Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "SUPERIOR PLUS US HOLDINGS INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF JULY, A.D. 2020, AT 2:36 O`CLOCK P.M.

Jeffrey W. Bullock, Secretary of State

SECRETARY'S OFFICE 1793 DELAWARE 1855

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SR# 20206194998

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State of Delaware
Secretary of State
Division of Corporations
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STATE OF DELAWARE

CERTIFICATE OF AMENDMENT

OF CERTIFICATE OF INCORPORATION

(Pursuant to Section 242 of the General Corporation Law of the State of Delaware)

Superior Plus US Holdings Inc. (hereinafter called the "**Corporation**"), organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "**DGCL**"), does hereby certify as follows:

FIRST: That on June 7, 2020 and July 9, 2020, the Board of Directors of the Corporation duly adopted and declared advisable resolutions by unanimous written consent pursuant to Section 141(f) of the DGCL, setting forth a proposed amendment of the Certificate of Incorporation of the Corporation (the "**Amendment**"), such resolutions in respect of which are set forth below;

SECOND: That on June 7, 2020 and July 9, 2020, the sole stockholder of the Corporation, Superior International Inc., acting pursuant to Section 228 of the DGCL, provided its consent to the adoption of the Amendment; and

THIRD: That the Amendment was duly adopted in accordance with the provisions of Section 242 of the DGCL.

The resolutions setting forth the Amendment are as follows:

RESOLVED: That upon the filing and effectiveness (the "**Effective Time**") pursuant to the DGCL of the Amendment, each share of common stock of the Corporation, each with a par value of $0.01 per share, issued and outstanding immediately prior to the Effective Time (the "**Existing Common Stock**") shall, automatically and without any action on the part of the respective holders thereof, be converted into one hundred (100) shares of common stock of the Corporation (the "**Stock Split**"), each with a par value of $0.0001 per share (the "**New Common Stock**"). Fractional shares of New Common Stock may be issued in connection with the Stock Split. Each certificate (if any) that immediately prior to the Effective Time represented shares of Existing Common Stock ("**Old Certificates**"), shall thereafter represent that number of shares of New Common Stock into which the shares of Existing Common Stock represented by the Old Certificate shall have been converted.

RESOLVED: Section 4 of the Corporation's Certificate of Incorporation is hereby amended to read in its entirety as set forth below:

> The total number of shares of all classes of stock which the Corporation shall have authority to issue is 1,760,000 consisting of (i) 1,500,000 shares of common stock, with the par value of $0.0001 per share ("**Common Stock**") and (ii) 260,000 shares of Preferred Stock, with the par value of $0.0001 per share ("**Preferred Stock**").

RESOLVED: The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings).

B. PREFERRED STOCK

Of the Preferred Stock authorized and unissued by the Certificate of Incorporation, 260,000 shares shall be designated Series 1 Preferred Stock with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of Section 4 refer to sections and subsections of Part B of this Section 4.

1. Definitions. In this Part B of Section 4, the following terms shall have the following meanings:

1.1. "**Accrued Dividends**" shall mean, with respect to any share of Series 1 Preferred Stock, as of any date, the dividends that have accrued on such share pursuant to Section 2.1 or Section 2.2, less any dividends paid in cash pursuant to Section 2.1, from the Issue Date up to, but not including, such date;

1.2. "**Acquiring Person**" shall have the meaning given to it in the Shareholder Rights Plan;

1.3. "**acting together**" shall mean acting together to influence the outcome of a vote of security holders as such concept is used in the context of the definition of "materially affect control" in Part I of the TSX Company Manual;

1.4. "**Affiliate**" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified; provided, however, that (i) the Parent and its Subsidiaries (including the Corporation) shall not be deemed to be Affiliates of any Holder or any of its Affiliates, (ii) a Holder's Affiliates shall not include any such Holder's Disaggregated Affiliates, and (iii) a Holder's Affiliates shall not include Brookfield Public Securities Group LLC, Oaktree Capital Group LLC, Oaktree Capital Group Holdings, L.P., Atlas OCM Holdings LLC and their respective Subsidiaries. For the purposes of this definition, "control" when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise;

1.5. "**Bankruptcy**" means, with respect to any Person, the occurrence of any of the following events: (i) the filing of an application by such Person for, or a consent to, the appointment of a trustee or custodian of such Person's assets; (ii) the filing by such Person of a voluntary petition in bankruptcy or the seeking of relief under Title 11 of the United States Code, the *Bankruptcy and Insolvency Act* (Canada) or any other similar bankruptcy, insolvency or analogous applicable laws, as now constituted or hereafter amended, or the filing of a pleading in any court of record admitting in writing such Person's inability to pay its debts as they become due; (iii) the making by such Person of a general assignment for the benefit of creditors; (iv) the filing by such Person of an answer admitting the material allegations of, or such Person's consenting to, or defaulting in answering, a bankruptcy petition filed against it in any bankruptcy proceeding or petition seeking relief under Title 11 of the United States Code, the *Bankruptcy and Insolvency Act* (Canada) or any other similar bankruptcy, insolvency or analogous applicable laws, as now constituted or as hereafter amended; or (v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Person a bankrupt or insolvent or for relief in respect of such Person or appointing a trustee or custodian of such Person's assets and the continuance of such order, judgment or decree unstayed and in effect for a period of 60 consecutive calendar days;

1.6. "**Beneficial Ownership Cap**" shall have the meaning set forth in Section 9;

1.7. "**Board of Directors**" shall mean the board of directors of the Corporation or, with respect to any action to be taken by the Board of Directors, any committee of the Board of Directors duly authorized to take such action;

1.8. "**Business Day**" means any day, other than: (a) a Saturday, Sunday or statutory holiday in the Provinces of Ontario or Alberta or the State of New York; or (b) a day on which banks are generally closed in the Provinces of Ontario or Alberta or the State of New York;

1.9. "**Capital Reorganization**" shall have the meaning set forth in Section 5.5(e);

1.10. "**Cash Dividends**" shall have the meaning set forth in Section 2.1;

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

1.12. "**Certificate of Incorporation**" shall mean the Certificate of Incorporation of the Corporation, as it may be amended or restated from time to time;

1.13. "**Change of Control**" shall mean the occurrence of any of the following:

(a) (i) the direct or indirect sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent and its Subsidiaries, taken as a whole, to any Person (other than to the Parent or to any wholly-owned Subsidiary of the Parent), or (ii) a plan or scheme of arrangement, merger, amalgamation, consolidation, share sale or other transaction or series of related transactions, in which all of the Parent Common Shares are exchanged for, converted into, acquired for, or constitute solely the right to receive, other securities, cash or other property, in each case of (i) or (ii), that would result in the Persons who beneficially own, directly or indirectly, the Parent Common Shares (or other voting shares of the Parent, on an as-exchanged basis) as of immediately prior to such transaction ceasing to beneficially own, directly or indirectly, a majority of the outstanding Parent Common Shares (or other voting shares of the Parent or outstanding common equity securities of the surviving entity, in each case, on an as-exchanged basis) immediately following the completion of such transaction;

(b) the consummation of any transaction or series of related transactions (including, without limitation, pursuant to a merger, amalgamation or consolidation), the result of which is that any Person, including any Persons acting jointly or in concert with such Person, becomes the beneficial owner, directly or indirectly, of shares of the Parent's common equity representing more than 50% of the voting power of all of the Parent's then-outstanding common equity, on an as-exchanged basis (this clause (b), together with clause (a) of this definition, a "**Change of Control Call Event**");

(c) the Corporation ceases to be a direct or indirect Subsidiary of the Parent, other than in connection with any event in clause (a) or (b) above; or

(d) the Parent voluntarily causes the Common Shares to cease to be listed or quoted on a Stock Exchange, other than in connection with any event in clause (a) or (b) above.

1.14. "**Change of Control Redemption Call Right**" shall have the meaning set forth in Section 7.4;

1.15. "**Change of Control Redemption Date**" shall have the meaning set forth in Section 7.1;

1.16. "**Change of Control Redemption Notice**" shall have the meaning set forth in Section 7.3;

1.17. "**Change of Control Redemption Premium**" shall mean, as to each share of Series 1 Preferred Stock on a Change of Control Redemption Date, an amount equal to (i) 1.4 times the Liquidation Preference less (ii) the Liquidation Preference less (iii) the aggregate Cash Dividends and any cash dividends pursuant to Section 2.4 paid in respect of such share of Series 1 Preferred Stock from the Issue Date up to and including the Change of Control Redemption Date, which shall include the amount of Accrued Dividends as at the Change of Control Redemption Date to be paid as part of the Change of Control Redemption Price in accordance with Section 7.2; and, for certainty, if the foregoing results in zero or a negative amount, the Change of Control Redemption Premium shall be zero dollars ($0.00);

1.18. "**Change of Control Redemption Price**" shall have the meaning set forth in Section 7.2;

1.19. "**close of business**" shall mean 5:00 p.m. (Toronto time);

1.20. "**Closing Sale Price**" of the Parent Common Shares shall mean, as of any date, the closing sale price per share (or if no closing sale price is reported, the average of the closing bid and ask prices or, if more than one in either case, the average of the average closing bid and the average closing ask prices) on such date as reported on the Stock Exchange or, if the Parent Common Shares are not traded on a Stock Exchange, then in the over-the-counter market as reported by OTC Markets Group Inc. or a similar organization. In the absence of such a quotation, the Closing Sale Price shall be an amount determined to be the fair market value of a Parent Common Share by an Independent Financial Advisor retained by the Corporation for such purpose, acting reasonably. If the Parent Common Shares are traded on more than one Stock Exchange, the volume and price information used to determine the Closing Sale Price shall be the volume and price information in respect of the Stock Exchange on which the aggregate trading volume was the highest as of such date (converted to Canadian dollars);

1.21. "**Common Stock**" shall mean the common stock, with the par value of USD$0.01 per share of the Corporation or any other capital stock of the Corporation into which such Common Stock shall be reclassified or changed;

1.22. "**Corporation**" shall mean Superior Plus US Holdings Inc., a Delaware corporation;

1.23. "**Disaggregated Affiliate**" means, in respect of any Person, an Affiliate of such Person which may be disaggregated in accordance with the principles in National Instrument 62-103 *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*;

1.24. "**Dividend Payment Date**" shall mean the date that is fifteen (15) days after the end of each applicable Payment Period of the Corporation, unless the Board of Directors designates an earlier date;

1.25. "**Dividend Rate**" shall mean:

(a) the rate of 7.25% per annum for the period from the Issue Date through to, but excluding, July 1, 2027 (the "**First Dividend Change Date**"),

(b) the rate of 8.00% per annum for the period from, and including, the First Dividend Change Date through to, but excluding, July 1, 2028 (the "**Second Dividend Change Date**"),

(c) the rate of 8.75% per annum for the period from, and including, the Second Dividend Change Date through to, but excluding, July 1, 2029 (the "**Third Dividend Change Date**"),

(d) the rate of 9.50% per annum for the period from, and including, the Third Dividend Change Date through to, but excluding, July 1, 2030 (the "**Fourth Dividend Change Date**"), and

(e) the rate of 10.25% per annum from and after the Fourth Dividend Change Date;

provided, however, in the event that the Corporation does not pay a Cash Dividend for any Payment Period commencing on or after the First Dividend Change Date (such Payment Period, the "**Initial PIK Payment Period**"), the rate for the Initial PIK Payment Period and any subsequent Payment Period in which the Corporation does not pay a Cash Dividend shall be the rate then in effect (as set out in clauses (a) through (e) above) plus 1.00% (the "**PIK Premium**"); provided, further, that the PIK Premium applicable to subsequent Payment Periods in which the Corporation does not pay a Cash Dividend shall increase by 1.00% on a cumulative basis on each anniversary of the date upon which the Initial PIK Payment Period commenced; provided, further, that in no event shall the Dividend Rate exceed 14.25%. For the avoidance of doubt, the PIK Premium is not applicable to any Payment Period in respect of which a Cash Dividend is paid by the Corporation;

1.26. "**Dividend Record Date**" shall mean, with respect to any Payment Period and applicable Dividend Payment Date, the record date (which shall be a Business Day) fixed by the Board of Directors for holders eligible to receive any dividend declared for such Payment Period, which shall not be more than thirty (30) days nor less than fifteen (15) days preceding the applicable Dividend Payment Date;

1.27. "**DRIP**" shall mean the Parent's Dividend Reinvestment and Optional Share Purchase Plan or any similar dividend reinvestment plan approved by the board of directors of Parent;

1.28. "**DRIP Participation Percentage**" shall mean that fraction expressed as a percentage, (a) the numerator of which shall be the aggregate number of Parent Common Shares issued by Parent in any Payment Period pursuant to the DRIP, and (b) the denominator of which shall be the aggregate number of Parent Common Shares issuable by Parent in such Payment Period pursuant to the DRIP, assuming for purposes of this clause (b) participation in the DRIP by all holders of Parent Common Shares eligible to participate in the DRIP;

1.29. "**Exchange Agreement**" shall mean the Exchange and Support Agreement, dated on or about July 13, 2020, by and among the Parent, the Corporation and the Holders, as amended, supplemented, restated, exchanged or replaced from time to time;

1.30. "**Exchange Cap**" shall have the meaning set forth in Section 5.10;

1.31. "**Exchange Date**" shall mean the Optional Exchange Date or the Forced Exchange Date, as applicable;

1.32. "**Exchange Price**" shall mean $8.66584702507, as may be adjusted from time to time in the manner set forth herein;

1.33. "**Exchange Rate**" shall have the meaning set forth in Section 5.1;

1.34. "**Exchanging Holder**" shall mean (a) a Holder that has provided an Optional Exchange Notice and (b) where the Corporation has provided a Forced Exchange Notice, each Holder of Series 1 Preferred Stock;

1.35. "**Ex-Date**" means the first date on which the Parent Common Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Parent or, if applicable from the seller of Parent Common Shares on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market;

1.36. "**Forced Exchange Date**" shall have the meaning set forth in Section 5.2;

1.37. "**Forced Exchange Notice**" shall have the meaning set forth in Section 5.2;

1.38. "**Forced Exchange Notice Date**" shall have the meaning set forth in Section 5.2;

1.39. "**FX Rate**" means the foreign exchange rate between the U.S. dollar and the Canadian dollar published by Thomson Reuters (or any successor) as the Thomson Reuters Intraday Spot Rate (or any successor rate) at approximately 12:00 p.m. Eastern Time on the Business Day immediately preceding the applicable date of redemption, payment or other determination, as applicable; provided, however, that:

(a) if such rate ceases to be published, then the "FX Rate" shall be deemed to be the foreign exchange rate between the U.S. dollar and the Canadian dollar published by the Bank of Canada each day at approximately 4:30 p.m. Eastern Time;

(b) should Thomson Reuters (or any successor) or the Bank of Canada, as applicable, publish the exchange rate only once per day, the exchange rate published at such time will be used; and

(c) if all of the foregoing exchange rates cease to be published, then the exchange rate will be such replacement exchange rate as may be selected by the board of directors of the Corporation in good faith;

1.40. "**Guarantee Agreement**" shall mean the subordinated guarantee agreement, dated on or about July 13, 2020, by and among the Parent and the Holders, as amended, supplemented, restated, exchanged or replaced from time to time;

1.41. "**Holder**" and, unless the context requires otherwise, "**holder**" shall each mean a holder of record of a share of Series 1 Preferred Stock;

1.42. "**Independent Financial Advisor**" shall mean an accounting, appraisal, investment banking firm or consultant of nationally recognized standing; provided, however, that such a firm or consultant shall not be an Affiliate of the Corporation and shall be reasonably acceptable to the Holders of at least a majority of the shares of Series 1 Preferred Stock outstanding at the time of engagement by the Corporation;

1.43. "**Investor Rights Agreement**" shall mean the Investor Rights Agreement, dated on or about July 13, 2020, by and among SPC PIPE L.P., the Parent and the Corporation, as amended, supplemented, restated, exchanged or replaced from time to time;

1.44. "**Issue Date**" shall mean the original date of issuance of the Series 1 Preferred Stock;

1.45. "**Junior Stock**" shall mean the Common Stock and each other class of the Corporation's capital stock or series of preferred stock established after the Issue Date, by the Board of Directors, the terms of which do not expressly provide that such class or series ranks senior to or on a parity with the Series 1 Preferred Stock as to dividend rights or rights upon the liquidation, winding-up or dissolution of the Corporation;

1.46. "**Liquidation Preference**" shall mean, with respect to each share of Series 1 Preferred Stock, $1,000;

1.47. "**Liquidation Premium**" shall mean, as to each share of Series 1 Preferred Stock on the date a distribution is made to Holders in accordance with Section 4.2 (the "**Distribution Date**"), an amount equal to (i) 1.4 times the Liquidation Preference less (ii) the Liquidation Preference less (iii) the aggregate Cash Dividends and any cash dividends pursuant to Section 2.4 paid in respect of such share of Series 1 Preferred Stock from the Issue Date up to and including the Distribution Date, which shall include the amount of Accrued Dividends as at the Distribution Date to be paid as part of the distribution on such share in accordance with Section 4.2; and, for certainty, if the foregoing results in zero or a negative amount, or if no Voluntary Bankruptcy Event has occurred, the Liquidation Premium shall be zero dollars ($0.00);

1.48. "**Market Value**" shall mean the VWAP during a ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately prior to the date of determination;

1.49. "**NI 45-106**" shall mean National Instrument 45-106 – *Prospectus Exemptions* implemented by the members of the Canadian Securities Administrators;

1.50. "**NI 62-104**" shall mean National Instrument 62-104 *Take-Over Bids and Issuer Bids* implemented by the members of the Canadian Securities Administrators;

1.51. "**Officer**" shall mean any officer of the Corporation;

1.52. "**opening of business**" shall mean 9:00 a.m. (Toronto time);

1.53. "**Optional Exchange Date**" shall have the meaning set forth in Section 5.1;

1.54. "**Optional Exchange Notice**" shall have the meaning set forth in Section 5.1;

1.55. "**Optional Exchange Notice Date**" shall have the meaning set forth in Section 5.1;

1.56. "**Optional Parent Call Right**" shall mean the right of the Parent, following the receipt by the Corporation of an Optional Exchange Notice from a Holder or the provision by the Corporation of a Forced Exchange Notice to each Holder, to acquire directly from each Exchanging Holder all, but not less than all, of the number of shares of Series 1 Preferred Stock set forth in the Optional Exchange Notice or Forced Exchange Notice, as applicable, in accordance with the terms of the Exchange Agreement;

1.57. "**Optional Parent Put Exchange Date**" shall mean the date shares of Series 1 Preferred Stock are exchanged for Parent Common Shares pursuant to an Optional Parent Put Right;

1.58. "**Optional Parent Put Right**" shall mean the right of a Holder to exchange shares of Preferred Stock for Parent Common Shares directly with the Parent pursuant to the Exchange Agreement;

1.59. "**Optional Redemption Date**" shall have the meaning set forth in Section 6.1;

1.60. "**Optional Redemption Notice**" shall have the meaning set forth in Section 6.3;

1.61. "**Optional Redemption Price**" shall have the meaning set forth in Section 6.2;

1.62. "**Ordinary Course Dividend Amount**" shall mean a dividend of CAD$0.06 per Parent Common Share per month (and for certainty, shall mean a dividend of CAD$0.18 per Parent Common Share per fiscal quarter, if such dividend is paid quarterly), as such amount may be adjusted to account for any subsequent share split, share consolidation or similar transaction in respect of the Parent Common Shares;

1.63. "**Parent**" shall mean Superior Plus Corp., a corporation incorporated under the CBCA;

1.64. "**Parent Common Shares**" shall mean the common shares in the share capital of the Parent;

1.65. "**Parent Voting Percentage**" shall mean, as of any applicable date, that fraction expressed as a percentage, (a) the numerator of which shall be the total number of Beneficiary Votes (as defined in the Voting Trust Agreement), and (b) the denominator of which shall be the total number of Voting Shares (as defined in the Voting Trust Agreement) outstanding; provided that, solely for the purposes of

Section 3.2 hereof, in no event shall the Parent Voting Percentage exceed 19.9% regardless of whether any similar restriction in the Voting Trust Agreement no longer applies as a result of obtaining the Requisite Shareholder Approval;

1.66. "**Parity Stock**" shall mean any class of capital stock or series of preferred stock of the Corporation established after the Issue Date by the Board of Directors, the terms of which expressly provide that such class or series will rank on a parity with the Series 1 Preferred Stock as to dividend rights or rights upon the liquidation, winding-up or dissolution of the Corporation;

1.67. "**Paying Agent**" shall mean the Transfer Agent, acting in its capacity as paying agent for the Series 1 Preferred Stock, and its successors and assigns, or any other Person appointed to serve as paying agent by the Corporation;

1.68. "**Payment Period**" shall mean (a) the period commencing on the Issue Date and ending on the last day of the calendar month in which the Issue Date occurs, and (b) each calendar month thereafter; provided that in the event Parent is declaring and paying dividends on the Parent Common Shares in cash on a quarterly basis (or on the basis of any longer period) or is not declaring and paying dividends on the Parent Common Shares, then following written notice thereof by the Corporation to the Investors, the Payment Period shall mean a fiscal quarter (with the Payment Period reverting to a calendar month in the event Parent is declaring and paying dividends on the Parent Common Shares in cash on a monthly basis);

1.69. "**Person**" shall include any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, trust, limited liability company, unincorporated organization or government or any agency or political subdivision thereof;

1.70. "**Redeeming Party**" shall have the meaning set forth in Section 7.1;

1.71. "**Redemption Date**" shall mean an Optional Redemption Date or a Change of Control Redemption Date, as applicable;

1.72. "**Reference Property**" shall have the meaning set forth in Section 5.5(e);

1.73. "**Requisite Shareholder Approval**" shall have the meaning set forth in Section 5.10;

1.74. "**Securities Representations**" shall mean, for a prospective exchange of Preferred Stock for Parent Common Shares by a Holder, a written representation by such Holder in favor of the Corporation and the Parent (and enforceable by the Corporation or the Parent against such Holder) that such Holder: (i) is resident in Canada at the time of the exchange; or (ii) is resident in a jurisdiction outside of Canada, is not exercising the exchange in the United States or by or on behalf of a U.S. Person and will acquire Parent Common Shares pursuant to an exemption from any prospectus or securities registration or similar requirements under the applicable securities laws of such jurisdiction or any other securities laws to which such Holder is otherwise subject and such exchange would not result in any obligation of the Parent or the Issuer to prepare and file a prospectus, an offering memorandum or similar document or any obligation of the Parent or the Issuer to make any filings with or seek any approvals of any kind from any regulatory body in such jurisdiction or any other ongoing reporting requirements with respect to such exchange or otherwise; or (iii) if in the United States or a U.S. Person on whose behalf such exchange is being made, is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act or is otherwise permitted to acquire Parent Common Shares pursuant to an available exemption from registration under the Securities Act and applicable state securities laws at the time of such exchange;

1.75. "**Series 1 Preferred Stock**" shall mean the Series 1 Preferred Stock of the Corporation authorized pursuant to this Section 4 of the Certificate of Incorporation;

1.76. "**Shareholder Rights Plan**" shall mean the amended and restated shareholder rights plan agreement dated as of February 16, 2012 between the Parent and Computershare Trust Corporation of Canada, as rights agent, as amended and restated on March 30, 2012, May 1, 2015 and May 8, 2018, as further amended, restated, succeeded or replaced from time to time;

1.77. "**Securities Act**" shall mean the U.S. Securities Act of 1933, as amended;

1.78. "**Senior Stock**" shall mean each class of capital stock or series of preferred stock of the Corporation established after the Issue Date by the Board of Directors, the terms of which expressly provide that such class or series will rank senior to the Series 1 Preferred Stock as to dividend rights or rights upon the liquidation, winding-up or dissolution of the Corporation;

1.79. "**Stock Exchange**" shall mean the Toronto Stock Exchange or, if the Parent Common Shares are not listed on the Toronto Stock Exchange, such other major securities exchange or market on which the Parent Common Shares are then listed and posted for trading;

1.80. "**Subsidiary**" shall mean, as to any Person, any corporation or other entity of which: (a) such Person or a Subsidiary of such Person is a general partner or, in the case of a limited liability company, the managing member or manager thereof; (b) at least a majority of the outstanding equity interest having by the terms thereof ordinary voting power to elect a majority of the board of directors or similar governing body of such corporation or other entity (irrespective of whether or not at the time any equity interest of any other class or classes of such corporation or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more of its Subsidiaries; or (c) any corporation or other entity as to which such Person consolidates for accounting purposes. For the avoidance of doubt, for purposes of this Certificate of Incorporation, each of the Corporation and its Subsidiaries shall be considered a Subsidiary of the Parent;

1.81. "**Trading Day**" shall mean a day during which trading in securities generally occurs on the Stock Exchange and if the Parent Common Shares are not so traded, "**Trading Day**" shall mean a Business Day;

1.82. "**Transfer Agent**" shall mean, as applicable, Computershare Trust Corporation of Canada, acting as the Parent's duly appointed transfer agent, registrar, exchange agent and dividend disbursing agent for the Parent Common Shares, or the Corporation's duly appointed transfer agent, registrar, exchange agent and dividend disbursing agent for the Series 1 Preferred Stock, if any, or if none, an Officer, and in each case their successors and assigns, or any other person appointed to serve as transfer agent, registrar, exchange agent, conversion agent and dividend disbursing agent by the Parent or the Corporation, as applicable;

1.83. "**Trigger Event**" shall have the meaning set forth in Section 5.5(g);

1.84. "**Voluntary Bankruptcy Event**" shall mean a Bankruptcy of the Parent or any Subsidiary thereof that is voluntarily commenced by the Parent or any such Subsidiary;

1.85. "**Voting Trust Agreement**" shall mean the voting trust agreement, dated on or about July 13, 2020, by and among the trustee named therein, the Parent, the Holders and the Corporation, as amended, supplemented, restated, exchanged or replaced from time to time; and

1.86. "**VWAP**" shall mean the volume weighted average trading price of the Parent Common Shares on the Stock Exchange, calculated by dividing the total value by the total volume of Parent Common Shares traded for the relevant period.

2. Dividends

2.1. Holders shall be entitled to receive, and the Corporation shall pay thereon, if, as and when declared by the Board of Directors, with respect to each share of Series 1 Preferred Stock prior to any distributions made in respect of any Junior Stock in respect of the same Payment Period, out of funds legally available for payment, cash dividends ("**Cash Dividends**") on the sum of (i) the Liquidation Preference plus (ii) any Accrued Dividends, in each case, as of immediately after the last day of the immediately prior fiscal quarter (or if there has been no prior full fiscal quarter, the Issue Date), computed on the basis of a 360-day year consisting of twelve 30-day months, at the applicable Dividend Rate. To the extent the Board of Directors so declares, Cash Dividends shall be payable in arrears on the Dividend Payment Date for each Payment Period to the Holders as they appear on the Corporation's stock register at the close of business on the relevant Dividend Record Date. Dividends on the Series 1 Preferred Stock shall accrue and become Accrued Dividends on a day-to-day basis from the last day of the most recent fiscal quarter, or if there has been no prior full fiscal quarter, from the Issue Date, until

Cash Dividends are declared and paid pursuant to this Section 2.1 in respect of such accrued amounts. For the avoidance of doubt and notwithstanding anything to the contrary set forth herein, in the event that the Payment Periods within any fiscal quarter are a calendar month, the Cash Dividends payable with respect to each share of Series 1 Preferred Stock shall be an equal amount for each such Payment Period.

2.2. If the Board of Directors does not declare and pay a Cash Dividend in accordance with Section 2.1 for any Payment Period, the amount of such Cash Dividend shall automatically without any action of the Board of Directors continue to accrue as Accrued Dividends in lieu of paying the applicable Cash Dividend; provided, that the Board of Directors must provide written notice to the Holders on or prior to the last day of the applicable Payment Period (and in no event later than five (5) Business Days prior to the applicable Dividend Payment Date) of its intention to not pay Cash Dividends for such Payment Period. For the avoidance of doubt, without the consent of Holders representing at least a majority of the then-issued and outstanding Series 1 Preferred Stock, the Corporation shall not make a cash payment to Holders in respect of any such Cash Dividends following the applicable Dividend Payment Date thereof pursuant to Section 2.1 (except for any dividends payable on Accrued Dividends for subsequent Payment Periods in accordance with the terms of Section 2.1) or this Section 2.2 and the value associated with such Accrued Dividends shall be delivered to Holders through payment or exchange in accordance with Section 4, Section 5, Section 6 and Section 7.

2.3. Notwithstanding anything herein to the contrary, no dividend shall be paid in respect of any Junior Stock (other than in respect of dividends paid to Affiliates of the Corporation), the Parent Common Shares or any other class of shares in the capital of the Parent that ranks on a parity with or junior to the Parent Common Shares as to dividend rights or rights upon the liquidation, winding-up or dissolution of the Parent for any Payment Period in which Cash Dividends have not been declared and paid in full in respect of such Payment Period.

2.4. In the event that the Parent declares a dividend on the Parent Common Shares to be paid in cash or other property (other than Parent Common Shares), other than a cash dividend no greater than the Ordinary Course Dividend Amount, the Holders shall be entitled to receive, and the Corporation shall pay thereon, if, as and when declared by the Board of Directors with respect to each share of Series 1 Preferred Stock, an amount equal to the product of (a) the amount or value of the dividend, as applicable, paid on each Parent Common Share less the Ordinary Course Dividend Amount, converted to U.S. dollars at the applicable FX Rate, multiplied by (b) the Exchange Rate then in effect. Such dividends shall be payable to the Holders as they appear on the Corporation's share register at the close of business on the applicable record date for the payment of such Parent Common Share dividends and shall be paid concurrently with the payment to the holders of Parent Common Shares.

3. Voting and Protective Provisions.

3.1. Except as otherwise provided by law or herein, the Holders shall be entitled to notice of and to attend all stockholder meetings of the Corporation which the holders of shares of Common Stock are entitled to attend (a "**Meeting**") and to vote on all matters submitted to a vote of the holders of shares of Common Stock at any such Meeting. The shares of Series 1 Preferred Stock and Common Stock shall vote together as a single class.

3.2. Except as otherwise provided herein, (i) the Series 1 Preferred Shares shall be entitled to an aggregate percentage of the votes at any Meeting equal to the Parent Voting Percentage in effect on the record date for the determination of stockholders entitled to vote at such Meeting, and (ii) each Series 1 Preferred Share shall entitle the Holder to a number of votes equal to its pro rata portion of such Parent Voting Percentage (based on the total number of Series 1 Preferred Shares outstanding on the record date for the determination of stockholders entitled to vote at such Meeting).

3.3. So long as any shares of Series 1 Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by the Delaware General Corporation Law or the Certificate of Incorporation or otherwise set forth herein, the affirmative vote or consent of the Holders representing at least a majority of the outstanding shares of Series 1 Preferred Stock, which may be withheld in their sole discretion, voting together as a separate class, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating the actions set forth below, whether by amendment to the Certificate of Incorporation, by merger, consolidation or otherwise:

(a) any issuance, authorization or creation of, or any increase by the Corporation in the issued or authorized amount of, any (i) specific class or series of Parity Stock or Senior Stock, or (ii) any note, bond, debenture or other debt security that is convertible into or exchangeable for any specific class or series of Parity Stock or Senior Stock;

(b) any increase in the number of issued or authorized amount of Preferred Stock, including issuing additional Series 1 Preferred Stock or any reissuance thereof;

(c) any exchange, reclassification or cancellation of the Series 1 Preferred Stock, other than as provided in the Certificate of Incorporation; or

(d) any amendment, modification or alteration of, or supplement to, the Certificate of Incorporation that would materially and adversely affect the rights, preferences, privileges or voting powers of the Series 1 Preferred Stock or any Holder.

3.4. Prior to the actual delivery of such Parent Common Shares on the applicable Exchange Date, the Parent Common Shares due upon exchange of the Series 1 Preferred Stock shall not be deemed to be delivered and Holders shall have no voting rights with respect to such Parent Common Shares solely by virtue of holding the Series 1 Preferred Stock; provided however that Holders of such Series 1 Preferred Stock shall retain their voting rights as provided for herein and in the Voting Trust Agreement until such time as the Parent Common Shares are delivered on the applicable Exchange Date.

3.5. In exercising the voting rights set forth in Section 3.3, each share of Series 1 Preferred Stock shall be entitled to one vote.

3.6. The rules and procedures for calling and conducting any meeting of the Holders (including the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other procedural aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Certificate of Incorporation, the bylaws of the Corporation and applicable law.

4. Liquidation Rights.

4.1. In the event of any liquidation, winding-up or dissolution of the Corporation, whether voluntary or involuntary, Holders of shares of Series 1 Preferred Stock as such shall have no right or claim to any of the assets of the Corporation available for distribution to its stockholders, unless there is a substantially concurrent liquidation, winding-up or dissolution of the Parent, in which case Section 4.2 shall apply. Upon any such liquidation, winding-up or dissolution of the Corporation where Section 4.2 does not apply, a Mandatory Preferred Share Exchange (as defined in the Exchange Agreement) shall occur in accordance with the terms of the Exchange Agreement.

4.2. In the event of any liquidation, winding-up or dissolution of the Parent, whether voluntary or involuntary, and whether or not there is a concurrent liquidation, winding-up or dissolution of the Corporation, each Holder shall be entitled to receive, in respect of such shares of Series 1 Preferred Stock, and to be paid out of the assets of the Corporation available for distribution to its stockholders, in preference to the holders of, and before any payment or distribution is made on, any Junior Stock, an amount equal to the greater of (a) the sum of the Liquidation Preference plus the Accrued Dividends plus, if a Voluntary Bankruptcy Event has preceded such event, the Liquidation Premium and (b) the amount such Holder would have received had such Holder, immediately prior to such liquidation, winding-up or dissolution of the Parent, exchanged such Series 1 Preferred Stock for Parent Common Shares in accordance with Section 5.1 (without regard to the Exchange Cap).

4.3. Neither the sale, conveyance, exchange or transfer (for cash, shares of stock, securities or other consideration) of all or substantially all the assets or business of the Corporation or the Parent (other than in connection with the liquidation, winding-up or dissolution of its business), nor the merger or consolidation of the Corporation or the Parent into or with any other Person shall be deemed to be a liquidation, winding-up or dissolution, voluntary or involuntary, for the purposes of this Section 4.

4.4. After the payment in full to the Holders of the amounts provided for in Section 4.2, the Holders of shares of Series 1 Preferred Stock as such shall have no right or claim to any of the remaining assets of the Corporation in respect of their ownership of such shares of Series 1 Preferred Stock. After the payment in full to the Holders of the amounts provided for in Section 4.2, the Series 1 Preferred Stock shall be deemed to be redeemed for such amounts and automatically canceled, all dividends on the Series 1 Preferred Stock shall cease to accrue and all other rights with respect to the Series 1 Preferred Stock, including the rights, if any, to receive notices, will terminate.

4.5. In the event the assets of the Corporation available for distribution to the Holders upon any liquidation, winding-up or dissolution of the Corporation, whether voluntary or involuntary, shall be insufficient to pay in full all amounts to which such Holders are entitled pursuant to Section 4.2, no such distribution shall be made on account of any shares of Parity Stock upon such liquidation, dissolution or winding-up unless proportionate distributable amounts shall be paid on account of the shares of Series 1 Preferred Stock, equally and ratably, in proportion to the full distributable amounts for which Holders of all Series 1 Preferred Stock and of any shares of Parity Stock are entitled upon such liquidation, winding-up or dissolution and, for the avoidance of doubt, no such distribution shall be made on account of any shares of Junior Stock. For the avoidance of doubt, no provision of this Section 4 shall prejudice or otherwise adversely affect the rights of Holders under the Exchange Agreement or the Guarantee Agreement, including to collect from the Parent under the Guarantee Agreement all amounts to which such Holders are entitled pursuant to Section 4.2.

5. Exchange.

5.1. The Holders shall have the right, subject to the Exchange Cap (unless the Requisite Shareholder Approval has been obtained), to exchange their shares of Series 1 Preferred Stock, in whole or in part, for that number of whole Parent Common Shares for each share of Series 1 Preferred Stock equal to the quotient of (i) the sum of (A) the Liquidation Preference then in effect plus (B) Accrued Dividends, divided by (ii) the Exchange Price then in effect (such quotient, the "**Exchange Rate**"), with such adjustment or cash payment for fractional shares as the Corporation may elect pursuant to Section 8. To exchange shares of Series 1 Preferred Stock for Parent Common Shares pursuant to this Section 5.1, such Holder shall give written notice (the "**Optional Exchange Notice**") to the Corporation, which Optional Exchange Notice may be conditioned on the completion of a Change of Control or other corporate transaction as such Holders may specify, signed by such Holder or its duly authorized attorney or agent, stating that such Holder elects to so exchange shares of Series 1 Preferred Stock and shall state therein: (A) the number of shares of Series 1 Preferred Stock to be exchanged, (B) if prior to Parent obtaining the Requisite Shareholder Approval, a representation by such Holder in favor of the Corporation and the Parent (and enforceable by the Corporation or the Parent against such Holder) that the exchange of such number of shares will not cause such Holder to exceed the Exchange Cap; provided that should a Holder require the Parent to provide the current number of issued and outstanding Parent Common Shares in order for such Holder to accurately provide such representation, the Corporation shall cause the Parent to promptly provide the Holder with the current number of issued and outstanding Parent Common Shares, (C) the name or names in which such Holder wishes the Parent Common Shares to be delivered, (D) the Holder's computation of the number of Parent Common Shares to be received by such Holder, (E) the Exchange Date (the "**Optional Exchange Date**"), being a Business Day not less than three (3) nor more than five (5) Business Days after the date upon which the Optional Exchange Notice is received by the Corporation (the "**Optional Exchange Notice Date**"), (F) the Exchange Price on the Optional Exchange Date, and (G) the Securities Representations; and deliver with such notice the certificates and other documents, if any, required pursuant to Section 5.3. If no Optional Exchange Date is specified in the Optional Exchange Notice, the Optional Exchange Date shall be deemed to be the fifth Business Day after the Optional Exchange Notice Date. If a Holder delivers the Optional Exchange Notice and accompanying certificates and other documents in accordance with this Section 5.1, the Corporation shall deliver or cause to be delivered the Parent Common Shares as soon as reasonably practicable, but not later than five (5) Business Days after the Optional Exchange Date. Notwithstanding the foregoing, an Optional Exchange Date may not be the same date as a Redemption Date. Where the Optional Exchange Date would otherwise be the same date as a Redemption Date, the Optional Exchange Date shall be deemed to be the Business Day immediately preceding such Redemption Date.

5.2. On or after the third anniversary of the Issue Date, the Corporation shall have the right to cause all but not less than all of the outstanding shares of Series 1 Preferred Stock, to be exchanged for that number of whole Parent Common Shares for each share of Series 1 Preferred Stock equal to the Exchange Rate then in effect, subject to the Exchange Cap (unless the Requisite Shareholder Approval has been obtained) and with such adjustment or cash payment for fractional shares as the Corporation may elect pursuant to Section 8; provided, however that in order for the Corporation to exercise such right: (i) the VWAP per Parent Common Share during a 30 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Forced Exchange Notice Date, converted to U.S. dollars at the applicable FX Rate, shall be greater than 145% of the Exchange Price then in effect; and (ii) on the Forced Exchange Date, the Parent Common Shares are listed and posted for trading on a Stock Exchange and no order ceasing or suspending trading in the Parent Common Shares or prohibiting the sale or issuance of the Parent Common Shares has been issued and no (formal or informal) proceedings for such purpose are pending or, to the knowledge of the Corporation or the Parent, have been threatened. To exchange shares of Series 1 Preferred Stock for Parent Common Shares pursuant to this Section 5.2, the Corporation shall give not less than thirty (30) days' written notice (the "**Forced Exchange Notice**" and the date of such notice, the "**Forced Exchange Notice Date**") to each Holder stating that the Corporation elects to force the exchange of such shares of Series 1 Preferred Stock pursuant to this Section 5.2 and shall state therein (A) the Exchange Date (the "**Forced Exchange Date**"), (B) the number of such Holder's shares of Series 1 Preferred Stock to be exchanged, if known, (C) the Exchange Price on the Forced Exchange Date, (D) the Corporation's computation of the number of Parent Common Shares to be received by the Holder, and (E) the surrender locations specified in Section 5.3. Following receipt of a Forced Exchange Notice, each Holder shall deliver to the Corporation a representation by such Holder in favor of the Corporation and the Parent (and enforceable by the Corporation or the Parent against such Holder) as to the number of Parent Common Shares beneficially owned or over which control is exercised by such Holder, together with its Affiliates and other Persons acting together with such Holder, for the purpose of the Exchange Cap, within three Business Days of the Forced Exchange Notice, and again upon each change (other than any *de minimis* change that would not result in the Exchange Cap being exceeded on the exchange) in such number of shares preceding the Forced Exchange Date. If the Corporation delivers a Forced Exchange Notice to a Holder in accordance with this Section 5.2, the Corporation shall deliver or cause to be delivered the Parent Common Shares as soon as reasonably practicable, but not later than the tenth (10th) Business Day after the later of: (i) the Forced Exchange Date and (ii) receipt by the Transfer Agent of the certificates and other documents, if any, required pursuant to Section 5.3. In the event that the Requisite Shareholder Approval has not been obtained in accordance with the Investor Rights Agreement and the Exchange Cap prevents the issuance of all or any part of the Parent Common Shares otherwise required to be delivered to a Holder pursuant to this Section 5.2, then in lieu of delivering such Parent Common Shares to the Holder, the Corporation shall make a cash payment to such Holder equal to the Market Value as of the Forced Exchange Date, converted to U.S. dollars at the applicable FX Rate, for each such whole Parent Common Share which is not able to be issued. Notwithstanding anything to the contrary in this Section 5.2, a Holder may exercise an Optional Parent Put Right after receipt of a Forced Exchange Notice, provided the Optional Parent Call Right has not already been exercised and the Optional Parent Put Exchange Date precedes the Forced Exchange Date by at least five (5) Business Days. Upon the exchange of shares of Series 1 Preferred Stock pursuant to such Optional Parent Put Right, such Forced Exchange Notice shall be rendered void in respect of such shares.

5.3. Upon exchange, each Holder shall surrender to the Corporation the certificates representing any shares of Series 1 Preferred Stock to be exchanged (including any shares in respect of which payment is to be made in lieu of exchange pursuant to Section 5.2) during usual business hours at its principal place of business or the offices of its duly appointed Transfer Agent maintained by it, accompanied by

(a) (if so required by the Corporation or its duly appointed Transfer Agent) a written instrument or instruments of transfer in form reasonably satisfactory to the Corporation or its duly appointed Transfer Agent duly executed by the Holder or its duly authorized legal representative; and (b) transfer tax stamps or funds therefor, if required pursuant to Section 5.9. If less than all of the shares of Series 1 Preferred Stock represented by a certificate or certificates surrendered by a Holder pursuant to Section 5.3 are to be exchanged, the Holder shall be entitled to receive, at the expense of the Corporation, a new certificate representing the shares of Series 1 Preferred Stock represented by the surrendered certificate or certificates that are not to be exchanged.

5.4. As of the time immediately prior to the close of business on the applicable Exchange Date, dividends shall cease to accrue on the shares of Series 1 Preferred Stock so exchanged (including any shares in respect of which payment is to be made in lieu of exchange pursuant to Section 5.2) and all other rights with respect to the shares of Series 1 Preferred Stock so exchanged (including any shares in respect of which payment is to be made in lieu of exchange pursuant to Section 5.2), including the rights, if any, to receive notices, will terminate, except only the right of Holders thereof to receive the number of whole Parent Common Shares for which such shares of Series 1 Preferred Stock have been exchanged, any cash payment in respect of fractional shares in accordance with Section 8, any cash payment required by Section 5.2 as a result of the applicable Exchange Cap. The shares of Series 1 Preferred Stock so exchanged (including any shares in respect of which payment is to be made in lieu of exchange pursuant to Section 5.2) shall be deemed to be exchanged, and the Holder shall be deemed to be the holder of the Parent Common Shares for which such shares of Series 1 Preferred Stock have been exchanged, as of the time immediately prior to the close of business on the Exchange Date. The Corporation shall deliver or cause to be delivered, in accordance with Section 5.1 or Section 5.2, as applicable, to the applicable Holder certificates for the number of whole Parent Common Shares to which such Holder is entitled, any cash payment in respect of fractional shares in accordance with Section 8, and any cash payment required by Section 5.2 as a result of the applicable Exchange Cap.

5.5. The Exchange Price shall be subject to the following adjustments (except as provided in Section 5.6):

(a) If, subsequent to the Issue Date, the Parent pays a dividend (or other distribution) in Parent Common Shares to holders of the Parent Common Shares, in their capacity as holders of Parent Common Shares, then the Exchange Price in effect immediately following the record date for such dividend (or distribution) shall be divided by the following fraction:

$$\frac{OS1}{OS0}$$

Where

OS0 = the number of Parent Common Shares outstanding immediately prior to the record date for such dividend or distribution; and

OS1 = the sum of (i) the number of Parent Common Shares outstanding immediately prior to the record date for such dividend or distribution and (ii) the total number of Parent Common Shares constituting such dividend

(b) If, subsequent to the Issue Date, the Parent issues to holders of Parent Common Shares, in their capacity as holders of Parent Common Shares, rights, options or warrants entitling them to subscribe for or purchase Parent Common Shares at less than Market Value determined on the Ex-Date for such issuance, then the Exchange Price in effect immediately following the close of business on the Ex-Date for such issuance shall be divided by the following fraction:

$$\frac{OS0 + X}{OS0 + Y}$$

where

OS0 = the number of Parent Common Shares outstanding at the close of business on the record date for such issuance;

X = the total number of Parent Common Shares issuable pursuant to such rights, options or warrants; and

Y = the quotient of (i) the aggregate price payable to exercise such rights, options or warrants divided by (ii) the Market Value determined as of the Ex-Date for such issuance.

To the extent that such rights, options or warrants are not exercised prior to their expiration or Parent Common Shares are otherwise not delivered pursuant to such rights, options or warrants upon the exercise of such rights, options or warrants, the Exchange Price shall be readjusted to such Exchange Price that would have then been in effect had the adjustment made upon the issuance of such rights, options or warrants been made on the basis of the delivery of only the number of Parent Common Shares actually delivered. If such rights, options or warrants are only exercisable upon the occurrence of certain triggering events, then the Exchange Price shall not be adjusted until such triggering events occur. In determining the aggregate offering price payable for such Parent Common Shares, the Corporation shall take into account any consideration received for such rights, options or warrants and the value of such consideration (if other than cash, to be determined by the board of directors of Parent).

(c) If, subsequent to the Issue Date, the Parent subdivides, consolidates, combines or reclassifies the Parent Common Shares into a greater or lesser number of Parent Common Shares, then the Exchange Price in effect immediately following the effective date of such share subdivision, consolidation, combination or reclassification shall be divided by the following fraction:

$$\frac{OS1}{OS0}$$

where

$OS0$ = the number of Parent Common Shares outstanding immediately prior to the effective date of such share subdivision, consolidation, combination or reclassification; and

$OS1$ = the number of Parent Common Shares outstanding immediately after the opening of business on the effective date of such share subdivision, consolidation, combination or reclassification.

(d) If, subsequent to the Issue Date, the Parent issues any Parent Common Shares under the DRIP (i) at less than 97% of the Market Value determined as of the date of such issuance or (ii) when the DRIP Participation Percentage is greater than 35%, then on each such occurrence the Exchange Price in effect immediately following such issuance of Parent Common Shares shall be divided by the following fraction:

$$\frac{\mathrm{OS0} + \mathrm{X}}{\mathrm{OS0} + \mathrm{Y}}$$

where

$OS0$ = the number of Parent Common Shares outstanding at the close of business on the record date for such issuance under the DRIP;

X = the total number of Parent Common Shares issued pursuant to such issuance under the DRIP; and

Y = the quotient of (i) the aggregate price payable to acquire such Parent Common Shares (including the amount of the cash dividends otherwise payable) under the DRIP divided by (ii) the Market Value determined as of the date of such issuance

provided, that in the event that the DRIP Participation Percentage is greater than 35% but the Parent Common Shares are issued under the DRIP at 97%

or more of the Market Value determined as of the date of such issuance, then the fraction set forth above shall be calculated only taking into account the portion of such Parent Common Shares issued pursuant to such issuance under the DRIP in excess of the DRIP Participation Percentage of 35%.

(e) In the case of: (i) any recapitalization, reclassification or change of the Parent Common Shares (other than changes provided for in Section 5.5(c)), (ii) any consolidation, merger or combination involving the Parent, (iii) any sale, lease or other transfer to a third party of the consolidated assets of the Parent and its Subsidiaries substantially as an entirety, or (iv) any statutory share exchange, as a result of which the Parent Common Shares are converted into, or exchanged for, shares, other securities, other property or assets (including cash or any combination thereof) subsequent to the Issue Date (any such transaction or event, a "**Capital Reorganization**"), then, at and after the effective time of such Capital Reorganization, the right to exchange each share of Series 1 Preferred Stock shall be changed into a right to exchange such share into the kind and amount of shares, other securities or other property or assets (or any combination thereof) that a holder of a number of Parent Common Shares equal to the Exchange Rate immediately prior to such Capital Reorganization would have owned or been entitled to receive upon such Capital Reorganization (such shares, securities or other property or assets, the "**Reference Property**"). If the Capital Reorganization causes the Parent Common Shares to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of shareholder election), then the Reference Property into which the Series 1 Preferred Stock will be exchangeable shall be deemed to be the weighted average of the types and amounts of consideration received by the holders of Parent Common Shares that affirmatively make such an election. The Corporation shall notify Holders of such weighted average as soon as practicable after such determination is made. None of the foregoing provisions shall affect the right of a Holder of Series 1 Preferred Stock to exchange its Series 1 Preferred Stock into Parent Common Shares pursuant to Section 5.1 prior to the effective time of such Capital Reorganization. Notwithstanding Sections 5.5(a) to (c), no adjustment to the Exchange Price shall be made for any Capital Reorganization to the extent shares, securities or other property or assets become the Reference Property receivable upon exchange of Series 1 Preferred Stock. The Corporation shall provide reasonable advance notice of any Capital Reorganization to each Holder prior to the consummation of such Capital Reorganization and the anticipated effective time thereof.

(f) Notwithstanding anything herein to the contrary, no adjustment under this Section 5.5 need be made to the Exchange Price unless such adjustment would require an increase or decrease of at least $0.01. Any lesser adjustment shall be carried forward and shall be made and given effect immediately upon the earliest of the following: (i) at the time of and together with the next subsequent adjustment, if any, which, together with any adjustment or adjustments so carried forward, shall amount to an increase or decrease of at least \$0.01 of the Exchange Price, (ii) any Optional Exchange Notice Date or Forced Exchange Notice Date, (iii) the date of notice by the Corporation to the Holders of any Capital Reorganization as required by Section 5.5(e), (iv) the date of any Change of Control Redemption Notice, (v) the date of any Optional Redemption Notice or (vi) the date of any Mandatory Preferred Share Exchange Notice (as defined in the Exchange Agreement).

(g) Notwithstanding any other provisions of this Section 5.5, rights or warrants distributed by the Parent to holders of Parent Common Shares, in their capacity as holders of Parent Common Shares, entitling the holders thereof to subscribe for or purchase shares in the capital of the Parent (either initially or under certain circumstances), which rights or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such Parent Common Shares; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of Parent Common Shares, shall be deemed not to have been distributed for purposes of this Section 5.5 (and no adjustment to the Exchange Price under this Section 5.5 will be required) until the occurrence of the earliest Trigger Event, whereupon such rights and warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Exchange Price shall be made under Section 5.5(b). In addition, in the event of any distribution (or deemed distribution) of rights or warrants, or any Trigger Event or other event with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to an Exchange Price under this Section 5.5 was made and (A) any such rights or warrants shall all have been redeemed, repurchased or forfeited at a price per right or warrant of less than CAD\$0.0001 without exercise by any holders thereof or (B) any such rights or warrants shall all have expired or been terminated without exercise thereof, such Exchange Price shall be readjusted as if such redeemed, repurchased, forfeited, expired or terminated rights and warrants had not been issued. To the extent that the Parent has a rights plan or agreement in effect upon exchange of the Series 1 Preferred Stock, which rights plan provides for rights or warrants of the type described in this clause, then upon exchange of Series 1 Preferred Stock the Holder will receive, in addition to the Parent Common Shares to which the Holder is entitled, a corresponding number of rights in accordance with the rights plan, unless a Trigger Event has occurred and the adjustments to the Exchange Price with respect thereto have been made in accordance with the foregoing. Notwithstanding anything to the contrary in Section 5.5(c) or this Section 5.5(g), if the Holder is an Acquiring Person or otherwise would have had its rights or warrants voided pursuant to the terms of the applicable shareholder rights plan if it was the holder of such rights or warrants at the time of the Trigger Event, then no adjustments shall be made to the Exchange Price or otherwise pursuant to Section 5.5(b) or this Section 5.5(g).

(h) Notwithstanding anything to the contrary herein, in no event will the Exchange Price be increased pursuant to this Section 5.5, other than pursuant to Section 5.5(c).

5.6. Notwithstanding anything to the contrary in Section 5.5, if the Holders are entitled to participate in a distribution or transaction to which Section 5.5(b) applies as if they held a number of Parent Common Shares issuable upon exchange of the Series 1 Preferred Stock immediately prior to such event, without having to exchange their Series 1 Preferred Stock, then no adjustment under Section 5.5 need be made to the Exchange Price.

5.7. If the Parent shall fix a record date for the purpose of determining the holders of its Parent Common Shares entitled to receive a dividend or other distribution, and shall thereafter (and before the dividend or distribution has been paid or delivered to shareholders) abandon its plan to pay or deliver such dividend or distribution, then thereafter no adjustment in any Exchange Price then in effect shall be required by reason of the fixing of such record date.

5.8. Upon any increase or decrease in the Exchange Price, then, and in each such case, the Corporation promptly (but in any event within ten (10) Business Days of any such adjustment) shall deliver to each Holder a certificate signed by an Officer, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the increased or decreased Exchange Price then in effect following such adjustment and the effective time thereof.

5.9. The delivery of certificates for Parent Common Shares upon the exchange of shares of Series 1 Preferred Stock shall each be made without charge to the Holder or recipient of shares of Series 1 Preferred Stock for such certificates or for any stock transfer or similar tax (other than income or similar taxes) in respect of the issuance or delivery of such certificates, and such certificates shall be delivered in the respective names of, or in such names as may be directed by, the applicable Holder; provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the delivery of any such certificate in a name other than that of the Holder of the shares of the relevant Series 1 Preferred Stock and the Corporation shall not be required to deliver any such certificate unless or until the Person or Persons requesting the delivery thereof shall have paid to the Corporation the amount of such tax or shall have established to the reasonable satisfaction of the Corporation that such tax has been paid.

5.10. Unless the Parent has obtained the requisite approval of the holders of the Parent Common Shares (the "**Requisite Shareholder Approval**"), which the Parent shall not be obligated to obtain other than pursuant to its obligations under the Investor Rights Agreement, no shares of Series 1 Preferred Stock may be exchanged pursuant to Section 5.1 or Section 5.2 if and to the extent that, as a result of the delivery to the Holder of Parent Common Shares upon such exchange such Holder, together with its Affiliates and other Persons acting together with such Holder, would beneficially own or exercise control or direction over in excess of 19.9% of the number of Parent Common Shares outstanding immediately after giving effect to such exchange or would become an Acquiring Person (such limit, the "**Exchange Cap**"). For purposes of the foregoing sentence, "beneficial ownership" shall be calculated in accordance with NI 62-104. Any purported delivery of Parent Common Shares upon exchange of shares of Series 1 Preferred Stock shall be void ab initio and have no effect if such delivery would result in the applicable Holder exceeding the Exchange Cap, and each Holder shall, upon becoming aware of any such Parent Common Shares so delivered, immediately notify the Corporation and the Parent of same, and thereafter, or otherwise upon written demand from the Corporation or the Parent, immediately surrender to the Corporation or the Parent the certificates representing such Parent Common Shares, and the Corporation shall deliver to the applicable Holder the shares of Series 1 Preferred Stock in respect thereof (including any certificates representing such shares) or cash in lieu thereof in the case of an exchange pursuant to Section 5.2.

5.11. Notwithstanding the provisions of Section 5.1 to Section 5.4, in the event of the exercise by the Parent of the Optional Parent Call Right, each Exchanging Holder will be obligated to sell all of the shares of Series 1 Preferred Stock set forth in the Optional Exchange Notice or Forced Exchange Notice, as applicable, to the Parent against delivery by the Parent (or the Corporation, as agent of the Parent), in accordance with Sections 5.1 5.2, 5.3 and 5.4, as applicable, *mutatis mutandis*, of the Parent Common Shares and any cash payments to the Exchanging Holder that would have been required to be delivered by the Corporation to such Exchanging Holder but for the exercise of the Optional Parent Call Right, and the Corporation will have no obligation to deliver or cause to be delivered any Parent Common Shares or make any cash payments to the holders of such Series 1 Preferred Stock so purchased by the Parent. In connection with any such sale of shares by Exchanging Holders to the Parent, each Exchanging Holder will be obligated to make the same deliveries to the Corporation (as agent of the Parent) in accordance with Sections 5.1 5.2, 5.3 and 5.4, as applicable, *mutatis mutandis*, that it would have been required to make to the Corporation but for the exercise of the Optional Parent Call Right.

6. Redemption.

6.1. On or after the first Business Day that is seven years after the Issue Date, the Corporation shall have the right, subject to applicable law, to redeem all but not less than all of the shares of Series 1 Preferred Stock from any source of funds legally available for such purpose. Any such redemption shall occur on a date set by the Corporation on not less than thirty (30) days' prior written notice to the Holders (the "**Optional Redemption Date**"). Notwithstanding anything to the contrary in this Section 6.1, a Holder may exercise an Optional Parent Put Right after receipt of an Optional Redemption Notice, provided the Optional Parent Put Exchange Date precedes the Optional Redemption Date by at least three (3) Business Days. Upon the exchange of shares of Series 1 Preferred Stock pursuant to such Optional Parent Put Right, such Optional Redemption Notice shall be rendered void in respect of such shares.

6.2. Subject to applicable law, the Corporation shall effect any such redemption pursuant to this Section 6 by paying cash for each share of Series 1 Preferred Stock to be redeemed in an amount equal to the Liquidation Preference plus the Accrued Dividends (such amount, the "**Optional Redemption Price**").

6.3. The Corporation shall give notice of its election to redeem the shares of Series 1 Preferred Stock pursuant to this Section 6 to the Holders of Series 1 Preferred Stock as such Holders' names appear (as of the close of business on the Business Day next preceding the day on which notice is given) on the Corporation's share register at the address of such Holders shown therein. Such notice (the "**Optional Redemption Notice**") shall state: (a) the Optional Redemption Date, (b) the number of shares of Series 1 Preferred Stock to be redeemed from such Holder, (c) the Optional Redemption Price, and (d) the place where any shares of Series 1 Preferred Stock are to be redeemed and shall be presented and surrendered for payment of the Optional Redemption Price therefor.

6.4. If the Corporation gives the Optional Redemption Notice, the Corporation shall deposit with or otherwise make available to the Paying Agent funds sufficient to redeem the Series 1 Preferred Stock, no later than the open of business on the Optional Redemption Date, and the Corporation shall give the Paying Agent instructions and authority to pay the Optional Redemption Price to the Holders to be redeemed upon surrender or deemed surrender of the certificates therefor as set forth in the Optional Redemption Notice. If the Optional Redemption Notice shall have been given, then from and after the time immediately prior to the close of business on the Optional Redemption Date, unless the Corporation defaults in providing funds sufficient for such redemption at the time and place specified for payment pursuant to the Optional Redemption Notice, all dividends on such shares of Series 1 Preferred Stock to be redeemed shall cease to accrue and all other rights with respect to the Series 1 Preferred Stock to be redeemed, including the rights, if any, to receive notices, will terminate, except only the rights of Holders thereof to receive the Optional Redemption Price. The Corporation shall be entitled to receive from the Paying Agent the interest income, if any, earned on any such funds deposited with the Paying Agent (to the extent that such interest income is not required to pay the Optional Redemption Price of the Series 1 Preferred Stock to be redeemed), and the holders of any Series 1 Preferred Stock so redeemed shall have no claim to any such interest income. Any funds deposited with the Paying Agent hereunder by the Corporation for any reason, including redemption of Series 1 Preferred Stock, that remain unclaimed or unpaid after two years after the Optional Redemption Date or other payment date, shall be, to the extent permitted by applicable law, repaid to the Corporation upon its written request, after which repayment the Holders entitled to such redemption or other payment shall have recourse only to the Corporation.

7. <u>Change of Control.</u>

7.1. The Corporation shall give notice to the Holders of a proposed Change of Control no later than fifteen (15) Business Days prior to the anticipated effective date (as determined in good faith by the Corporation) of such Change of Control or, if not practicable, as soon as reasonably practicable but in any event no later than five (5) Business Days after the Corporation becomes aware of such proposed Change of Control. In the event of a Change of Control, the Corporation or a third party with the prior written consent of the Corporation (such party, as applicable, the "**Redeeming Party**") shall, in compliance with applicable law and within ten (10) days following the effective date of a Change of Control, make an offer to each Holder to redeem all but not less than all of such Holder's outstanding shares of Series 1 Preferred Stock. Any such redemption shall occur on a date set by the Redeeming Party in its sole discretion, but no earlier than ten (10) Business Days from the date of the Change of Control Redemption Notice and no later than thirty (30) days after consummation of the Change of Control (the "**Change of Control Redemption Date**"). Each Holder may elect to accept such offer from the Redeeming Party by providing written notice of its intent to accept such offer not later than two (2) Business Days prior to the Change of Control Redemption Date. Notwithstanding anything to the contrary herein, the Change of Control Redemption Date may be on the date of the Change of Control, and any redemption pursuant to this Section 7 may be made simultaneously with the Change of Control.

7.2. Subject to applicable law, the Redeeming Party shall effect any such redemption pursuant to this Section 7 by paying cash for each share of Series 1 Preferred Stock to be redeemed in an amount (such amount, the "**Change of Control Redemption Price**") equal to the greater of (a) the sum of the Liquidation Preference as at the Change of Control Redemption Date plus the Change of Control Redemption Premium plus the Accrued Dividends, and (b) either (i) in the case of a Change of Control that constitutes a Capital Reorganization in which the Parent Common Shares are not converted or exchanged solely for cash, the cash amount equal to the product of the Exchange Rate as at the Change of Control Redemption Date multiplied by the Closing Sale Price of the Parent Common Shares on the Trading Day immediately prior to the effective date of such Capital Reorganization, such amount to be converted to U.S. dollars at the applicable FX Rate or (ii) in any other case, the cash amount that a holder of a number of Parent Common Shares equal to the Exchange Rate as at the Change of Control Redemption Date would have received in such Change of Control.

7.3. The Redeeming Party shall give notice of such redemption offer to the Holders as such Holders' names appear (as of the close of business on the Business Day next preceding the day on which notice is given) on the Corporation's share register at the address of such Holders shown therein. Such notice (the "**Change of Control Redemption Notice**") shall state: (a) the Change of Control Redemption Date, (b) the Change of Control Redemption Price, (c) the place where any shares of Series 1 Preferred Stock are to be redeemed and shall be presented and surrendered for payment of the Change of Control Redemption Price therefor, and (d) the deadline for presenting and surrendering the certificates in order to accept the redemption offer and receive payment, which shall be no earlier than two (2) Business Days prior to the Change of Control Redemption Date.

7.4. Solely in the event of a Change of Control Call Event, the Redeeming Party shall have the right, at its option, to redeem on the Change of Control Redemption Date at the Change of Control Redemption Price all but not less than all of the shares of Series 1 Preferred Stock held by any Holder that does not accept such redemption offer (the "**Change of Control Redemption Call Right**"). If the Redeeming Party elects to exercise its Change of Control Redemption Call Right upon a Change of Control Call Event, it shall give a Change of Control Redemption Notice not later than ten (10) Business Days prior to the Change of Control Redemption Date to the Holders as such Holders' names appear (as of the close of business on the Business Day next preceding the day on which notice is given) on the Corporation's share register at the address of such Holders shown therein.

7.5. If the Redeeming Party gives a Change of Control Redemption Notice, the Redeeming Party shall deposit with the Paying Agent funds sufficient to redeem (a) the shares of Series 1 Preferred Stock for which certificates have been presented and surrendered for payment or (b) all of the shares of Series 1 Preferred Stock if the Change of Control Redemption Call Right has been exercised upon a Change of Control Call Event, no later than the open of business on the Change of Control Redemption Date, and the Redeeming Party shall give the Paying Agent irrevocable instructions and authority to pay the applicable Change of Control Redemption Price to the Holders to be redeemed upon surrender or deemed surrender of the certificates therefor as set forth in the Change of Control Redemption Notice. From and after the time immediately prior to the close of business on the Change of Control Redemption Date, unless the Corporation defaults in providing funds sufficient for such redemption in full at the time and place specified for payment pursuant to the Change of Control Redemption Notice, all dividends on such shares of Series 1 Preferred Stock to be redeemed shall cease to accrue and all other rights with respect to the shares of Series 1 Preferred Stock to be redeemed, including the rights, if any, to receive notices, will terminate, except only the rights of Holders thereof to receive the Change of Control Redemption Price. The Corporation shall be entitled to receive from the Paying Agent the interest income, if any, earned on any such funds deposited with the Paying Agent (to the extent that such interest income is not required to pay the Change of Control Redemption Price of the Series 1 Preferred Stock to be redeemed), and the holders of any shares of Series 1 Preferred Stock so redeemed shall have no claim to any such interest income. Any funds deposited with the Paying Agent hereunder by the Corporation for any reason, including redemption of Series 1 Preferred Stock, that remain unclaimed or unpaid after two years after the Change of Control Redemption Date or other payment date, shall be, to the extent permitted by applicable law, repaid to the Corporation upon its written request, after which repayment the Holders entitled to such redemption or other payment shall have recourse only to the Corporation.

8. <u>No Fractional Shares.</u> No fractional Parent Common Shares or securities representing fractional Parent Common Shares shall be delivered upon exchange, whether voluntary or mandatory, or in respect of dividend payments made in Parent Common Shares on the Series 1 Preferred Stock. Instead, the Corporation may elect to either make a cash payment to each Holder that would otherwise be entitled to a fractional share (based on the Closing Sale Price of such fractional share determined as of the Trading Day immediately prior to the payment thereof, converted to U.S. dollars at the applicable FX Rate) or, in lieu of such cash payment, round up to the next whole share the number of Parent Common Shares to be delivered to any particular Holder upon exchange.

9. <u>Transfer Restriction</u>. Other than in connection with a Change of Control, no share of Series 1 Preferred Stock may be transferred, without the prior written consent of the board of directors of the Parent, if and to the extent that as a result of the transfer, the transferee (based on written representations to such effect made by such transferee which the transferring Holder reasonably believes are true after reasonable inquiry), together with its Affiliates and other Persons acting together with such transferee, would beneficially own or exercise control or direction over in excess of 19.9% of the issued and outstanding Parent Common Shares (such limit, the "**Beneficial Ownership Cap**"). For purposes of this Section 9, "beneficial ownership" shall be calculated in accordance with NI 62-104 without giving effect to any applicable Exchange Cap. Any purported transfer of shares of Series 1 Preferred Stock shall be void ab initio and have no effect, if such transfer would result in the transferee, together with its Affiliates and other Persons acting together with such transferee, becoming the beneficial owner of or exercising control or direction over more than the Beneficial Ownership Cap and the Corporation shall not recognize or be bound by any such purported transfer nor shall it recognize the transferee as a Holder hereunder.

10. <u>Miscellaneous.</u>

10.1. With respect to any notice to a Holder required to be provided hereunder, neither failure to mail such notice, nor any defect therein or in the mailing thereof, to any particular Holder shall affect the sufficiency of the notice or the validity of the proceedings referred to in such notice with respect to the other Holders or affect the legality or validity of any vote upon any such action (assuming due and proper notice to such other Holders). Any notice which was mailed in the manner herein provided shall be conclusively presumed to have been duly given whether or not the Holder receives the notice.

10.2. Shares of Series 1 Preferred Stock that have been issued and reacquired by the Corporation in any manner (upon compliance with any applicable provisions of the laws of Delaware) shall upon such reacquisition be automatically cancelled by the Corporation and shall not be reissued.

10.3. The shares of Series 1 Preferred Stock shall be issuable only in whole shares.

10.4. All notice periods referred to herein shall commence (i) on the day on which notice was delivered or transmitted by email or personally by hand (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00

p.m. (Toronto time) at the place of receipt, then on the next following Business Day) or, (ii) if mailed by internationally recognized overnight courier, on the Business Day following the date of mailing; provided, however, that if at the time of mailing or within two Business Days thereafter there is or occurs a labour dispute or other event which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of recorded electronic communication as aforesaid. Notice to any Holder shall be given to the registered address set forth in the Corporation's records for such Holder.

10.5. Unless otherwise stated, all references herein to dollar amounts, "dollars" or "$" are references to United States dollars.

10.6. Any payments required to be made hereunder on any day that is not a Business Day shall be made on the next succeeding Business Day without interest or additional payment for such delay. All payments required hereunder shall be made by wire transfer of immediately available funds to the Holders in accordance with the payment instructions as such Holders may deliver by written notice to the Corporation or the Transfer Agent from time to time.

10.7. Notwithstanding anything to the contrary herein, whenever the Board of Directors is permitted or required to determine fair market value, such determination shall be made in good faith.

10.8. Notwithstanding any other provision hereof, the Corporation may deduct or withhold from any payment, distribution, issuance or delivery (whether in cash or in shares) to be made pursuant to these share provisions any amounts required or permitted by law to be deducted or withheld from any such payment, distribution, issuance or delivery and shall remit any such amounts to the relevant tax authority as required. Notwithstanding the foregoing, the amount of any payment, distribution, issuance or delivery made to a Holder pursuant to this Part B of Section 4 shall be considered to be the amount of the payment, distribution, issuance or delivery received by such Holder plus any amount deducted or withheld pursuant to this Section 10.8.

10.9. Any amendment, modification or alteration of the rights, preferences, privileges or voting powers of the Series 1 Preferred Stock shall, solely to the extent required by the applicable rules and regulations of the Toronto Stock Exchange, be subject to the approval of the Toronto Stock Exchange for as long as the Parent Common Shares are listed for trading thereon.

IN WITNESS WHEREOF, Superior Plus US Holdings Inc. has caused this Certificate of Amendment to be signed by the undersigned as of this 13th day of July, 2020.

SUPERIOR PLUS US HOLDINGS INC.

By: *signed "Darren Hribar"*

Name: Darren Hribar

Title: Vice President and Secretary