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Ministry of Government Services | Ministère des Services gouvernementaux
Ontario

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

JUNE 17 JUIN, 2014

Director / Directeur
Business Corporations Act / Loi sur les sociétés par actions

Ontario Corporation Number
Numéro de la société en Ontario

000049684

Form 8
Business Corporations Act

Formule 8
Loi sur les sociétés par actions

ARTICLES OF ARRANGEMENT
STATUTS D'ARRANGEMENT

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
   Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

   MCGRAW-HILL RYERSON LIMITED

2. The new name of the corporation if changed by the arrangement: (Set out in BLOCK CAPITAL LETTERS)
   Nouvelle dénomination sociale de la société si elle est modifiée par suite de l'arrangement : (Écrire en LETTRES MAJUSCULES SEULEMENT)

3. Date of incorporation/amalgamation: / *Date de la constitution ou de la fusion :*

   1944/08/22

   Year, Month, Day / *année, mois, jour*

4. The arrangement has been approved by the shareholders of the corporation in accordance with section 182 of the *Business Corporation Act.* / *Les actionnaires de la société ont approuvé l'arrangement conformément à l'article 182 de la* Loi *sur les sociétés par actions.*

5. A copy of the arrangement is attached to these articles as Exhibit "A" / *Une copie de l'arrangement constitute l'annexe «A».*

6. The arrangement was approved by the court on / *La cour a approuvé l'arrangement le*

   2014/06/16

   Year, Month, Day / *année, mois, jour*

   and a certified copy of the Order of the court is attached to these articles as Exhibit "B". / *Une copie certifiée conforme de l'ordonnance de la cour constitue l'annexe «B».*

7. The terms and conditions to which the scheme is made subject by the Order have been complied with.
   Les conditions que l'ordonnance impose au projet d'arrangement ont été respectées.

These articles are signed in duplicate. / *Les présents statuts sont signés en double exemplaire.*

MCGRAW-HILL RYERSON LIMITED

Name of Corporation / *Dénomination sociale de la société*

By/
Par :

Signature / *Signature*

President & CEO

Description of Office / *Fonctions*

163 (03/2006)

EXHIBIT "A"
PLAN OF ARRANGEMENT UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

1.1 Definitions

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

"**Arrangement**" means the arrangement of the Company under section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and MHE, each acting reasonably.

"**Arrangement Agreement**" means the arrangement agreement made as of April 16, 2014 between MHE, 2412849 Ontario Inc. and the Company (including the Schedules thereto) as it may be amended, restated, supplemented or novated from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders.

"**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement to be filed with the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in form and content satisfactory to the Company and MHE, each acting reasonably.

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

"**Company**" means McGraw-Hill Ryerson Limited, a corporation existing under the laws of the Province of Ontario.

"**Company Circular**" means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement.

"**Company Meeting**" means the special meeting of Company Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with the Interim Order and applicable Law to consider the Arrangement Resolution.

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

"**Company Shares**" means the common shares in the authorized capital of the Company as currently constituted.

"**Consideration**" means $50.00 in cash per Company Share.

"**Court**" means the Ontario Superior Court of Justice (Commercial List).

"**Depositary**" means CST Trust Company or such other Person that may be appointed by the Company for the purpose of exchanging the certificates representing Company Shares for the Consideration in connection with the Arrangement.

"**Director**" means the Director appointed pursuant to section 278 of the OBCA.

"**Dissent Rights**" has the meaning specified in Section 3.1.

"**Dissenting Shareholder**" means a registered holder of Company Shares who has validly exercised its Dissent Rights in respect of the Arrangement and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Company Shares in respect of which Dissent Rights are validly exercised by such registered holder of Company Shares.

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

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

"**Final Order**" means the final order of the Court pursuant to Section 182 of the OBCA, in a form acceptable to the Company and MHE, each acting reasonably, approving the Arrangement, as such order may be varied by the Court (with the consent of each of the Parties acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and MHE, each acting reasonably) on appeal.

"**Governmental Entity**" means any applicable: (a) sovereign nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission (including any securities commission), instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing; (b) entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court; (c) stock exchange, including the TSX; or (d) corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing entities established to perform a duty or function on its behalf.

"**Holdco**" means 2412849 Ontario Inc., a corporation existing under the laws of the Province of Ontario which is a wholly owned indirect subsidiary of MHE.

"**Interim Order**" means the interim order of the Court contemplated by Section 2.2 of the Arrangement Agreement and made pursuant to section 182(5) of the OBCA in a form acceptable to the Company and MHE, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting, as such order may be amended by the Court with the consent of the Company and MHE, each acting reasonably.

"**Interested Shareholder**" means, collectively, MHE, any related party of MHE (within the meaning of MI 61-101, and subject to the exceptions set out therein), any interested party to the Arrangement (within the meaning of MI 61-101), and any Person that is a joint actor with any of the foregoing (for the purposes of MI 61-101).

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, regulations, orders, judgments, injunctions or other legally binding requirements, whether domestic or foreign, and the terms and conditions of any Authorizations of or from any Governmental Entity or self-regulatory authority (including the TSX), and the term "applicable" with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party and/or its Subsidiaries or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party and/or its Subsidiaries or its or their business, undertaking, property or securities.

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

"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

"**MHE**" means McGraw-Hill Global Education Holdings, LLC, a limited liability company existing under the laws of the State of Delaware.

"**MI 61-101**" means Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators.

"**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations made thereunder, as now in effect and as either may be promulgated or amended from time to time.

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

"**Plan of Arrangement**" means this plan of arrangement, and any amendments, modifications or supplements made in accordance with Section 8.3 of the Arrangement Agreement or Section 5.1

of this plan of arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and MHE, each acting reasonably.

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

1.2 Certain Rules of Interpretation.

In this Plan of Arrangement, unless otherwise specified:

(1) **Interpretation Not Affected by Headings**. The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and do not affect in any way meaning or interpretation of this Plan of Arrangement. Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement.

(2) **Currency**. All references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

(3) **Number and Gender**. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(4) **Certain Phrases, etc**. The words "including", "includes" and "include" mean "including (or includes or include) without limitation".

(5) **Statutes**. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(6) **Computation of Time**. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(7) **Time References**. References to time are to local time, Toronto, Ontario.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms part of the Arrangement Agreement.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective, and be binding on the Company, MHE and Holdco and all registered and beneficial Company Shareholders at and after, the Effective Time without any further act or formality required on the part of any Person.

2.3 Arrangement

At the Effective Time each of the following events shall occur and shall be deemed to occur sequentially as set out below without any further authorization, act or formality, in each case, unless stated otherwise, effective as at five minute intervals starting at the Effective Time:

(a) the Company shall make a non-interest bearing loan to Holdco in an amount equal to the cash required to fund the payment of the aggregate Consideration by Holdco which shall include, for greater certainty, an amount per Company Share in respect of which Dissent Rights have been exercised which shall be deemed to be the Consideration per Company Share for this purpose;

(b) each Company Share held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be, and be deemed to have been, transferred, without any further act or formality, by the Dissenting Shareholder thereof, to Holdco in consideration for a debt claim against Holdco for the amount determined in accordance with Article 3, and:

   (i) such Dissenting Shareholders shall cease to be the holders of such Company Shares and to have any rights as holders of such Company Shares other than the right to be paid the fair value for such Company Shares as set out in Section 3.1;

   (ii) such Dissenting Shareholders' names shall be removed from the register of Company Shares maintained by or on behalf of the Company; and

   (iii) Holdco shall be, and be deemed to be, the transferee of such Company Shares and shall be entered in the register of Company Shares maintained by or on behalf of the Company; and

(c) each Company Share outstanding immediately prior to the Effective Time, other than a Company Share held by an Interested Shareholder, shall be, and be deemed to have been, transferred, without any further act of formality, by the holder thereof to Holdco in exchange for a cash payment equal to the Consideration, and:

   (i) the holders of such Company Shares shall cease to be the holders thereof and to have any rights as holders of such Company Shares other than the right to be paid the Consideration per Company Share in accordance with this Plan of Arrangement;

   (ii) such holders' names shall be removed from the register of Company Shares maintained by or on behalf of the Company; and

(iii) Holdco shall be, and be deemed to be, the transferee of such Company Shares and shall be entered in the register of the Company Shares maintained by or on behalf of the Company.

ARTICLE 3
DISSENT RIGHTS

3.1 Dissent Rights

Pursuant to the Interim Order, registered Company Shareholders may exercise dissent rights with respect to the Company Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in section 185 of the OBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding (i) subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by the Company not later than 5:00 p.m. on the Business Day that is two Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time), and (ii) subsection 185(4) of the OBCA, Holdco and not the Company shall be required to offer and pay the fair value for the Company Share held by a holder who duly exercised Dissent Rights and to pay the amount to which such holder is entitled. Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Company Shares held by them and in respect of which Dissent Rights have been validly exercised to Holdco, as provided in Section 2.3(b) and if they:

(a) ultimately determined to be entitled to be paid fair value for such Company Shares: (i) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(b)); (ii) will be entitled to a payment of cash by Holdco equal to the fair value of such Company Shares; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Company Shares; or

(b) ultimately determined not to be entitled, for any reason, to be paid fair value for such Company Shares, shall have participated and shall be deemed to have participated in the Arrangement, as at the Effective Time, on the same basis as a non-dissenting holder of Company Shares in accordance with Section 2.3(c), and shall receive cash consideration in respect of their Company Shares equal to the aggregate Consideration a holder of Company Shares holding such number of Company Shares would be entitled to under Section 2.3(c).

3.2 Recognition of Dissenting Holders

(a) In no circumstances shall MHE, Holdco, the Company, the Depositary, the transfer agent in respect of the Company Shares or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Company Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall MHE, Holdco, the Company, the Depositary, the transfer agent in respect of the Company Shares or any other

Person be required to recognize Dissenting Shareholders as holders of Company Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(b), and the names of such Dissenting Shareholders shall be removed from the registers of holders of Company Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(b) occurs. In addition to any other restrictions under section 185 of the OBCA, no holders of Company Shares who vote or have instructed a proxyholder to vote such Company Shares in favour of the Arrangement Resolution (but only in respect of such Company Shares) shall be entitled to exercise Dissent Rights.

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) Prior to the filing of the Articles of Arrangement, Holdco shall deposit, or arrange to be deposited, for the benefit of and in trust for Company Shareholders, cash with the Depositary in the aggregate amount of the loan contemplated in Section 2.3(a) of this Plan of Arrangement, and such other amounts, if necessary, such that the aggregate amount of all such amounts deposited with the Depositary shall be equal to the payments required by this Plan of Arrangement, with the amount per Company Share in respect of which Dissent Rights have been exercised being deemed to be the Consideration per Company Share for this purpose. The cash deposited with the Depositary shall be in same day funds and held in an interest-bearing account, and any interest earned on such funds shall be for the account of Holdco. Such money shall not be used for any purpose except as provided in this Plan of Arrangement.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Company Shares that were transferred pursuant to Section 2.3(c), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of Company Shares represented by such surrendered certificate shall be entitled to receive in exchange therefor, and as soon as practicable after the Effective Time the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Company Shares (together, if applicable, with any unpaid dividends or distributions declared on the Company Shares, if any, prior to the Effective Time) less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled. In the event of a transfer of ownership of Company Shares that was not registered on register of Company Shares, the amount of cash payable for such Company Shares under the Arrangement may be delivered to the transferee if the certificate representing such Company Shares is presented to the Depository as provided above, accompanied by all documents required to evidence and effect such transfer and to evidence that any applicable Company Share transfer taxes have been paid.

(c) Until surrendered as contemplated by this Section 4.1, each certificate that immediately prior to the Effective Time represented Company Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3. Any such certificate formerly representing Company Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former holder of Company Shares of any kind or nature against or in the Company or Holdco. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered and forfeited to the Company or Holdco, as applicable.

(d) The Company and Holdco will cause the Depositary, as soon as a former holder of Company Shares becomes entitled to a net cash payment in accordance with Sections 4.1(b), as applicable, to:

(i) forward or cause to be forwarded by first class mail (postage paid) to such former holder of Company Shares at the address specified by such former holder;

(ii) if requested by such former holder of Company Shares, make available at the offices of the Depositary for pick-up by such former holder; or

(iii) if such former holder of Company Shares neither specifies an address as described in Section 4.1(e)(i) nor provides a request as described in Section 4.1(e)(ii), forward or cause to be forwarded by first class mail (postage paid) to such former holder at the address of such former holder as shown on the applicable securities register maintained by or on behalf of the Company immediately prior to the Effective Time;

a cheque representing the net cash payment, if any, payable to such former holder in accordance with the provisions hereof.

(e) Any payment made by way of cheque by the Depositary (or the Company, if applicable) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or the Company) or that otherwise remains unclaimed, in each case, on or before the sixth anniversary of the Effective Time, and any right or claim to payment hereunder that remains outstanding on the sixth anniversary of the Effective Time shall cease to represent a right or claim of any kind or nature and the right of the holder to receive the consideration for the Company Shares pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to Holdco or the Company, as applicable, for no consideration.

(f) No holder of Company Shares shall be entitled to receive any consideration with respect to such Company Shares other than the cash payment(s), to which such holder is entitled to receive in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Company Shares that were transferred pursuant to Section 2.3 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will pay to such holder, in exchange for such lost, stolen or destroyed certificate, the cash which such holder has the right to receive under the Arrangement for such Company Shares, deliverable in accordance with such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Person to whom such cash is to be delivered shall, at the sole discretion of MHE, give a bond satisfactory to the Company, MHE and the Depositary (acting reasonably) in such sum as MHE may direct, or otherwise indemnify MHE and the Company in a manner satisfactory to MHE and the Company, acting reasonably, against any claim that may be made against MHE or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights

Holdco, the Company and the Depositary, as applicable, shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Company Shareholders under the Plan of Arrangement such amounts as Holdco, the Company or the Depositary, as applicable, are required or reasonably believe after considering the advice of counsel to be required to deduct and withhold from such consideration under any provision of any Laws in respect of Taxes. Any such amounts will be deducted, withheld and remitted from the consideration payable pursuant to the Plan of Arrangement, provided that such deducted and withheld amounts are actually remitted to the appropriate Governmental Entity in accordance with applicable Law, be treated for all purposes under the Arrangement Agreement as having been paid to the Company Shareholders in respect of which such deduction, withholding and remittance was made. Holdco, the Company and the Depositary shall be entitled to accept documentation from Shareholders which is required or which Holdco, the Company and the Depositary reasonably believe is required after considering the advice of counsel to reduce or eliminate withholding Taxes in accordance with applicable Law, including without limitation certificates or certifications of residency.

4.4 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

4.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Company Shares issued or outstanding prior to the Effective Time, (b) the rights and obligations of each of the holders of Company Shares, the Company, MHE, Holdco, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Company Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENTS

5.1 Amendments to Plan of Arrangement

(a) the Company and MHE may amend, modify and/or supplement this Plan of Arrangement in accordance with Arrangement Agreement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Company and MHE, (iii) if necessary, filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to the Company Shareholders if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement made in accordance with the Arrangement Agreement may be proposed by the Company at any time prior to the Company Meeting (provided that MHE shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if (i) it is consented to in writing by each of the Company and MHE, and (ii) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by MHE, provided that it concerns a matter which, in the reasonable opinion of MHE, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the former Company Shareholders.

ARTICLE 6
FURTHER ASSURANCES

6.1 Further Assurances

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.