount"). In the event of the exercise of the Liquidation Call Right by Uniphase Nova Scotia, each holder shall be obligated to sell all of the Exchangeable Shares held by the holder to Uniphase Nova Scotia on the Liquidation Date on payment by Uniphase Nova Scotia to the holder of the Liquidation Call Purchase Price for each such share, and Exchangeco shall have no obligation to pay the Liquidation Amount of such shares so purchased by Uniphase Nova Scotia.

5.1.2. To exercise the Liquidation Call Right, Uniphase Nova Scotia must notify Exchangeco's transfer agent (the "Transfer Agent"), as agent for the holders of Exchangeable Shares, and Exchangeco of Uniphase Nova Scotia's intention to exercise such right at least 45 days before the Liquidation Date in the case of a voluntary liquidation, dissolution or winding-up of Exchangeco and at least five Business Days before the Liquidation Date in the case of an involuntary liquidation, dissolution or winding-up of Exchangeco. The Transfer Agent will notify the holders of Exchangeable Shares as to whether or not Uniphase Nova Scotia has exercised the Liquidation Call Right forthwith after the expiry of the period during which the same may be exercised by Uniphase Nova Scotia. If Uniphase Nova Scotia exercises the Liquidation Call Right, then on the Liquidation Date Uniphase Nova Scotia will purchase and the holders will sell all of the Exchangeable Shares then outstanding for a price per share equal to the Liquidation Call Purchase Price.

5.1.3. For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Liquidation Call Right, Uniphase Nova Scotia shall deposit with the Transfer Agent, on or before the Liquidation Date, certificates representing the aggregate number of Uniphase Common Shares deliverable by Uniphase Nova Scotia and a cheque or cheques of Uniphase Nova Scotia payable at par at any branch of the bankers of Uniphase Nova Scotia representing the aggregate Dividend Amount in payment of the total Liquidation Call Purchase Price, less any amounts withheld pursuant to section 4.7 hereof. Provided that Uniphase Nova Scotia has complied with the immediately preceding sentence, on and after the Liquidation Date, the rights of each holder of Exchangeable Shares will be limited to receiving such holder's proportionate part of the total Liquidation Call Purchase Price payable by Uniphase Nova Scotia upon presentation and surrender by the holder of certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Liquidation Date be considered and deemed for all purposes to be the holder of the Uniphase Common Shares to which it is entitled. Upon surrender to the Transfer Agent of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the CBCA and the by-laws of Exchangeco and such additional documents and instruments as the Transfer Agent may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Transfer Agent on behalf of Uniphase Nova Scotia shall deliver to such holder, certificates representing the Uniphase Common Shares to which the holder is entitled and a cheque or cheques of Uniphase Nova Scotia payable at par at any branch of the bankers of Uniphase Nova Scotia in payment of the remaining portion, if any, of the total Liquidation Call Purchase Price, less any amounts withheld pursuant to section 4.7 hereof. If Uniphase Nova Scotia does not exercise the Liquidation Call Right in the manner described above, on the Liquidation Date the holders of the Exchangeable Shares will be entitled to receive in exchange therefor the liquidation price otherwise payable by Exchangeco in connection with the liquidation, dissolution or winding-up of Exchangeco pursuant to Article 5 of the Exchangeable Share Provisions.

5.2. Uniphase Nova Scotia Redemption Call Right

5.2.1. Uniphase Nova Scotia shall have the overriding right (the "Redemption Call Right"), notwithstanding the proposed redemption of Exchangeable Shares by Exchangeco pursuant to Article 7 of the Exchangeable Share Provisions, to purchase from all but not less than all of the holders of Exchangeable Shares (other than any holder of Exchangeable Shares which is an affiliate of Uniphase) on the Redemption Date all but not less than all of the Exchangeable Shares held by each such holder on payment by Uniphase Nova Scotia to each holder of an amount per Exchangeable Share (the "Redemption Call Purchase Price") equal to the Current Market Price of a Uniphase Common Share on the last Business Day prior to the Redemption Date, which shall be satisfied in full by Uniphase Nova Scotia causing to be delivered to such holder one Uniphase Common Share, plus the Dividend Amount. In the event of the exercise of the Redemption Call Right by Uniphase Nova Scotia, each holder shall be obligated to sell all of the Exchangeable Shares held by the holder to Uniphase Nova Scotia on the Redemption Date on payment by Uniphase Nova Scotia to the holder of the Redemption Call Purchase Price for each such share, and Exchangeco shall have no obligation to redeem such shares so purchased by Uniphase Nova Scotia.

5.2.2. To exercise the Redemption Call Right, Uniphase Nova Scotia must notify the Transfer Agent, as agent for the holders of Exchangeable Shares, and Exchangeco of Uniphase Nova Scotia's intention to

exercise such right at least 60 days before the Redemption Date, except in the case of a redemption occurring as a result of a Uniphase Control Transaction, an Exchangeable Share Voting Event or an Exempt Exchangeable Share Voting Event, in which case Uniphase Nova Scotia shall so notify the Transfer Agent and Exchangeco on or before the Redemption Date. The Transfer Agent will notify the holders of Exchangeable Shares as to whether or not Uniphase Nova Scotia has exercised the Redemption Call Right forthwith after the expiry of the period during which the same may be exercised by Uniphase Nova Scotia. If Uniphase Nova Scotia exercises the Redemption Call Right, then on the Redemption Date, Uniphase Nova Scotia will purchase and the holders will sell all of the Exchangeable Shares then outstanding for a price per share equal to the Redemption Call Purchase Price.

5.2.3. For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Redemption Call Right, Uniphase Nova Scotia shall deposit with the Transfer Agent, on or before the Redemption Date, certificates representing the aggregate number of Uniphase Common Shares deliverable by Uniphase Nova Scotia and a cheque or cheques of Uniphase Nova Scotia payable at par at any branch of the bankers of Uniphase Nova Scotia representing the aggregate Dividend Amount in payment of the total Redemption Call Purchase Price, less any amounts withheld pursuant to section 4.7 hereof. Provided that Uniphase Nova Scotia has complied with the immediately preceding sentence, on and after the Redemption Date, the rights of each holder of Exchangeable Shares will be limited to receiving such holder's proportionate part of the total Redemption Call Purchase Price payable by Uniphase Nova Scotia upon presentation and surrender by the holder of certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Redemption Date be considered and deemed for all purposes to be the holder of the Uniphase Common Shares to which it is entitled. Upon surrender to the Transfer Agent of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the CBCA and the by-laws of Exchangeco and such additional documents and instruments as the Transfer Agent may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Transfer Agent on behalf of Uniphase Nova Scotia shall deliver to such holder, certificates representing the Uniphase Common Shares to which the holder is entitled and a cheque or cheques of Uniphase Nova Scotia payable at par at any branch of the bankers of Uniphase Nova Scotia in payment of the remaining portion, if any, of the total Redemption Call Purchase Price, less any amounts withheld pursuant to section 4.7 hereof. If Uniphase Nova Scotia does not exercise the Redemption Call Right in the manner described above, on the Redemption Date the holders of the Exchangeable Shares will be entitled to receive in exchange therefor the redemption price otherwise payable by Exchangeco in connection with the redemption of the Exchangeable Shares pursuant to Article 7 of the Exchangeable Share Provisions.

ARTICLE 6. AMENDMENTS

6.1. Amendments

6.1.1. JDS 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 any amendment, modification, or supplement must be (i) set out in writing, (ii) approved by Uniphase, (iii) filed with the Court and, if made following the JDS Meeting, approved by the Court and (iv) communicated to holders of JDS Common Shares in the manner required by the Court (if so required).

6.1.2. Any amendment, modification or supplement to this Plan of Arrangement may be proposed by JDS at any time prior to or at the JDS Meeting (provided that Uniphase 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 JDS Meeting (other than as required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

6.1.3. Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the JDS Meeting shall be effective only if (i) it is consented to by JDS and Uniphase and (ii) if required by the Court, it is consented to by holders of the JDS Common Shares voting in the manner directed by the Court.

APPENDIX 1

PROVISIONS ATTACHING TO THE AMALCO COMMON SHARES

The common shares shall have the following rights, privileges, restrictions and conditions:

1. **Dividends**

Subject to the prior rights of the holders of shares of any other class of shares of the Corporation ranking senior to the common shares with respect to priority in the payment of dividends, the holders of the common shares shall be entitled to receive dividends if, as and when declared by the board of directors out of the moneys properly applicable to the payment of dividends.

2. **Liquidation, Dissolution or Winding Up**

In the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or in the event of any other distribution of property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the common shares shall be entitled to receive all of the property and assets of the Corporation remaining after payment to the holders of shares of any other class of shares of the Corporation ranking senior to the common shares with respect to priority in the distribution of property or assets on such liquidation, dissolution, winding up or other distribution, as the case may be, of the amounts to which the holders of such shares are entitled.

3. **Voting Rights**

The holders of the common shares shall be entitled to receive notice of, attend at and vote at any and all meetings of the shareholders of the Corporation, except meetings at which only the holders of a class other than the common shares or the holders of one or more series of shares other than the common shares are entitled to vote, and shall be entitled to one vote at all such meetings in respect of each common share held.

APPENDIX 2

PROVISIONS ATTACHING TO THE AMALCO PREFERENCE SHARES

The preference shares shall have the following rights, privileges, restrictions and conditions:

1. Ranking

The preference shares shall be entitled to a preference over the common shares and the shares of any other class or series of shares in the capital of the Corporation ranking junior to the preference shares with respect to the payment of dividends and the distribution of property or assets in the event of the liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of property or assets of the Corporation among its shareholders for the purpose of winding up its affairs but shall not have any further right to participate in profits.

2. Voting Rights

The holders of the preference shares shall not be entitled to receive notice of or to attend or to vote at any meeting of shareholders of the Corporation and shall not be entitled to vote separately as a class upon any proposal to amend the articles of the Corporation to change the maximum number of the shares of any class of shares or series thereof, or to effect an exchange, reclassification or cancellation of the preference shares, or to create a new class of shares or series thereof having rights or privileges equal or superior to the preference shares, provided, however, that notwithstanding the foregoing provisions of this section 2, the holders of the preference shares shall be entitled to vote separately as a class in respect of any matter for which a separate vote is specifically provided in the *Canada Business Corporations Act* (the "CBCA") or any successor statute thereto, other than in respect of a proposal to amend the articles in a manner as hereinbefore in this section 2 specified.

3. Dividends

The holders of the preference shares shall be entitled to receive in each financial year of the Corporation, if, as and when declared by the board of directors of the Corporation out of monies of the Corporation properly applicable to the payment of dividends, non-cumulative preferential cash dividends in the amount of 5¢ (\$0.05) per preference share per annum. If in any financial year of the Corporation the board of directors in their discretion shall not declare the preferential dividends or any part thereof on the preference shares then the right of the holders of the preference shares to preferential dividends or any greater preferential dividends than the preferential dividends actually declared for such financial year shall be forever extinguished. The holders of the preference shares shall not be entitled to any dividends other than or in excess of the preferential cash dividends provided for in this section 3.

4. Redemption by Corporation

Subject to the provisions of the CBCA, the Corporation shall be entitled, upon giving notice as hereinafter provided, at any time from and after September 1, 2019 to redeem any or all of the preference shares registered in the name of a holder for an amount per share equal to (a) \$1.00 per preference share (the "redemption amount") plus (b) all dividends declared and unpaid thereon to and including the redemption date (collectively, the "redemption price").

In case a part only of the preference shares is at any time to be redeemed, the shares so to be redeemed may be selected by lot in such manner as the board of directors of the Corporation in their sole discretion shall by resolution determine or redemption may be effected on a pro rata basis disregarding fractions. If a part only of the preference shares represented by any certificate shall be redeemed, a new certificate representing the balance of such shares shall be issued to the holder thereof at the expense of the Corporation upon presentation and surrender of the first-mentioned certificate.

In any case of redemption of preference shares, the Corporation shall at least ten (10) days before the date specified for redemption mail to each person who at the date of mailing is a registered holder of preference shares to be redeemed a notice in writing of the intention of the Corporation to redeem such preference shares. Such notice shall set out the number of preference shares held by the person to whom it is addressed which are to be redeemed, the redemption price and the date on which redemption is to take place. On or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the preference shares to be redeemed the redemption price (less any tax required to be deducted and withheld therefrom by the Corporation) of such shares on presentation and surrender, at the registered office of the Corporation or at any other place or places within Canada as may be specified in such notice, of the certificate(s) representing the preference shares so called for redemption with such other documents and instruments as may be required to effect a transfer of preference shares under the CBCA and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. Payment of the total redemption price for such preference shares shall be made by delivery to each holder, at the address of the holder recorded in the securities register of the Corporation or by holding for pick up by the holder at the registered office of the Corporation of a cheque of the Corporation in respect of the redemption price (less any tax required to be deducted and withheld therefrom by the Corporation) payable at par at any branch in Canada of the bankers of the Corporation for the time being. From and after the date specified for redemption in any such notice, the preference shares called for redemption shall cease to be entitled to dividends or any other participation in the property or assets of the Corporation and the holders thereof shall not be entitled to exercise any of the other rights of shareholders in respect thereof unless payment of the redemption price shall not be made upon presentation and surrender of the certificate(s) in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected.

The Corporation shall have the right at any time after the mailing of notice of its intention to redeem the preference shares to deposit the redemption price of the preference shares so called for redemption or of such of the said shares represented by certificate(s) which have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in

Canada named in such notice, to be paid without interest to or to the order of the respective holders of preference shares called for redemption upon presentation and surrender to such bank or trust company of the certificate(s) representing such shares. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the preference shares in respect of which such deposit shall have been made shall be deemed to be redeemed and the rights of the holders thereof shall be limited to receiving without interest their proportionate part of the amount so deposited upon presentation and surrender of the certificate(s) held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation.

Redemption monies which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed (including monies held on deposit in a special account as provided for above) for a period of six years from the date specified for redemption shall be forfeited to the Corporation.

5. Liquidation, Dissolution or Winding Up

In the event of the liquidation, dissolution or winding up of the Corporation, or any other distribution of property or assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of the shares of any class or series of shares in the capital of the Corporation ranking senior to the preference shares of amounts they are entitled to, the holders of the preference shares shall be entitled to receive from the property and assets of the Corporation a sum equal to the redemption amount of the preference shares held by them respectively plus all dividends declared and unpaid thereon to and including the date of payment and no more, in priority to the rights of the holders of the common shares and the shares of any other class or series of shares in the capital of the Corporation ranking junior to the preference shares. After payment to the holders of the preference shares of the amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

6. Notices

Any notice, cheque, notice of redemption or other communication from the Corporation herein provided for shall be either sent to the holders of the preference shares by ordinary unregistered mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address known to the Corporation of such holder. Accidental failure to give any such notice, notice of redemption or other communication to one or more holders of preference shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice, notice of redemption or other communication, as the case may be, shall be sent or delivered forthwith to such holder or holders. Unless otherwise provided herein, any notice, certificate or other communication from a holder of preference shares herein provided for shall be either sent to the Corporation by ordinary unregistered mail, postage prepaid, or delivered by hand to the Corporation, at its registered office. Any notice or other communication, including without limitation a notice of redemption or request for redemption, from the Corporation to the holders of the preference shares or from a holder of preference shares to the Corporation may be waived.

APPENDIX 3

PROVISIONS ATTACHING TO THE CLASS B NON-VOTING PREFERENCE SHARES

The Class B non-voting preference shares shall have the following rights, privileges, restrictions and conditions:

1. Ranking

The Class B non-voting preference shares shall rank junior to the Exchangeable Shares, the Class A non-voting preference shares and the shares of any other class or series ranking senior to the Class B non-voting preference shares with respect to the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs. The Class B non-voting preference shares shall rank senior to the common shares with respect to the payment of the Preferential Dividend Amount (as defined below) in respect of each financial year of the Corporation but shall rank equally with the common shares with respect to the payment of dividends in any financial year in excess of the Preferential Dividend Amount and shall rank senior to the common shares with respect to the payment of the Liquidation Amount (as defined below) in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

2. Voting Rights

The holders of the Class B non-voting preference shares shall not be entitled to receive notice of or to attend or to vote at any meeting of shareholders of the Corporation and shall not be entitled to vote separately as a class upon any proposal to amend the articles of the Corporation to change the maximum number of the shares of any class of shares or series thereof, or to effect an exchange, reclassification or cancellation of the Class B non-voting preference shares, or to create a new class of shares or series thereof having rights or privileges equal or superior to the Class B non-voting preference shares, provided, however, that notwithstanding the foregoing provisions of this section 2, the holders of the Class B non-voting preference shares shall be entitled to vote separately as a class in respect of any matter for which a separate vote is specifically provided in the *Canada Business Corporations Act* or any successor statute thereto, other than in respect of a proposal to amend the articles in a manner as hereinbefore in this section 2 specified.

3. Dividends

Subject always to the prior rights of the holders of the Exchangeable Shares, the Class A non-voting preference shares and of any shares of any other class or series ranking senior to the Class B non-voting preference shares, the holders of the Class B non-voting preference shares shall be entitled, prior to the payment of any dividends to the holders of common shares in any financial year of the Corporation, to receive in each financial year of the Corporation, if, as and when declared by the board of directors of the Corporation out of monies of the Corporation properly applicable to the payment of dividends, non-cumulative preferential cash dividends in the amount of 8% of the Liquidation Amount (as defined below) per Class B non-voting preference share per annum (the "Preferential Dividend Amount"). If in any financial year of the Corporation the board of directors in their discretion shall not declare the Preferential Dividend Amount or any part thereof on the Class B non-voting preference shares then the right of the holders of the Class B non-voting preference shares to the Preferential Dividend Amount or any greater preferential dividends than the preferential dividends actually declared for such financial year shall be forever extinguished.

After the payment of the Preferential Dividend Amount in respect of each Class B non-voting preference share for a particular financial year of the Corporation, the holders of the Class B non-voting preference shares and common shares shall participate equally as to any additional dividends if, as and when declared by the board of directors of the Corporation and all additional dividends which the directors may determine to declare and pay in any financial year of the Corporation shall be declared and paid in equal or equivalent amounts per share, out of money, assets or property of the Corporation properly applicable to the payment of dividends or out of authorized but unissued shares of the Corporation, as applicable, on all the Class B non-voting preference shares and common shares at the time outstanding without preference or distinction.

4. Liquidation, Dissolution or Winding-Up

In the event of the liquidation, dissolution or winding up of the Corporation, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, and after payment to the holders of the Exchangeable Shares, the Class A non-voting preference shares and the shares of any other class or series of shares in the capital of the Corporation ranking senior to the Class B non-voting preference shares of amounts they are entitled to, the holders of the Class B non-voting preference shares shall be entitled to receive from the property and assets of the Corporation a sum equal to the Liquidation Amount (as defined below) of each Class B non-voting preference share held by them respectively plus all dividends declared and unpaid thereon to and including the date of payment and no more, in priority to the rights of the holders of the common shares and the shares of any other class or series of shares in the capital of the Corporation ranking junior to the Class B non-voting preference shares. The "Liquidation Amount" of a Class B non-voting preference share shall be equal to the quotient obtained by dividing:

- (a) \$6,500,000,000, by
- (b) the number of issued and outstanding Class B non-voting preference shares as of the date on which entitlements to the Liquidation Amount are fixed.

After payment to the holders of the Class B non-voting preference shares of the Liquidation Amounts so payable to them, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

5. Notices

Any notice, cheque or other communication from the Corporation herein provided for shall be sent to the holders of the Class B non-voting preference shares by ordinary unregistered mail, postage prepaid, or delivered by hand to such holders, at their respective addresses appearing on the securities register of the Corporation or, in the event of the address of any such holder not so appearing, then at the last address known to the Corporation of such holder. Accidental failure to give any such notice or other communication to one or more holders of Class B non-voting preference shares shall not affect the validity thereof, but, upon such failure being discovered, a copy of the notice or other communication shall be sent or delivered forthwith to such holder or holders. Any notice or other communication from the Corporation to the holders of the Class B non-voting preference shares may be waived.

APPENDIX 4

PROVISIONS ATTACHING TO THE
EXCHANGEABLE SHARES OF
3506967 CANADA INC.

The Exchangeable Shares shall have the following rights, privileges, restrictions and conditions:

ARTICLE 1.
INTERPRETATION

1.1. For the purposes of these share provisions:

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as applied to any Person, means the possession by another Person, directly or indirectly, of the power to direct or cause the direction of the management and policies of that first mentioned Person, whether through the ownership of voting securities, by contract or otherwise.

"Board of Directors" means the board of directors of the Corporation.

"Business Day" means any day on which commercial banks are open for business in New York, New York and Toronto, Ontario other than a Saturday, a Sunday or a day observed as a holiday in Toronto, Ontario under the laws of the Province of Ontario or the federal laws of Canada or in New York, New York under the laws of the State of New York or the federal laws of the United States of America.

"Canadian Dollar Equivalent" means in respect of an amount expressed in a foreign currency (the "Foreign Currency Amount") at any date the product obtained by multiplying:

- (a) the Foreign Currency Amount by,
- (b) the noon spot exchange rate on such date for such foreign currency expressed in Canadian dollars as reported by the Bank of Canada or, in the event such spot exchange rate is not available, such spot exchange rate on such date for such foreign currency expressed in Canadian dollars as may be deemed by the Board of Directors to be appropriate for such purpose.

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

"Corporation" means 3506967 Canada Inc., a corporation governed by the *Canada Business Corporations Act*.

"Current Market Price" means, in respect of a Uniphase Common Share on any date, the Canadian Dollar Equivalent of the average of the closing bid and ask prices of Uniphase Common Shares during a period of 20 consecutive trading days ending not more than three trading days before such date on NASDAQ, or, if the

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quotation system on which the Uniphase Common Shares are listed or quoted, as the case may be, as may be selected by the Board of Directors for such purpose; provided, however, that if in the opinion of the Board of Directors the public distribution or trading activity of Uniphase Common Shares during such period does not create a market which reflects the fair market value of a Uniphase Common Share, then the Current Market Price of a Uniphase Common Share shall be determined by the Board of Directors, in good faith and in its sole discretion, and provided further that any such selection, opinion or determination by the Board of Directors shall be conclusive and binding.

"Dividend Amount" has the meaning ascribed thereto in section 6.3 of these share provisions.

"Exchangeable Shares" mean the non-voting exchangeable shares in the capital of the Corporation having the rights, privileges, restrictions and conditions set forth herein.

"Exchangeable Share Support Agreement" means that certain Exchangeable Share Support Agreement between Uniphase, Uniphase Nova Scotia and the Corporation, to be entered into in connection with the Plan of Arrangement.

"Exchangeable Share Voting Event" means any matter in respect of which holders of Exchangeable Shares are entitled to vote as shareholders of the Corporation, other than an Exempt Exchangeable Share Voting Event, and, for greater certainty, excluding any matter in respect of which holders of Exchangeable Shares are entitled to vote (or instruct the Trustee to vote) in their capacity as Beneficiaries under (and as that term is defined in) the Voting and Exchange Trust Agreement.

"Exempt Exchangeable Share Voting Event" means any matter in respect of which holders of Exchangeable Shares are entitled to vote as shareholders of the Corporation in order to approve or disapprove, as applicable, any change to, or in the rights of the holders of, the Exchangeable Shares, where the approval or disapproval, as applicable, of such change would be required to maintain the equivalence of the Exchangeable Shares and the Uniphase Common Shares.

"Liquidation Amount" has the meaning ascribed thereto in section 5.1 of these share provisions.

"Liquidation Call Right" has the meaning ascribed thereto in the Plan of Arrangement.

"Liquidation Date" has the meaning ascribed thereto in section 5.1 of these share provisions.

"NASDAQ" means the Nasdaq National Market.

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, government body, syndicate or other entity, whether or not having legal status.

"Plan of Arrangement" means the plan of arrangement relating to the arrangement of JDS FITEL Inc. under section 192 of the *Canada Business Corporations Act* to which these share provisions are attached as Appendix 4 and which plan (other than Appendix 4 thereto) is attached to these share provisions as Exhibit A.

"Preference Shares" means the Class A non-voting preference shares in the capital of the Corporation.

"Purchase Price" has the meaning ascribed thereto in section 6.3 of these share provisions.

“Redemption Call Purchase Price” has the meaning ascribed thereto in the Plan of Arrangement.

“Redemption Call Right” has the meaning ascribed thereto in the Plan of Arrangement.

“Redemption Date” means the date, if any, established by the Board of Directors for the redemption by the Corporation of all but not less than all of the outstanding Exchangeable Shares pursuant to Article 7 of these share provisions, which date shall be no earlier than March 31, 2014, unless:

- (a) there are fewer than 992,372 Exchangeable Shares outstanding (other than Exchangeable Shares held by Uniphase and its Affiliates, and as such number of shares may be adjusted as deemed appropriate by the Board of Directors to give effect to any subdivision or consolidation of or stock dividend on the Exchangeable Shares, any issue or distribution of rights to acquire Exchangeable Shares or securities exchangeable for or convertible into Exchangeable Shares, any issue or distribution of other securities or rights or evidences of indebtedness or assets, or any other capital reorganization or other transaction affecting the Exchangeable Shares), in which case the Board of Directors may accelerate such redemption date to such date prior to March 31, 2014 as they may determine, upon at least 60 days' prior written notice to the registered holders of the Exchangeable Shares;
- (b) a Uniphase Control Transaction occurs, in which case, provided that the Board of Directors determines, in good faith and in its sole discretion, that it is not reasonably practicable to substantially replicate the terms and conditions of the Exchangeable Shares in connection with such Uniphase Control Transaction and that the redemption of all but not less than all of the outstanding Exchangeable Shares is necessary to enable the completion of such Uniphase Control Transaction in accordance with its terms, the Board of Directors may accelerate such redemption date to such date prior to March 31, 2014 as they may determine, upon such number of days' prior written notice to the registered holders of the Exchangeable Shares as the Board of Directors may determine to be reasonably practicable in such circumstances;
- (c) an Exchangeable Share Voting Event is proposed, in which case, provided that the Board of Directors has determined, in good faith and in its sole discretion, that it is not reasonably practicable to accomplish the business purpose intended by the Exchangeable Share Voting Event, which business purpose must be bona fide and not for the primary purpose of causing the occurrence of a Redemption Date, in any other commercially reasonable manner that does not result in an Exchangeable Share Voting Event, the redemption date shall be the Business Day prior to the record date for any meeting or vote of the holders of the Exchangeable Shares to consider the Exchangeable Share Voting Event and the Board of Directors shall give such number of days' prior written notice of such redemption to the registered holders of the Exchangeable Shares as the Board of Directors may determine to be reasonably practicable in such circumstances; or
- (d) an Exempt Exchangeable Share Voting Event is proposed and the holders of the Exchangeable Shares fail to take the necessary action at a meeting or other vote of holders of Exchangeable Shares, to approve or disapprove, as applicable, the Exempt Exchangeable Share Voting Event, in which case the redemption date shall be the Business Day following the day on which the holders of the Exchangeable Shares failed to take such action and the Board of Directors shall give such number of days' prior written notice of such redemption to the registered holders of the Exchangeable Shares as the Board of Directors may determine to be reasonably practicable in such circumstances,

provided, however, that the accidental failure or omission to give any notice of redemption under clauses (a), (b), (c) or (d) above to less than 10% of such holders of Exchangeable Shares shall not affect the validity of any such redemption.

“Redemption Price” has the meaning ascribed thereto in section 7.1 of these share provisions.

“Retracted Shares” has the meaning ascribed thereto in section 6.1(a) of these share provisions.

“Retraction Call Right” has the meaning ascribed thereto in section 6.1(c) of these share provisions.

“Retraction Date” has the meaning ascribed thereto in section 6.1(b) of these share provisions.

“Retraction Price” has the meaning ascribed thereto in section 6.1 of these share provisions.

“Retraction Request” has the meaning ascribed thereto in section 6.1 of these share provisions.

“Transfer Agent” means CIBC Mellon Trust Company or such other Person as may from time to time be appointed by the Corporation as the registrar and transfer agent for the Exchangeable Shares.

“Trustee” means the trustee under the Voting and Exchange Trust Agreement, being a corporation organized and existing under the laws of Canada and authorized to carry on the business of a trust company in all the provinces of Canada, and any successor trustee appointed under the Voting and Exchange Trust Agreement.

“Uniphase” means Uniphase Corporation, a corporation existing under the laws of the State of Delaware, and any successor corporation thereto.

“Uniphase Common Shares” mean the shares of common stock, par value U.S. \$0.001, in the capital of Uniphase, and any other securities into which such shares may be changed, including shares into which Uniphase Common Shares may be changed consequent upon an amalgamation, merger, reorganization or other transaction affecting the Uniphase Common Shares.

“Uniphase Control Transaction” means any merger or amalgamation involving Uniphase, any tender offer for Uniphase, and any material sale of shares or rights or interests therein or thereto by Uniphase or similar transactions, or any proposal to do so.

“Uniphase Dividend Declaration Date” means the date on which the Board of Directors declares any dividend on the Uniphase Common Shares.

“Uniphase Nova Scotia” means 3025244 Nova Scotia Company, an unlimited company existing under the laws of the Province of Nova Scotia and being a wholly-owned subsidiary of Uniphase.

“Uniphase Nova Scotia Call Notice” has the meaning ascribed thereto in section 6.3 of these share provisions.

“Voting and Exchange Trust Agreement” means that certain Voting and Exchange Trust Agreement between Uniphase, the Corporation and the Trustee, to be entered into in connection with the Plan of Arrangement.

ARTICLE 2.
RANKING OF EXCHANGEABLE SHARES

2.1. The Exchangeable Shares shall be entitled to a preference over the Common Shares, the Preference Shares and any other shares ranking junior to the Exchangeable Shares with respect to the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

ARTICLE 3.
DIVIDENDS

3.1. Subject to section 3.2 below, a holder of an Exchangeable Share shall be entitled to receive and the Board of Directors shall, subject to applicable law, on each Uniphase Dividend Declaration Date, declare a dividend on each Exchangeable Share:

- (a) in the case of a cash dividend declared on the Uniphase Common Shares, in an amount in cash for each Exchangeable Share in U.S. dollars, or the Canadian Dollar Equivalent thereof on the Uniphase Dividend Declaration Date, in each case, corresponding to the cash dividend declared on each Uniphase Common Share;
- (b) in the case of a stock dividend declared on the Uniphase Common Shares to be paid in Uniphase Common Shares, in such number of Exchangeable Shares for each Exchangeable Share as is equal to the number of Uniphase Common Shares to be paid on each Uniphase Common Share; or
- (c) in the case of a dividend declared on the Uniphase Common Shares in property other than cash or Uniphase Common Shares, in such type and amount of property for each Exchangeable Share as is the same as or economically equivalent to (to be determined by the Board of Directors as contemplated by section 3.6 hereof) the type and amount of property declared as a dividend on each Uniphase Common Share.

Such dividends shall be paid out of money, assets or property of the Corporation properly applicable to the payment of dividends, or out of authorized but unissued shares of the Corporation, as applicable.

3.2. In the case of a stock dividend declared on the Uniphase Common Shares to be paid in Uniphase Common Shares, in lieu of declaring the stock dividend contemplated by section 3.1(b) on the Exchangeable Shares, the Board of Directors may, in its discretion and subject to applicable law, subdivide, redivide or change (the "subdivision") each issued and unissued Exchangeable Share on the basis that each Exchangeable Share before the subdivision becomes a number of Exchangeable Shares as is equal to the sum of (i) a Uniphase Common Share and (ii) the number of Uniphase Common Shares to be paid as a stock dividend on each Uniphase Common Share. In such instance, and notwithstanding any other provision hereof, such subdivision shall become effective on the effective date specified in section 3.4 hereof without any further act or formality on the part of the Board of Directors or of the holders of Exchangeable Shares. For greater certainty, no approval of the holders of Exchangeable Shares to an amendment to the articles of the Corporation shall be required to give effect to such subdivision.

3.3. Cheques of the Corporation payable at par at any branch of the bankers of the Corporation shall be issued in respect of any cash dividends contemplated by section 3.1(a) hereof and the sending of such a cheque to each holder of an Exchangeable Share shall satisfy the cash dividend represented thereby unless the cheque is not paid on

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presentation. Subject to applicable law, certificates registered in the name of the registered holder of Exchangeable Shares shall be issued or transferred in respect of any stock dividends contemplated by section 3.1(b) hereof or any subdivision of shares contemplated by section 3.2 hereof and the sending of such a certificate to each holder of an Exchangeable Share shall satisfy the stock dividend or share subdivision represented thereby. Such other type and amount of property in respect of any dividends contemplated by section 3.1(c) hereof shall be issued, distributed or transferred by the Corporation in such manner as it shall determine and the issuance, distribution or transfer thereof by the Corporation to each holder of an Exchangeable Share shall satisfy the dividend represented thereby. No holder of an Exchangeable Share shall be entitled to recover by action or other legal process against the Corporation any dividend that is represented by a cheque that has not been duly presented to the Corporation's bankers for payment or that otherwise remains unclaimed for a period of six years from the date on which such dividend was payable.

3.4. The record date for the determination of the holders of Exchangeable Shares entitled to receive payment of, and the payment date for, any dividend declared on the Exchangeable Shares under section 3.1 hereof shall be the same dates as the record date and payment date, respectively, for the corresponding dividend declared on the Uniphase Common Shares. The record date for the determination of the holders of Exchangeable Shares entitled to receive Exchangeable Shares in connection with any subdivision of Exchangeable Shares under section 3.2 hereof and the effective date of such subdivision shall be the same dates as the record date and payment date, respectively, for the corresponding stock dividend declared on Uniphase Common Shares.

3.5. If on any payment date for any dividends declared on the Exchangeable Shares under section 3.1 hereof the dividends are not paid in full on all of the Exchangeable Shares then outstanding, any such dividends that remain unpaid shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient moneys, assets or property properly applicable to the payment of such dividends.

3.6. The Board of Directors shall determine, in good faith and in its sole discretion, economic equivalence for the purposes of sections 3.1 and 3.2 hereof, and each such determination shall be conclusive and binding on the Corporation and its shareholders. In making each such determination, the following factors shall, without excluding other factors determined by the Board of Directors to be relevant, be considered by the Board of Directors:

- (a) in the case of any stock dividend or other distribution payable in Uniphase Common Shares, the number of such shares issued in proportion to the number of Uniphase Common Shares previously outstanding;
- (b) in the case of the issuance or distribution of any rights, options or warrants to subscribe for or purchase Uniphase Common Shares (or securities exchangeable for or convertible into or carrying rights to acquire Uniphase Common Shares), the relationship between the exercise price of each such right, option or warrant and the current market value (as determined by the Board of Directors in the manner above contemplated) of a Uniphase Common Share;
- (c) in the case of the issuance or distribution of any other form of property (including without limitation any shares or securities of Uniphase of any class other than Uniphase Common Shares, any rights, options or warrants other than those referred to in section 3.6(b) above, any evidences of indebtedness of Uniphase or any assets of Uniphase), the relationship between the fair market value (as determined by the Board of Directors in the manner above contemplated) of such property to be issued or distributed with respect to each outstanding Uniphase Common Share and the current market value (as determined by the Board of Directors in the manner above contemplated) of a Uniphase Common Share; and
- (d) in all such cases, the general taxation consequences of the relevant event to holders of Exchangeable Shares to the extent that such consequences may differ from the taxation consequences to holders of

Uniphase Common Shares as a result of differences between taxation laws of Canada and the United States (except for any differing consequences arising as a result of differing marginal taxation rates and without regard to the individual circumstances of holders of Exchangeable Shares).

For purposes of the foregoing determinations, the current market value of any security listed and traded or quoted on a securities exchange shall be the average of the closing bid and ask prices of such security during a period of not less than 20 consecutive trading days ending not more than three trading days before the date of determination on the principal securities exchange on which such securities are listed and traded or quoted; provided, however, that if in the opinion of the Board of Directors the public distribution or trading activity of such securities during such period does not create a market which reflects the fair market value of such securities, then the current market value thereof shall be determined by the Board of Directors, in good faith and in its sole discretion, and provided further that any such determination by the Board of Directors shall be conclusive and binding on the Corporation and its shareholders.

ARTICLE 4.

CERTAIN RESTRICTIONS

4.1. So long as any of the Exchangeable Shares are outstanding, the Corporation shall not at any time without, but, subject to section 3.2 hereof, may at any time with, the approval of the holders of the Exchangeable Shares given as specified in section 10.2 of these share provisions:

- (a) pay any dividends on the Common Shares, the Preference Shares or any other shares ranking junior to the Exchangeable Shares, other than stock dividends payable in Common Shares or any such other shares ranking junior to the Exchangeable Shares, as the case may be;
- (b) redeem or purchase or make any capital distribution in respect of the Common Shares, the Preference Shares or any other shares ranking junior to the Exchangeable Shares;
- (c) redeem or purchase any other shares of the Corporation ranking equally with the Exchangeable Shares with respect to the payment of dividends or on any liquidation distribution;
- (d) issue any Exchangeable Shares other than (i) pursuant to any shareholder rights plan adopted by the Corporation, (ii) by way of stock dividend to the holders of such Exchangeable Shares contemplated by section 3.1 hereof, or (iii) by way of any subdivision of Exchangeable Shares contemplated by section 3.2 hereof; or
- (e) issue any shares of the Corporation ranking equally with, or superior to, the Exchangeable Shares other than by way of stock dividends to the holders of such Exchangeable Shares.

The restrictions in sections 4.1(a), 4.1(b), 4.1(c) and 4.1(d) above shall not apply if all dividends on the outstanding Exchangeable Shares corresponding to dividends declared and paid to date on the Uniphase Common Shares shall have been declared and paid on the Exchangeable Shares.

ARTICLE 5.

DISTRIBUTION ON LIQUIDATION

5.1. In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to the exercise by Uniphase Nova Scotia of the Liquidation Call Right, a holder of Exchangeable Shares shall be entitled, subject to

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applicable law, to receive from the assets of the Corporation in respect of each Exchangeable Share held by such holder on the effective date (the "Liquidation Date") of such liquidation, dissolution or winding-up, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares, the Preference Shares or any other shares ranking junior to the Exchangeable Shares, an amount per share equal to the Current Market Price of a Uniphase Common Share on the last Business Day prior to the Liquidation Date (the "Liquidation Amount"), which shall be satisfied in full by the Corporation causing to be delivered to such holder one Uniphase Common Share, together with all declared and unpaid dividends on each such Exchangeable Share held by such holder on any dividend record date which occurred prior to the Liquidation Date.

5.2. On or promptly after the Liquidation Date, the Corporation shall cause to be delivered to the holders of the Exchangeable Shares the Liquidation Amount for each such Exchangeable Share upon presentation and surrender of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the *Canada Business Corporations Act* and the by-laws of the Corporation and such additional documents and instruments as the Transfer Agent, Uniphase or the Corporation may reasonably require, at the registered office of the Corporation or at any office of the Transfer Agent as may be specified by the Corporation by notice to the holders of the Exchangeable Shares. Payment of the total Liquidation Amount for such Exchangeable Shares shall be made by delivery to each holder, at the address of the holder recorded in the securities register of the Corporation for the Exchangeable Shares or by holding for pick-up by the holder at the registered office of the Corporation or at any office of the Transfer Agent as may be specified by the Corporation by notice to the holders of Exchangeable Shares, on behalf of the Corporation of certificates representing Uniphase Common Shares (which shares shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in respect of the remaining portion, if any, of the total Liquidation Amount (in each case less any amounts withheld on account of tax required to be deducted and withheld therefrom) (without interest). On and after the Liquidation Date, the holders of the Exchangeable Shares shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Liquidation Amount, unless payment of the total Liquidation Amount for such Exchangeable Shares shall not be made upon presentation and surrender of share certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the total Liquidation Amount has been paid in the manner hereinbefore provided. The Corporation shall have the right at any time after the Liquidation Date to deposit or cause to be deposited the total Liquidation Amount in respect of the Exchangeable Shares represented by certificates that have not at the Liquidation Date been surrendered by the holders thereof in a custodial account with any chartered bank or trust company in Canada. Upon such deposit being made, the rights of the holders of Exchangeable Shares after such deposit shall be limited to receiving their proportionate part of the total Liquidation Amount (in each case less any amounts withheld on account of tax required to be deducted and withheld therefrom) (without interest) for such Exchangeable Shares so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the total Liquidation Amount, the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the Uniphase Common Shares delivered to them or the custodian on their behalf.

5.3. After the Corporation has satisfied its obligations to pay the holders of the Exchangeable Shares the Liquidation Amount per Exchangeable Share pursuant to section 5.1 of these share provisions, such holders shall not be entitled to share in any further distribution of the assets of the Corporation.

ARTICLE 6.

RETRACTION OF EXCHANGEABLE SHARES BY HOLDER

6.1. A holder of Exchangeable Shares shall be entitled at any time, subject to the exercise by Uniphase Nova Scotia of the Retraction Call Right and otherwise upon compliance with the provisions of this Article 6, to require

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the Corporation to redeem any or all of the Exchangeable Shares registered in the name of such holder for an amount per share equal to the Current Market Price of a Uniphase Common Share on the last Business Day prior to the Retraction Date (the "Retraction Price"), which shall be satisfied in full by the Corporation causing to be delivered to such holder one Uniphase Common Share for each Exchangeable Share presented and surrendered by the holder, together with, on the payment date therefor, the full amount of all declared and unpaid dividends on any such Exchangeable Share held by such holder on any dividend record date which occurred prior to the Retraction Date. To effect such redemption, the holder shall present and surrender at the registered office of the Corporation or at any office of the Transfer Agent as may be specified by the Corporation by notice to the holders of Exchangeable Shares the certificate or certificates representing the Exchangeable Shares which the holder desires to have the Corporation redeem, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the *Canada Business Corporations Act* and the by-laws of the Corporation and such additional documents and instruments as the Transfer Agent, Uniphase or the Corporation may reasonably require, and together with a duly executed statement (the "Retraction Request") in the form of Schedule A hereto or in such other form as may be acceptable to the Corporation:

- (a) specifying that the holder desires to have all or any number specified therein of the Exchangeable Shares represented by such certificate or certificates (the "Retracted Shares") redeemed by the Corporation;
- (b) stating the Business Day on which the holder desires to have the Corporation redeem the Retracted Shares (the "Retraction Date"), provided that the Retraction Date shall be not less than 10 Business Days nor more than 15 Business Days after the date on which the Retraction Request is received by the Corporation and further provided that, in the event that no such Business Day is specified by the holder in the Retraction Request, the Retraction Date shall be deemed to be the 15th Business Day after the date on which the Retraction Request is received by the Corporation; and
- (c) acknowledging the overriding right (the "Retraction Call Right") of Uniphase Nova Scotia to purchase all but not less than all the Retracted Shares directly from the holder and that the Retraction Request shall be deemed to be a revocable offer by the holder to sell the Retracted Shares to Uniphase Nova Scotia in accordance with the Retraction Call Right on the terms and conditions set out in section 6.3 below.

6.2. Subject to the exercise by Uniphase Nova Scotia of the Retraction Call Right, upon receipt by the Corporation or the Transfer Agent in the manner specified in section 6.1 hereof of a certificate or certificates representing the number of Exchangeable Shares which the holder desires to have the Corporation redeem, together with a Retraction Request, and provided that the Retraction Request is not revoked by the holder in the manner specified in section 6.7, the Corporation shall redeem the Retracted Shares effective at the close of business on the Retraction Date and shall cause to be delivered to such holder the total Retraction Price with respect to such shares, provided that all declared and unpaid dividends for which the record date has occurred prior to the Retraction Date shall be paid on the payment date for such dividends. If only a part of the Exchangeable Shares represented by any certificate is redeemed (or purchased by Uniphase Nova Scotia pursuant to the Retraction Call Right), a new certificate for the balance of such Exchangeable Shares shall be issued to the holder at the expense of the Corporation.

6.3. Upon receipt by the Corporation of a Retraction Request, the Corporation shall immediately notify Uniphase Nova Scotia thereof. In order to exercise the Retraction Call Right, Uniphase Nova Scotia must notify the Corporation of its determination to do so (the "Uniphase Nova Scotia Call Notice") within five Business Days of notification to Uniphase Nova Scotia by the Corporation of the receipt by the Corporation of the Retraction Request. If Uniphase Nova Scotia does not so notify the Corporation within such five Business Day period, the Corporation will notify the holder as soon as possible thereafter that Uniphase Nova Scotia will not exercise the Retraction Call Right. If Uniphase Nova Scotia delivers the Uniphase Nova Scotia Call Notice within such five

Business Day period, and provided that the Retraction Request is not revoked by the holder in the manner specified in section 6.7, the Retraction Request shall thereupon be considered only to be an offer by the holder to sell the Retracted Shares to Uniphase Nova Scotia in accordance with the Retraction Call Right. In such event, the Corporation shall not redeem the Retracted Shares and Uniphase Nova Scotia shall purchase from such holder and such holder shall sell to Uniphase Nova Scotia on the Retraction Date the Retracted Shares for a purchase price (the "Purchase Price") per share equal to the Retraction Price per share, plus, on the designated payment date therefor, to the extent not paid by the Corporation on the designated payment date therefor, an additional amount equivalent to the full amount of all declared and unpaid dividends on those Retracted Shares held by such holder on any dividend record date which occurred prior to the Retraction Date (the "Dividend Amount"). For the purposes of completing a purchase pursuant to the Retraction Call Right, Uniphase Nova Scotia shall deposit with the Transfer Agent, on or before the Retraction Date, certificates representing Uniphase Common Shares and a cheque or cheques of Uniphase Nova Scotia payable at par at any branch of the bankers of Uniphase Nova Scotia representing the aggregate Dividend Amount, less any amounts withheld on account of tax required to be deducted and withheld therefrom (without interest). Provided that Uniphase Nova Scotia has complied with the immediately preceding sentence, the closing of the purchase and sale of the Retracted Shares pursuant to the Retraction Call Right shall be deemed to have occurred as at the close of business on the Retraction Date and, for greater certainty, no redemption by the Corporation of such Retracted Shares shall take place on the Retraction Date. In the event that Uniphase Nova Scotia does not deliver a Uniphase Nova Scotia Call Notice within such five Business Day period, and provided that the Retraction Request is not revoked by the holder in the manner specified in section 6.7, the Corporation shall redeem the Retracted Shares on the Retraction Date and in the manner otherwise contemplated in this Article 6.

6.4. The Corporation or Uniphase Nova Scotia, as the case may be, shall deliver or cause the Transfer Agent to deliver to the relevant holder, at the address of the holder recorded in the securities register of the Corporation for the Exchangeable Shares or at the address specified in the holder's Retraction Request or by holding for pick-up by the holder at the registered office of the Corporation or at any office of the Transfer Agent as may be specified by the Corporation by notice to the holders of Exchangeable Shares, certificates representing the Uniphase Common Shares (which shares shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) registered in the name of the holder or in such other name as the holder may request, and, if applicable and on or before the payment date therefor, a cheque payable at par at any branch of the bankers of the Corporation or Uniphase Nova Scotia, as applicable, representing the aggregate Dividend Amount in payment of the total Retraction Price or the total Purchase Price, as the case may be, in each case, less any amounts withheld on account of tax required to be deducted and withheld therefrom (without interest), and such delivery of such certificates and cheques on behalf of the Corporation or by Uniphase Nova Scotia, as the case may be, or by the Transfer Agent shall be deemed to be payment of and shall satisfy and discharge all liability for the total Retraction Price or total Purchase Price, as the case may be, to the extent that the same is represented by such share certificates and cheques (plus any tax deducted and withheld therefrom and remitted to the proper tax authority).

6.5. On and after the close of business on the Retraction Date, the holder of the Retracted Shares shall cease to be a holder of such Retracted Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive his proportionate part of the total Retraction Price or total Purchase Price, as the case may be, unless upon presentation and surrender of certificates in accordance with the foregoing provisions, payment of the total Retraction Price or the total Purchase Price, as the case may be, shall not be made as provided in section 6.4, in which case the rights of such holder shall remain unaffected until the total Retraction Price or the total Purchase Price, as the case may be, has been paid in the manner hereinbefore provided. On and after the close of business on the Retraction Date, provided that presentation and surrender of certificates and payment of the total Retraction Price or the total Purchase Price, as the case may be, has been made in accordance with the foregoing provisions, the holder of the Retracted Shares so redeemed by the Corporation or purchased by Uniphase Nova Scotia shall thereafter be considered and deemed for all purposes to be a holder of the Uniphase Common Shares delivered to it.

6.6. Notwithstanding any other provision of this Article 6, the Corporation shall not be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent that such redemption of Retracted Shares would be contrary to solvency requirements or other provisions of applicable law. If the Corporation believes that on any Retraction Date it would not be permitted by any of such provisions to redeem the Retracted Shares tendered for redemption on such date, and provided that Uniphase Nova Scotia shall not have exercised the Retraction Call Right with respect to the Retracted Shares, the Corporation shall only be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such provisions and shall notify the holder at least two Business Days prior to the Retraction Date as to the number of Retracted Shares which will not be redeemed by the Corporation. In any case in which the redemption by the Corporation of Retracted Shares would be contrary to solvency requirements or other provisions of applicable law, the Corporation shall redeem the maximum number of Exchangeable Shares which the Board of Directors determine the Corporation is, on the Retraction Date, permitted to redeem, which shall be selected as nearly as may be *pro rata* (disregarding fractions) in proportion to the total number of Exchangeable Shares tendered for retraction by each holder thereof and the Corporation shall issue to each holder of Retracted Shares a new certificate, at the expense of the Corporation, representing the Retracted Shares not redeemed by the Corporation pursuant to section 6.2 hereof. Provided that the Retraction Request is not revoked by the holder in the manner specified in section 6.7 and provided further that Uniphase Nova Scotia shall not have exercised the Retraction Call Right with respect to the Retracted Shares, the holder of any such Retracted Shares not redeemed by the Corporation pursuant to section 6.2 of these share provisions as a result of solvency requirements or other provisions of applicable law shall be deemed by giving the Retraction Request to have instructed the Trustee to require Uniphase to purchase such Retracted Shares from such holder on the Retraction Date or as soon as practicable thereafter on payment by Uniphase to such holder of the Purchase Price for each such Retracted Share, all as more specifically provided in the Voting and Exchange Trust Agreement.

6.7. A holder of Retracted Shares may, by notice in writing given by the holder to the Corporation before the close of business on the Business Day immediately preceding the Retraction Date, withdraw its Retraction Request, in which event such Retraction Request shall be null and void and, for greater certainty, the revocable offer constituted by the Retraction Request to sell the Retracted Shares to Uniphase Nova Scotia shall be deemed to have been revoked.

ARTICLE 7.

REDEMPTION OF EXCHANGEABLE SHARES BY THE CORPORATION

7.1. Subject to applicable law, and provided Uniphase Nova Scotia has not exercised the Redemption Call Right, the Corporation shall on the Redemption Date redeem all but not less than all of the then outstanding Exchangeable Shares for an amount per share equal to the Current Market Price of a Uniphase Common Share on the last Business Day prior to the Redemption Date (the "Redemption Price"), which shall be satisfied in full by the Corporation causing to be delivered to each holder of Exchangeable Shares one Uniphase Common Share for each Exchangeable Share held by such holder, together with the full amount of all declared and unpaid dividends on each such Exchangeable Share held by such holder on any dividend record date which occurred prior to the Redemption Date.

7.2. In any case of a redemption of Exchangeable Shares under this Article 7, the Corporation shall, at least 60 days before the Redemption Date (other than a Redemption Date established in connection with a Uniphase Control Transaction, an Exchangeable Share Voting Event or an Exempt Exchangeable Share Voting Event), send or cause to be sent to each holder of Exchangeable Shares a notice in writing of the redemption by the Corporation or the purchase by Uniphase Nova Scotia under the Redemption Call Right, as the case may be, of the Exchangeable Shares held by such holder. In the case of a Redemption Date established in connection with a Uniphase Control Transaction, an Exchangeable Share Voting Event and an Exempt Exchangeable Share Voting

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Event, the written notice of redemption by the Corporation or the purchase by Uniphase Nova Scotia under the Redemption Call Right will be sent on or before the Redemption Date, on as many days prior written notice as may be determined by the Board of Directors of the Corporation to be reasonably practicable in the circumstances. In any such case, such notice shall set out the Redemption Price or the Redemption Call Purchase Price, as the case may be, the Redemption Date and, if applicable, particulars of the Redemption Call Right.

7.3. On or after the Redemption Date and subject to the exercise by Uniphase Nova Scotia of the Redemption Call Right, the Corporation shall cause to be delivered to the holders of the Exchangeable Shares to be redeemed the Redemption Price for each such Exchangeable Share, together with the full amount of all declared and unpaid dividends on each such Exchangeable Share held by such holder on any dividend record date which occurred prior to the Redemption Date, upon presentation and surrender at the registered office of the Corporation or at any office of the Transfer Agent as may be specified by the Corporation in such notice of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the *Canada Business Corporations Act* and the by-laws of the Corporation and such additional documents and instruments as the Transfer Agent, Uniphase or the Corporation may reasonably require. Payment of the total Redemption Price for such Exchangeable Shares, together with payment of such dividends, shall be made by delivery to each holder, at the address of the holder recorded in the securities register of the Corporation or by holding for pick-up by the holder at the registered office of the Corporation or at any office of the Transfer Agent as may be specified by the Corporation in such notice, on behalf of the Corporation of certificates representing Uniphase Common Shares (which shares shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and, if applicable, a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in payment of any such dividends, in each case, less any amounts withheld on account of tax required to be deducted and withheld therefrom (without interest). On and after the Redemption Date, the holders of the Exchangeable Shares called for redemption shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Redemption Price and any such dividends, unless payment of the total Redemption Price and any such dividends for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the total Redemption Price and any such dividends have been paid in the manner hereinbefore provided. The Corporation shall have the right at any time after the sending of notice of its intention to redeem the Exchangeable Shares as aforesaid to deposit or cause to be deposited the total Redemption Price for and the full amount of such dividends on (except as provided in the preceding sentence) the Exchangeable Shares so called for redemption, or of such of the said Exchangeable Shares represented by certificates that have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a custodial account with any chartered bank or trust company in Canada named in such notice, less any amounts withheld on account of tax required to be deducted and withheld therefrom (without interest). Upon the later of such deposit being made and the Redemption Date, the Exchangeable Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or Redemption Date, as the case may be, shall be limited to receiving their proportionate part of the total Redemption Price and such dividends for such Exchangeable Shares so deposited (without interest), against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the total Redemption Price and the full amount of such dividends, the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the Uniphase Common Shares delivered to them or the custodian on their behalf.

ARTICLE 8.

PURCHASE FOR CANCELLATION

8.1. Subject to applicable law and the articles of the Corporation, the Corporation may at any time and from time to time purchase for cancellation all or any part of the outstanding Exchangeable Shares at any price by tender

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to all the holders of record of Exchangeable Shares then outstanding or through the facilities of any stock exchange on which the Exchangeable Shares are listed or quoted at any price per share together with an amount equal to all declared and unpaid dividends thereon for which the record date has occurred prior to the date of purchase. If in response to an invitation for tenders under the provisions of this section 8.1, more Exchangeable Shares are tendered at a price or prices acceptable to the Corporation than the Corporation is prepared to purchase, the Exchangeable Shares to be purchased by the Corporation shall be purchased as nearly as may be *pro rata* according to the number of shares tendered by each holder who submits a tender to the Corporation, provided that when shares are tendered at different prices, the pro rating shall be effected (disregarding fractions) only with respect to the shares tendered at the price at which more shares were tendered than the Corporation is prepared to purchase after the Corporation has purchased all the shares tendered at lower prices. If part only of the Exchangeable Shares represented by any certificate shall be purchased, a new certificate for the balance of such shares shall be issued at the expense of the Corporation.

ARTICLE 9. VOTING RIGHTS

9.1. Except as required by applicable law and by Article 10, section 11.1 and section 12.2 hereof, the holders of the Exchangeable Shares shall not be entitled as such to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting.

ARTICLE 10. AMENDMENT AND APPROVAL

10.1. The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be added to, changed or removed but only with the approval of the holders of the Exchangeable Shares given as hereinafter specified.

10.2. Any approval given by the holders of the Exchangeable Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Exchangeable Shares or any other matter requiring the approval or consent of the holders of the Exchangeable Shares shall be deemed to have been sufficiently given if it shall have been given in accordance with applicable law subject to a minimum requirement that such approval be evidenced by resolution passed by not less than two-thirds of the votes cast on such resolution at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 35% of the outstanding Exchangeable Shares at that time are present or represented by proxy; provided that if at any such meeting the holders of at least 35% of the outstanding Exchangeable Shares at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such date not less than five days thereafter and to such time and place as may be designated by the Chairman of such meeting. At such adjourned meeting the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than two-thirds of the votes cast on such resolution at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares.

ARTICLE 11.

**RECIPROCAL CHANGES, ETC.
IN RESPECT OF UNIPHASE COMMON SHARES**

11.1. Each holder of an Exchangeable Share acknowledges that the Exchangeable Share Support Agreement provides, in part, that Uniphase will not without the prior approval of the Corporation and the prior approval of the holders of the Exchangeable Shares given in accordance with section 10.2 of these share provisions:

- (a) issue or distribute Uniphase Common Shares (or securities exchangeable for or convertible into or carrying rights to acquire Uniphase Common Shares) to the holders of all or substantially all of the then outstanding Uniphase Common Shares by way of stock dividend or other distribution, other than an issue of Uniphase Common Shares (or securities exchangeable for or convertible into or carrying rights to acquire Uniphase Common Shares) to holders of Uniphase Common Shares who exercise an option to receive dividends in Uniphase Common Shares (or securities exchangeable for or convertible into or carrying rights to acquire Uniphase Common Shares) in lieu of receiving cash dividends;
- (b) issue or distribute rights, options or warrants to the holders of all or substantially all of the then outstanding Uniphase Common Shares entitling them to subscribe for or to purchase Uniphase Common Shares (or securities exchangeable for or convertible into or carrying rights to acquire Uniphase Common Shares); or
- (c) issue or distribute to the holders of all or substantially all of the then outstanding Uniphase Common Shares:
 - (i) shares or securities of Uniphase of any class other than Uniphase Common Shares (other than shares convertible into or exchangeable for or carrying rights to acquire Uniphase Common Shares);
 - (ii) rights, options or warrants other than those referred to in section 11.1(b) above;
 - (iii) evidences of indebtedness of Uniphase; or
 - (iv) assets of Uniphase,

unless the economic equivalent on a per share basis of such rights, options, securities, shares, evidences of indebtedness or other assets is issued or distributed simultaneously to holders of the Exchangeable Shares.

11.2. Each holder of an Exchangeable Share acknowledges that the Exchangeable Share Support Agreement further provides, in part, that Uniphase will not without the prior approval of the Corporation and the prior approval of the holders of the Exchangeable Shares given in accordance with section 10.2 of these share provisions:

- (a) subdivide, redivide or change the then outstanding Uniphase Common Shares into a greater number of Uniphase Common Shares;
- (b) reduce, combine, consolidate or change the then outstanding Uniphase Common Shares into a lesser number of Uniphase Common Shares; or
- (c) reclassify or otherwise change the Uniphase Common Shares or effect an amalgamation, merger, reorganization or other transaction affecting the Uniphase Common Shares,

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unless the same or an economically equivalent change shall simultaneously be made to, or in, the rights of the holders of the Exchangeable Shares. The Exchangeable Share Support Agreement further provides, in part, that the aforesaid provisions of the Exchangeable Share Support Agreement shall not be changed without the approval of the holders of the Exchangeable Shares given in accordance with section 10.2 of these share provisions.

ARTICLE 12.

ACTIONS BY THE CORPORATION UNDER EXCHANGEABLE SHARE SUPPORT AGREEMENT

12.1. The Corporation will take all such actions and do all such things as shall be necessary or advisable to perform and comply with and to ensure performance and compliance by Uniphase, Uniphase Nova Scotia and the Corporation with all provisions of the Exchangeable Share Support Agreement applicable to Uniphase, Uniphase Nova Scotia and the Corporation, respectively, in accordance with the terms thereof including, without limitation, taking all such actions and doing all such things as shall be necessary or advisable to enforce to the fullest extent possible for the direct benefit of the Corporation all rights and benefits in favour of the Corporation under or pursuant to such agreement.

12.2. The Corporation shall not propose, agree to or otherwise give effect to any amendment to, or waiver or forgiveness of its rights or obligations under, the Exchangeable Share Support Agreement without the approval of the holders of the Exchangeable Shares given in accordance with section 10.2 of these share provisions other than such amendments, waivers and/or forgiveness as may be necessary or advisable for the purposes of:

- (a) adding to the covenants of the other parties to such agreement for the protection of the Corporation or the holders of the Exchangeable Shares thereunder;
- (b) making such provisions or modifications not inconsistent with such agreement as may be necessary or desirable with respect to matters or questions arising thereunder which, in the good faith opinion of the Board of Directors, it may be expedient to make, provided that the Board of Directors shall be of the good faith opinion, after consultation with counsel, that such provisions and modifications will not be prejudicial to the interests of the holders of the Exchangeable Shares; or
- (c) making such changes in or corrections to such agreement which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained therein, provided that the Board of Directors shall be of the good faith opinion, after consultation with counsel, that such changes or corrections will not be prejudicial to the interests of the holders of the Exchangeable Shares.

ARTICLE 13.

LEGEND; CALL RIGHTS

13.1. The certificates evidencing the Exchangeable Shares shall contain or have affixed thereto a legend in form and on terms approved by the Board of Directors, with respect to the Exchangeable Share Support Agreement, the provisions of the Plan of Arrangement relating to the Liquidation Call Right and the Redemption Call Right, and the Voting and Exchange Trust Agreement (including the provisions with respect to the voting rights, exchange right and automatic exchange thereunder).

13.2. Each holder of an Exchangeable Share, whether of record or beneficial, by virtue of becoming and being such a holder shall be deemed to acknowledge each of the Liquidation Call Right, the Retraction Call Right and the Redemption Call Right, in each case, in favour of Uniphase Nova Scotia, and the overriding nature thereof in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares, as the case may be, and to be bound thereby in favour of Uniphase Nova Scotia as therein provided.

ARTICLE 14.

NOTICES

14.1. Any notice, request or other communication to be given to the Corporation by a holder of Exchangeable Shares shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by telecopy or by delivery to the registered office of the Corporation and addressed to the attention of the President. Any such notice, request or other communication, if given by mail, telecopy or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Corporation.

14.2. Any presentation and surrender by a holder of Exchangeable Shares to the Corporation or the Transfer Agent of certificates representing Exchangeable Shares in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares shall be made by ordinary mail (postage prepaid) or by delivery to the registered office of the Corporation or to such office of the Transfer Agent as may be specified by the Corporation, in each case, addressed to the attention of the President of the Corporation. Any such presentation and surrender of certificates shall only be deemed to have been made and to be effective upon actual receipt thereof by the Corporation or the Transfer Agent, as the case may be. Any such presentation and surrender of certificates made by ordinary mail shall be at the sole risk of the holder mailing the same.

14.3. Any notice, request or other communication to be given to a holder of Exchangeable Shares by or on behalf of the Corporation shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by delivery to the address of the holder recorded in the securities register of the Corporation or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request or other communication, if given by mail, shall be deemed to have been given and received on the third Business Day following the date of mailing and, if given by delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares shall not invalidate or otherwise alter or affect any action or proceeding to be taken by the Corporation pursuant thereto.

14.4. If the Corporation determines that mail service is or is threatened to be interrupted at the time when the Corporation is required or elects to give any notice to the holders of Exchangeable Shares hereunder, the Corporation shall, notwithstanding the provisions hereof, give such notice by means of publication in *The Globe and Mail*, national edition, or any other English language daily newspaper or newspapers of general circulation in Canada and in a French language daily newspaper of general circulation in the Province of Quebec, once in each of two successive weeks, and notice so published shall be deemed to have been given on the latest date on which the first publication has taken place.

If, by reason of any actual or threatened interruption of mail service due to strike, lock-out or otherwise, any notice to be given to the Corporation would be unlikely to reach its destination in a timely manner, such notice shall be valid and effective only if delivered personally to the Corporation in accordance with section 14.1 or 14.2, as the case may be.

SCHEDULE A TO APPENDIX 4

NOTICE OF RETRACTION

To: 3506967 Canada Inc. (the "Corporation") and 3025244 Nova Scotia Company ("Uniphase Nova Scotia").

This notice is given pursuant to Article 6 of the provisions (the "Share Provisions") attaching to the Exchangeable Shares of the Corporation represented by this certificate and all capitalized words and expressions used in this notice that are defined in the Share Provisions have the meanings ascribed to such words and expressions in such Share Provisions.

The undersigned hereby notifies the Corporation that, subject to the Retraction Call Right referred to below, the undersigned desires to have the Corporation redeem in accordance with Article 6 of the Share Provisions:

all share(s) represented by this certificate; or

_____ share(s) only.

The undersigned hereby notifies the Corporation that the Retraction Date shall be _____.

NOTE: The Retraction Date must be a Business Day and must not be less than 10 Business Days nor more than 15 Business Days after the date upon which this notice is received by the Corporation. If no such Business Day is specified above, the Retraction Date shall be deemed to be the 15th Business Day after the date on which this notice is received by the Corporation.

The undersigned acknowledges the overriding Retraction Call Right of Uniphase Nova Scotia to purchase all but not less than all the Retracted Shares from the undersigned and that this notice is and shall be deemed to be a revocable offer by the undersigned to sell the Retractable Shares to Uniphase Nova Scotia in accordance with the Retraction Call Right on the Retraction Date for the Purchase Price and on the other terms and conditions set out in section 6.3 of the Share Provisions. This notice of retraction, and this offer to sell the Retracted Shares to Uniphase Nova Scotia, may be revoked and withdrawn by the undersigned only by notice in writing given to the Corporation at any time before the close of business on the Business Day immediately preceding the Retraction Date.

The undersigned acknowledges that if, as a result of solvency provisions of applicable law, the Corporation is unable to redeem all Retracted Shares, and provided that Uniphase Nova Scotia shall not have exercised the Retraction Call Right with respect to the Retracted Shares, the undersigned will be deemed to have exercised the Exchange Right (as defined in the Voting and Exchange Trust Agreement) so as to require Uniphase to purchase the unredeemed Retracted Shares.

The undersigned hereby represents and warrants to Uniphase Nova Scotia and the Corporation that the undersigned:

is

(select one)

is not

a non-resident of Canada for purposes of the *Income Tax Act* (Canada). The undersigned acknowledges that in the absence of an indication that the undersigned is not a non-resident of Canada, withholding on account of

Canadian tax may be made from amounts payable to the undersigned on the redemption or purchase of the Retracted Shares.

The undersigned hereby represents and warrants to Uniphase Nova Scotia and the Corporation that the undersigned has good title to, and owns, the share(s) represented by this certificate to be acquired by Uniphase Nova Scotia or the Corporation, as the case may be, free and clear of all liens, claims and encumbrances.

(Date) (Signature of Shareholder) (Guarantee of Signature)

Please check box if the securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares are to be held for pick-up by the shareholder from the Transfer Agent, failing which the securities and any cheque(s) will be mailed to the last address of the shareholder as it appears on the register.

NOTE: This panel must be completed and this certificate, together with such additional documents as the Transfer Agent may require, must be deposited with the Transfer Agent. The securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares will be issued and registered in, and made payable to, respectively, the name of the shareholder as it appears on the register of the Corporation and the securities and any cheque(s) resulting from such retraction or purchase will be delivered to such shareholder as indicated above, unless the form appearing immediately below is duly completed.

Date: _____

Name of Person in Whose Name Securities or Cheque(s)
Are to be Registered, Issued or Delivered (please print): _____

Street Address or P.O. Box: _____

Signature of Shareholder: _____

City, Province and Postal Code: _____

Signature Guaranteed by: _____

NOTE: If this notice of retraction is for less than all of the shares represented by this certificate, a certificate representing the remaining share(s) of the Corporation represented by this certificate will be issued and registered in the name of the shareholder as it appears on the register of the Corporation, unless the Share Transfer Power on the share certificate is duly completed in respect of such share(s).