SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY

JUL 10 2014

ENTERED

No. S-144185
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 AND 291 OF THE *BUSINESS CORPORATIONS ACT,* S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONG PNI DIGITAL MEDIA INC., ITS SECURITYHOLDERS, STAPLES, INC. AND STAPLES CANADA ACQUISITION ULC

PNI DIGITAL MEDIA INC.

PETITIONER

<u>FINAL ORDER MADE AFTER APPLICATION</u>

BEFORE	THE HONOURABLE JUSTICE Silverman	)	Thursday the 10th day of July, 2014

ON THE APPLICATION of the Petitioner, PNI Digital Media Inc. (the "Company") coming on for hearing at Vancouver, British Columbia on Thursday, July 10, 2014

AND ON HEARING Karen L.M. Carteri, counsel for the Petitioner, and no one appearing on behalf of any holders of record of common shares of the Company (the "Shareholders"), options of the Company (the "Optionholders") or warrants of the Company (the "Warrantholders" and collectively with the Shareholders and the Optionholders, the "Securityholders") or any other interested party, although notice of this hearing was given to Securityholders in accordance with the Interim Order of Master MacNaughton in these proceedings made on June 2, 2014 (the "Interim Order");

AND UPON reading the Petition herein filed May 29, 2014;

AND UPON reading the Interim Order;

AND UPON reading Affidavit #1 of Cameron Lawrence sworn May 29, 2014;

AND UPON reading Affidavit #2 of Cameron Lawrence sworn July 8, 2014;

AND UPON reading Affidavit #1 of David Andrews sworn July 8, 2014;

AND UPON being satisfied that the Shareholders approved the plan of arrangement (the "Plan of Arrangement"), a copy of which is attached hereto as Schedule A, in accordance with the terms of the Interim Order;

AND UPON considering the fairness of the terms and conditions of the arrangement involving the Company and the Securityholders set forth in the Plan of Arrangement (the "Arrangement") and the transactions contemplated thereunder and the rights and interests of the persons affected thereby;

AND UPON finding that the terms and conditions of the Arrangement and the transactions contemplated thereunder are fair and reasonable to the Securityholders;

THIS COURT ORDERS that:

1. Pursuant to the provisions of s. 291(4)(c) of the British Columbia *Business Corporation Act* S.B.C. 2002, c. 57, as amended (the "**BCBCA**"), the Arrangement including the terms and conditions thereof, is fair and reasonable, both substantively and procedurally, to the Securityholders;

2. The Arrangement proposed by the Company as provided in the Plan of Arrangement be and the same is hereby approved pursuant to the provisions of s. 291(4)(a) of the BCBCA;

3. The Arrangement shall be binding on the Company, the Securityholders, Staples, Inc. and Staples Canada Acquisition ULC as of the Effective Time (as such term is defined in the Plan of Arrangement); and

4. Each of Petitioner, Staples, Inc. and Staples Canada Acquisition ULC may at any time seek leave to vary this Final Order or seek the advice and direction with respect to the Plan of Arrangement or any other matter related to the Interim Order or Final Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Petitioner
Karen L.M. Carteri

By the Court

Registrar

SCHEDULE A
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"**Arrangement**" means the arrangement under Section 288 of the BCA 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 Arrangement Agreement or Section 5.1 of this Plan of Arrangement.

"**Arrangement Agreement**" means the arrangement agreement made as of May 1, 2014 among the Purchaser, Purchaser Parent and the Company (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

"**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement presented to the Company Shareholders at the Company Meeting, substantially in the form of Schedule B to the Arrangement Agreement.

"**BCA**" means the *Business Corporations Act* (British Columbia).

"**Business Day**" means a day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto, Ontario, Vancouver, British Columbia or New York, New York.

"**Common Shares**" means the Common Shares in the capital of the Company.

"**Company**" means PNI Digital Media Inc.

"**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, sent to the Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time.

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

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

"**Company Optionholders**" means holders of Company Options.

"**Company Securityholders**" means, collectively, the Company Shareholders, the Company Optionholders and the Company Warrantholders.

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

"**Company Warrants**" means compensation options of the Company, each exercisable into Common Shares at an exercise price of $1.15 per Common Share until December 20, 2015.

"**Company Warrantholders**" means holders of Company Warrants.

"**Consideration**" means $1.70 in cash per Common Share.

"**Court**" means the Supreme Court of British Columbia.

"**Depositary**" means Computershare Investor Services Inc.

"**Dissent Rights**" has the meaning specified in Schedule 3.1of this Plan of Arrangement.

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

"**Effective Date**" subject to Section 2.8(1) of the Arrangement Agreement, means the date which is two (2) Business Days after all of the conditions precedent to completion of the Arrangement have been satisfied or waived in accordance with Article 6 of the Arrangement Agreement or such other date as the Parties may agree, which, if applicable, shall be the date on which the applicable filings under the BCA are filed with the Registrar of Companies.

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

"**Exchanges**" means the Toronto Stock Exchange and the OTC Bulletin Board.

"**Final Order**" means the final order of the Court under Section 291 of the BCA in a form acceptable to the Parties, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Parties, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to the Parties, each acting reasonably) on appeal.

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

"**holder**" means a holder of Common Shares whose name appears in the register of holders of Common Shares maintained by or on behalf of the Company and, where applicable, includes joint holders of such Common Shares.

"**Interim Order**" means the interim order of the Court in a form acceptable to the Parties, 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 Parties, each acting reasonably.

"**Law**" means any applicable laws, including international, multinational, federal, national, provincial, state, municipal and local laws (statutory, common or otherwise), constitutions, treaties, conventions, statutes, principles of law and equity, rulings, ordinances, judgments, determinations, awards, decrees, injunctions, writs, certificates and orders, notices, bylaws, rules, regulations, ordinances, or other requirements, policies, guidelines, standards or instruments, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or licence or other similar requirement enacted, adopted, promulgated, or applied by any Governmental Entity (including the Exchanges) having the force of law, and the term "applicable" with respect to such Laws and in a context that refers to one or more persons, means such Laws as are binding upon or applicable to such person or its assets.

"**Lien**" means any mortgage, hypothec, pledge, assignment, charge, lien, prior claim, security interest, encroachment, option, right of first refusal or first offer, occupancy rights, covenants, restrictions adverse interest, adverse claim, other third person 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.

"**Letter of Transmittal**" means the letter of transmittal sent to holders of Common Shares for use in connection with the Arrangement.

"**Parties**" mean collectively, the Purchaser, Purchaser Parent and the Company.

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

"**Plan of Arrangement**" means this plan of arrangement proposed under Section 288 of the BCA, and any amendments or variations made in accordance with Section 8.1 of the Arrangement Agreement or Section 5.1of this plan of arrangement.

"**Purchaser**" means Staples Canada Acquisition ULC.

"**Purchaser Parent**" means Staples, Inc.

"**Stock Option Plan**" means the Company's 2012 stock option plan.

"**Tax Act**" means the *Income Tax Act* (Canada) and the rules and regulations promulgated thereunder.

1.2 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

(1) **Headings, etc.** The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.

(2) **Currency.** All references to dollars or to $ are references to Canadian dollars.

(3) **Gender and Number.** 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 (i) "including", "includes" and "include" mean "including (or includes or include) without limitation," (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) unless stated otherwise, "Article", "Section", and "Schedule" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Plan of Arrangement.

(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, Vancouver, British Columbia.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement will become effective, and be binding on the Purchaser, Purchaser Parent, the Company, all holders and beneficial owners of Common Shares, Company Options and Company Warrants, including Dissenting Holders, the registrant and transfer agency of the Company and the Depositary, at and after, the Effective Time without any further act or formality required on the part of any Person, except as expressly provided in this Plan of Arrangement.

2.3 Arrangement

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

(a) each Company Option which was conditionally exercised pursuant to Section 2.7(1)(b) of the Arrangement Agreement shall be deemed to have been exercised for a Common Share pursuant to the terms of such Company Option, the Stock Option Plan and the conditional exercise procedures implemented in connection with Section 2.7(1)(b) of the Arrangement Agreement, less applicable withholdings;

(b) each Company Option outstanding immediately prior to the Effective Time (whether vested or unvested and, for greater certainty, not including those Company Options referenced in Section 2.3(a) above), notwithstanding the terms of the Stock Option Plan, shall be deemed to be unconditionally vested and exercisable, and such Company Option shall, without any further action by or on behalf of a Company Optionholder, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Option, less applicable withholdings, and such Company Option shall immediately be cancelled;

(c) each holder of Company Options shall cease to be a holder of such Company Options, such holder's name shall be removed from each applicable register and the Stock Option Plan, and all agreements relating to the Company Options shall be terminated and shall be of no further force and effect, and such holder shall thereafter have only the right to receive the consideration to which they are entitled pursuant to Section 2.3(b) at the time and in the manner specified in;

(d) each Company Warrant outstanding immediately prior to the Effective Time, notwithstanding the terms of the Company Warrant, shall, without any further action by or on behalf of a holder thereof, be deemed to be assigned and transferred by such holder to the Company in exchange for a cash payment from the Company equal to the amount (if any) by which the Consideration exceeds the exercise price of such Company Warrant, less applicable withholdings, and such Company Warrant shall immediately be cancelled;

(e) each holder of Company Warrants shall cease to be a holder of such Company Warrants, such holder's name shall be removed from each applicable register, and all agreements relating to the Company Warrants shall be terminated and shall be of no further force and effect, and such holder shall thereafter have only the right to receive the consideration to which they are entitled pursuant to Section 2.3(d) at the time and in the manner specified in;

(f) each Common Share (including, for greater certainty, a Common Share issuable on the exercise of a Company Option under Section 2.3(a)) outstanding at the Effective Time, other than a Common Share held by a Dissenting Holder who has validly exercised his, her or its Dissent Right, shall be deemed to be assigned and transferred by the holder thereof to the Purchaser in exchange for the Consideration for each Common Share held;

(g) each Common Share in respect of which a holder of Common Shares has validly exercised his, her or its Dissent Right shall be directly assigned and transferred by such Dissenting Holder to the Purchaser (free and clear of all Liens) in accordance with Section 3.1; and

(h) the names of the holders of the Common Shares transferred to the Purchaser shall be removed from the applicable registers of holders of Common Shares, the holders of the Common Shares shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Common Shares in accordance with this Section 2.3, and the Purchaser shall be recorded as the registered holder of the Common Shares so transferred and shall be deemed the legal and beneficial owner thereof.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Rights of Dissent

Holders of Common Shares may exercise dissent rights ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Division 2 of Part 8 of the

BCA, as modified by the Interim Order, the Final Order, and this Section 3.1; provided that, notwithstanding Section 242 of the BCA, the written objection to the Arrangement Resolution referred to in Section 242 of the BCA must be received by the Company not later than 2:00 p.m. (Vancouver time) on the Business Day that is two (2) Business Days immediately preceding the date of the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Common Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(f) and if they:

(a) ultimately are entitled to be paid fair value for such Common Shares, which fair value shall be determined in accordance with the procedures applicable to the payout value set out in Sections 244 and 245 of the BCA and determined as of the close of business on the day before the Effective Date, will be entitled to be paid by the Purchaser the fair value of such Common Shares, and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Common Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the Consideration contemplated in Section 2.3(e) hereof that such holder would have received pursuant to the Arrangement if such registered holder had not exercised Dissent Rights.

3.2 Recognition of Dissenting Holders

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

(b) For greater certainty, in no case shall the Purchaser, the Company or any other Person be required to recognize Dissenting Holders as holders of Common Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 2.3(f)and the names of such Dissenting Holders shall be removed from the registers of holders of Common Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 2.3(f) occurs. In addition to any other restrictions under Division 2 of Part 8 of the BCA, holders of Common Shares who vote, or who have instructed a proxyholder to vote, in favour of the Arrangement Resolution shall not be entitled to exercise Dissent Rights and shall be deemed to have not exercised Dissent Rights in respect of such Company Shares.

ARTICLE 4
CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration

(a) The Purchaser shall deposit for the benefit of holders of Company Securityholders, cash with the Depositary in the aggregate amount equal to the payments in respect thereof required by the 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 applicable Common Share for this purpose). The cash deposited with the Depositary shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(e), 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 Common Shares represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder, the cash which such holder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.

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

(d) As soon as practicable following the Effective Date, the Depositary shall deliver, on behalf of the Company, to each holder of Company Options, as reflected on the register maintained by or on behalf of the Company in respect of the Company's option plan, a cheque representing the cash payment, if any, which such holder is entitled to receive pursuant to Section 2.3(a), less any amounts required to be withheld pursuant to Section 4.3.

(e) As soon as practicable following the Effective Date, the Depositary shall deliver, on behalf of the Company, to each holder of Company Warrants, as reflected on the register maintained by or on behalf of the Company therefor, a cheque representing the cash payment, if any, which such holder is entitled to receive pursuant to Section 2.3(c), less any amounts required to be withheld pursuant to Section 4.3.

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

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

4.2 Lost Certificates

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

4.3 Withholding Rights

The Purchaser, the Company and the Depositary shall be entitled to deduct and withhold from any amount payable to any Person under the Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such amounts as the Purchaser, the Company or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any other Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.

4.4 No Liens

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

4.5 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares issued prior to the Effective Time, (b) the rights and obligations of the Company Shareholders, the Company, the Purchaser, Purchaser Parent, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares 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 may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must (i) be set out in writing, (ii) be approved by the Purchaser and Purchaser Parent, (iii) filed with the Court and, if made following the Company Meeting, approved by the Court, and (iv) communicated to holders of Common Shares if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting (provided that the Purchaser and Purchaser Parent 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 Parties (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by some or all of the Company Shareholders voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser or Purchaser Parent, provided that it concerns a matter which, in the reasonable opinion of the Purchaser or Purchaser Parent, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

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 further to document or evidence any of the transactions or events set out in this Plan of Arrangement.