

AMENDED AND RESTATED BY-LAW NO. 1

A by-law relating generally to
the transaction of the business
and affairs of

**STELCO HOLDINGS INC.
(the "Corporation")**

DIRECTORS

1. **Calling of and notice of meetings** Meetings of the board will be held on such day and at such time and place as the Chief Executive Officer or Corporate Secretary of the Corporation or any two directors may determine. Notice of meetings of the board will be given to each director not less than 48 hours before the time when the meeting is to be held. Each newly elected board may without notice hold its first meeting for the purposes of organization and the appointment of officers immediately following the meeting of shareholders at which such board was elected.
2. **Quorum** A majority of the directors in office constitutes a quorum at any meeting of directors.
3. **Meeting by Telephone** If all the directors consent, a director may participate in a meeting of the board or of a committee of the board by means of such telephonic, electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other during the meeting, and a director participating in such a meeting by such means is deemed to be present at that meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of the board held while a director holds office.
4. **Votes to govern** At all meetings of the board every question will be decided by a majority of the votes cast on the question; and in case of an equality of votes the chair of the meeting will not be entitled to a second or casting vote.
5. **Interest of directors and officers generally in contracts** No director or officer will be disqualified by his or her office from contracting with the Corporation nor will any contract or arrangement entered into by or on behalf of the Corporation with any director or officer or in which any director or officer is in any way interested be liable to be voided nor will any director or officer so contracting or being so interested be liable to account to the Corporation for any profit realized by any such contract or arrangement by reason of such director or officer holding that office or of the fiduciary relationship thereby established provided that, in each case, the director or officer has complied with the provisions of the *Canada Business Corporations Act*.

SHAREHOLDERS' MEETINGS

6. **Quorum** At any meeting of shareholders a quorum will be two persons present in person or by telephonic or electronic means and each entitled to vote at the meeting and holding or representing by proxy not less than 15% of the votes entitled to be cast at the meeting.
7. **Meetings by telephonic or electronic means** A meeting of the shareholders may be held by telephonic or electronic means.

8. Postponement or cancellation of meetings A meeting of shareholders may be postponed or cancelled by the board at any time prior to the date of the meeting.

9. Procedures at meetings The board may determine the procedures to be followed at any meeting of shareholders including, without limitation, the rules of order. Subject to the foregoing, the chair of a meeting may determine the procedures of the meeting in all respects.

10. Advance Notice Provisions

For purposes of this Section 10:

“**Applicable Securities Laws**” means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada;

“**public announcement**” means disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and

“**Representatives**” of a person means the affiliates and associates of such person, all persons acting jointly or in concert with any of the foregoing, and the affiliates and associates of any of such persons acting jointly or in concert, and “**Representative**” means any one of them.

- (a) Subject only to the *Canada Business Corporations Act*, and for so long as the Corporation is a distributing corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors,
 - (i) by or at the direction of the board, including pursuant to a notice of meeting;
 - (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Canada Business Corporations Act* or a requisition of the shareholders made in accordance with the provisions of the *Canada Business Corporations Act*; or
 - (iii) by any person (a “**Nominating Shareholder**”):
 - A. who, at the close of business on the date of the giving of the notice provided for below in this Section 9 and at the close of business on the record date for notice of such meeting of shareholders, is entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and

- B. who complies with the notice procedures set forth below in this Section 9.
- (b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must have given timely notice thereof (in accordance with Section 9(c) below) in proper written form to the board (in accordance with Section 9(d) below).
- (c) To be timely, a Nominating Shareholder's notice to the board must be made:
- (i) in the case of an annual meeting of shareholders (which includes an annual and special meeting), not less than 30 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 50 days after the date (the "**Notice Date**") that is the earlier of the date that a notice of meeting is filed for such meeting or the date on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the 10th day following the Notice Date; and
 - (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes as well), not later than the close of business on the 15th day following the day that is the earlier of the date that a notice of meeting is filed for such meeting or the date on which the first public announcement of the date of the special meeting of shareholders was made.
- (d) To be in proper written form, a Nominating Shareholder's notice to the board must:
- (i) set forth, as to each person whom the Nominating Shareholder proposes to nominate for election as a director (each, a "**Proposed Nominee**"):
 - A. the name, age, business address and residential address of the person;
 - B. the principal occupation or employment of the person for the past five years;
 - C. the status of such person as a "**resident Canadian**" (as such term is defined in the *Canada Business Corporations Act*);
 - D. the class or series and number of shares which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice;
 - E. full particulars regarding any contract, agreement, arrangement, understanding or relationship (collectively, "**Arrangements**"),

including without limitation financial, compensation and indemnity related Arrangements, between the Proposed Nominee or any associate or affiliate of the Proposed Nominee and any Nominating Shareholder or any of its Representatives; and

- F. any other information relating to the Proposed Nominee or his or her associates or affiliates that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Canada Business Corporations Act* and Applicable Securities Laws.
- (ii) set forth, as to each Nominating Shareholder giving the notice and each beneficial owner, if any, on whose behalf the nomination is made:
- A. the name, age, business address and, if applicable, residential address of such person;
 - B. their direct or indirect beneficial ownership in, or control or direction over, any class or series of securities of the Corporation, including the number or principal amount;
 - C. full particulars regarding (1) any proxy or other Arrangement pursuant to which such person or any of its Representatives has a right to vote or direct the voting of any shares of the Corporation, and (2) any other Arrangement of such person or any of its Representatives relating to the voting of any shares of the Corporation or the nomination of any person(s) to the board;
 - D. full particulars regarding any Arrangement of such person or any of its Representatives, the purpose or effect of which is to alter, directly or indirectly, the economic interest of such person or any of its Representatives in a security of the Corporation or the economic exposure of any such person or any of its Representatives to the Corporation;
 - E. full particulars regarding any Arrangement, including without limitation financial, compensation and indemnity related Arrangements, between the Proposed Nominee or any associate or affiliate of the Proposed Nominee and such person or any of its Representatives;
 - F. a representation and proof that the Nominating Shareholder is a holder of record of securities of the Corporation, or a beneficial owner, entitled to vote at such meeting and intends to appear in person or by proxy at the applicable shareholders' meeting to propose such nomination;
 - G. a representation as to whether such person or any of its Representatives intends to deliver a proxy circular and/or form of proxy to any shareholder of the Corporation in connection with

such nomination or otherwise solicit proxies or votes from shareholders of the Corporation in support of such nomination; and

- H. any other information relating to such person or any of its Representatives that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Canada Business Corporations Act and Applicable Securities Laws.

The Corporation may require any Proposed Nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such Proposed Nominee to serve as a director of the Corporation or a member of any committee of the board, including with respect to independence or any other relevant criteria for eligibility (including any stock exchange requirements) or that could be material to a reasonable shareholder's understanding of the independence or eligibility, or lack thereof, of such Proposed Nominee.

- (e) All information to be provided in a timely notice pursuant to Section 9(d) above shall be provided as of the record date for determining shareholders entitled to vote at the meeting (if such date shall then have been publicly announced) and as of the date of such notice. The Nominating Shareholder shall update such information forthwith if there are any material changes in the information previously disclosed.
- (f) For the avoidance of doubt, Section 9(a) above shall be the exclusive means for any person to bring nominations for election to the board before any annual or special meeting of shareholders of the Corporation. No person shall be eligible for election as a director of the Corporation unless such person has been nominated in accordance with the provisions of this Section 9; provided, however, that nothing in this Section 9 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which such shareholder would have been entitled to submit a proposal pursuant to the *Canada Business Corporations Act*. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.
- (g) Notwithstanding any other provision of this Section 9 or any other by-law of the Corporation, any notice or other document or information required to be given to the board pursuant to this Section 9 may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the board for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery to the board at the address of the principal executive offices of the Corporation, emailed (to the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not

a business day or later than 5:00 p.m. (Toronto time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

- (h) Notwithstanding the foregoing, the board may, in its sole discretion, waive all or any of the requirements in this Section 10.

INDEMNIFICATION

11. Indemnification of directors and officers The Corporation will indemnify any director or officer of the Corporation, any former director or officer of the Corporation or any individual who acts or acted at the Corporation's request as a director or officer, or in a similar capacity, of another entity, and his or her heirs and legal representatives to the extent permitted by the *Canada Business Corporations Act*.

12. Indemnity of others Except as otherwise required by the *Canada Business Corporations Act* and subject to Section 11, the Corporation may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as an employee, agent of or participant in another entity, against expenses (including legal fees), judgments, fines and any amount actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the best interests of the other entity for which he or she served at the Corporation's request and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that his or her conduct was lawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction will not, of itself, create a presumption that the person did not act honestly and in good faith with a view to the best interests of the Corporation or other entity and, with respect to any criminal or administrative action or proceeding that is enforced by a monetary penalty, had no reasonable grounds for believing that his or her conduct was lawful.

13. Right of indemnity not exclusive The provisions for indemnification contained in the by-laws of the Corporation will not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of shareholders or directors or otherwise, both as to action in his or her official capacity and as to action in another capacity, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of that person's heirs and legal representatives.

14. No liability of directors or officers for certain matters To the extent permitted by law, no director or officer for the time being of the Corporation will be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation will be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or body corporate with whom or which any moneys, securities or other assets belonging to the Corporation will be lodged or deposited or for any loss, conversion, misapplication or

misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto unless the same will happen by or through his or her failure to act honestly and in good faith with a view to the best interests of the Corporation and in connection therewith to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. If any director or officer of the Corporation is employed by or performs services for the Corporation otherwise than as a director or officer or is a member of a firm or a shareholder, director or officer of a body corporate which is employed by or performs services for the Corporation, the fact that the person is a director or officer of the Corporation will not disentitle such director or officer or such firm or body corporate, as the case may be, from receiving proper remuneration for such services.

BANKING ARRANGEMENTS, CONTRACTS, ETC.

15. Banking arrangements The banking business of the Corporation, or any part thereof, will be transacted with such banks, trust companies or other financial institutions as the board may designate, appoint or authorize from time to time and all such banking business, or any part thereof, will be transacted on the Corporation's behalf by one or more officers or other persons as the board may designate, direct or authorize from time to time.

16. Execution of instruments Contracts, documents or instruments in writing requiring execution by the Corporation will be signed by hand by any one officer or director of the Corporation (whether under the corporate seal of the Corporation, if any, or otherwise) and all contracts, documents or instruments in writing so signed will be binding upon the Corporation without any further authorization or formality. The board is authorized from time to time by resolution

- (a) to appoint any officer or any other person on behalf of the Corporation to sign by hand (whether under the corporate seal of the Corporation, if any, or otherwise) and deliver either contracts, documents or instruments in writing generally or to sign either by hand or by electronic transmission or mechanical signature or otherwise (whether under the corporate seal of the Corporation, if any, or otherwise) and deliver specific contracts, documents or instruments in writing, and
- (b) to delegate to any two officers of the Corporation the powers to designate, direct or authorize from time to time in writing one or more officers or other persons on the Corporation's behalf to sign either by hand or by electronic transmission or mechanical signature or otherwise (whether under the corporate seal of the Corporation, if any, or otherwise) and deliver contracts, documents or instruments in writing of such type and on such terms and conditions as such two officers see fit.

Contracts, documents or instruments in writing that are to be signed by hand may be signed electronically. The term "contracts, documents or instruments in writing" as used in this by-law includes without limitation deeds, mortgages, charges, conveyances, powers of attorney, transfers and assignments of property of all kinds (including specifically but without limitation transfers and assignments of shares, warrants, bonds, debentures or other securities), proxies for shares or other securities and all paper writings.

MISCELLANEOUS

17. Invalidity of any provisions of this by-law The invalidity or unenforceability of any provision of this by-law will not affect the validity or enforceability of the remaining provisions of this by-law.

18. Omissions and errors The accidental omission to give any notice to any shareholder, director, officer or auditor or the non-receipt of any notice by any shareholder, director, officer or auditor or any error in any notice not affecting its substance will not invalidate any action taken at any meeting to which the notice related or otherwise founded on the notice.

INTERPRETATION

19. Interpretation In this by-law and all other by-laws of the Corporation words importing the singular number only include the plural and vice versa; words importing any gender include all genders; words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities; "board" means the board of directors of the Corporation; "*Canada Business Corporations Act*" means the *Canada Business Corporations Act*, R.S.C., 1985 c. C-44 as from time to time amended, re-enacted or replaced; "meeting of shareholders"; and terms that are not otherwise defined in this by-law have the meanings attributed to them in the *Canada Business Corporations Act* means an annual meeting of shareholders and/or a special meeting of shareholders. Schedule "A" to this by-law forms part of this by-law, and all references to "this by-law" and similar expressions include references to Schedule "A".

This Amended and Restated By-Law No. 1 was made by resolution of the directors of the Corporation as of November 2, 2017.

This Amended and Restated By-Law No. 1 was confirmed by ordinary resolution of the sole shareholder of the Corporation as of November 2, 2017.

“David Cheney”

David Cheney

“Paul Simon”

Paul Simon

SCHEDULE "A"

1. Interpretation

(a) As used in this Schedule, the following terms shall have the following meanings unless the context otherwise requires:

"Affiliate" has the meaning given to it in NI 45-106, subject to the terms "person" and "issuer" in NI 45-106 being ascribed the same meaning as the term "Person" in this Schedule;

"Audit Committee" means the Audit Committee of the board;

"Bedrock Group" means, collectively, Bedrock Industries B.V. and the Permitted Holders that are party to the Investor Rights Agreement from time to time;

"Bedrock Group Director" means a director that was designated by the Bedrock Group for election as Nominee or appointed pursuant to this Schedule;

"Bedrock Group Representative" means the representative appointed by each Permitted Holder that is a party under the terms of the Investor Rights Agreement;

"By-law No. 1" means the Amended and Restated By-law No. 1 of the Corporation;

"Canadian Securities Authorities" means the "Canadian securities regulatory authorities" as defined in National Instrument 14-101 – Definitions, and any of their successors, including the Capital Markets Regulatory Authority pursuant to the Cooperative Capital Markets Regulatory System;

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

"Director Election Meeting" means any meeting of shareholders of the Corporation at which directors are to be elected to the board;

"Exchange" means, collectively, each stock exchange or marketplace, including any over-the-counter market, on which the Common Shares are listed or traded;

"Independent Director" means a director who is independent of the Corporation within the meaning of NI 52-110;

"Investor Rights Agreement" means the investor rights agreement dated November 10, 2017 between the Corporation and Bedrock Industries B.V.;

"IPO" means the underwritten initial public offering of common shares of the Corporation pursuant to a prospectus filed with the Canadian securities regulatory authorities in each of the provinces and territories of Canada;

"NI 45-106" means National Instrument 45-106 - *Prospectus Exemptions*;

"NI 52-110" means National Instrument 52-110 - *Audit Committees*;

“Nominee” means each nominee that is proposed for election as a director by the Corporation and included in a management information circular of the Corporation relating to a Director Election Meeting;

“Permitted Holder” means (i) any of Bedrock Industries B.V. and Bedrock Industries L.P. and any of their respective Affiliates and (ii) any Person or fund controlled, directly or indirectly, or managed by Lindsay Goldberg LLC and/or any of its Affiliates;

“Person” includes a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated organization, an association, a union, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning;

“Securities Laws” means the securities laws, regulations and rules of each of the provinces and territories of Canada, the forms and disclosure requirements made or promulgated under those laws, regulations or rules, the published policy statements, rules, orders and companion policies of or administered by the Canadian Securities Authorities, and applicable published discretionary rulings, blanket orders or orders issued by the Canadian Securities Authorities pursuant to such laws, regulations, rules and policy statements, all as amended and in effect from time to time; and

“Schedule” means this Schedule “A” to By-law No. 1.

(b) In this Schedule, all references to Sections followed by a number mean and refer to the specified Section of this Schedule unless otherwise specified. All references to specific Sections followed by a number are references to the whole of the Section bearing that number, including all subsidiary provisions containing that same number as a prefix.

2. Number of directors Immediately following the closing of the IPO, the Board shall consist of 6 Directors, of which 4 shall be Bedrock Group Directors. The number of directors on the board shall not be increased above 6 without the prior written consent of the Bedrock Group, provided that at the relevant time the Bedrock Group holds at least 40% of the outstanding Common Shares (calculated on a non-diluted basis). Following the closing of the IPO, the Bedrock Group shall at any time be entitled to designate an individual for appointment to the Board as the fifth Bedrock Group Director and seventh Director of the Board provided that at such time the Bedrock Group holds at least 50% of the Common Shares outstanding (on a non-diluted basis).

3. Nomination procedure for Bedrock Group Directors

(a) As long as the Bedrock Group has a right to designate 1 or more Nominees under Section 4, the Corporation shall notify the Bedrock Group Representative of its intent to hold a Director Election Meeting at least 75 days prior to the date of such Director Election Meeting.

(b) For so long as the Bedrock Group has the right to designate 1 or more Nominees under Section 4, the Corporation shall, subject to Section 9, and provided that the Bedrock Group has notified the Corporation of its designated Nominees not less than 45 days prior to the date of the Director Election Meeting, nominate for election and include in any management information circular relating to any

Director Election Meeting (or submit to shareholders by written consent if applicable), each person designated as Nominee by the Bedrock Group and take all steps that may be necessary or appropriate to recognize, enforce and comply with the rights of the Bedrock Group under Sections 2 through 9 inclusive.

- (c) For greater certainty, the Bedrock Group's designation of Nominees and the Corporation's subsequent nomination of such Nominees for election under this Schedule and the terms of the Investor Rights Agreement shall constitute a nomination by or at the election of the board pursuant to Section 10(a)(i) of By-Law No. 1.

4. Nomination rights of the Bedrock Group In respect of any Director Election Meeting, as long as the Bedrock Group holds, directly or indirectly:

- (a) at least 50% of the Common Shares outstanding (on a non-diluted basis), the Bedrock Group shall be entitled to designate the greater of (i) 5 Nominees and (ii) 60% of the Nominees, rounding up to the nearest whole number;
- (b) at least 40% of the Common Shares outstanding, but less than 50% thereof (each on a non-diluted basis), the Bedrock Group shall be entitled to designate the greater of (i) 4 Nominees and (ii) 50% of the Nominees, rounding up to the nearest whole number;
- (c) at least 30% of the Common Shares outstanding, but less than 40% thereof (each on a non-diluted basis), the Bedrock Group shall be entitled to designate the greater of (i) 3 Nominees and (ii) 37.5% of the Nominees, rounding up to the nearest whole number;
- (d) at least 20% of the Common Shares outstanding, but less than 30% thereof (each on a non-diluted basis), the Bedrock Group shall be entitled to designate the greater of (i) 2 Nominees and (ii) 25% of the Nominees, rounding up to the nearest whole number; and
- (e) at least 10% of the Common Shares outstanding, but less than 20% thereof (each on a non-diluted basis), the Bedrock Group shall be entitled to designate the greater of (i) 1 Nominee and (ii) 12.5% of the Nominees, rounding up to the nearest whole number.

5. Nomination rights on increase in size of the board If the size of the board is increased between Director Election Meetings, then as long as the Bedrock Group has the right to designate 1 or more Nominees under Section 4, the Bedrock Group shall be entitled to designate that number of Nominees such that the Bedrock Group's nomination rights under Section 4 are satisfied in respect of such larger board, and the Corporation shall, subject to Section 9, appoint to the board each individual designated by the Bedrock Group pursuant to this Section 5 and take all steps which may be necessary or appropriate to recognize, enforce and comply with the rights of the Bedrock Group under this Section 5.

6. Nominees designated by the board The selection of Nominees, other than the Nominees designated by the Bedrock Group pursuant to Sections 4 and 5 (including in the case of any designation right of the Bedrock Group having not been exercised pursuant thereto), shall rest with the board or, if so determined by the board, the Compensation, Governance and

Nominating Committee of the board, or such other committee as may be delegated such authority by the board from time to time. The Corporation shall take all necessary action to nominate Nominees under this Section 6 in such a manner that, after giving effect to the nomination of the Nominees designated by the Bedrock Group pursuant to Sections 4 and 5, the Nominees as a group include:

- (a) at least 2 Nominees that would be independent within the meaning of Section 1.4 of NI 52-110; provided that no later than one year after the date of the receipt for the final prospectus in respect of the IPO, at least 3 Nominees are independent within the meaning of Section 1.4 of NI 52-110;
- (b) at least 3 Nominees that, if directors, would be Independent Directors (provided that, in accordance with Section 10 hereof, the Corporation may temporarily rely on the exemption in Section 3.2(2) of NI 52-110 for one year after the date of the receipt for the final prospectus in respect of the IPO); and
- (c) resident Canadians such that at least 25% of the Nominees as a group are resident Canadians (as defined in the *Canada Business Corporations Act*), rounding up to the nearest whole number,

provided that, for greater certainty, any Nominee may satisfy more than one of the criteria referred to in Section 6(a)-(c).

7. Replacement of Bedrock Group Directors If any director designated by the Bedrock Group resigns, is removed, or is unable to serve for any reason prior to the expiration of his or her term as a director, then the Bedrock Group shall be entitled to designate a replacement to be appointed by the board as director as soon as reasonably practicable, except if the Bedrock Group would have otherwise ceased to be entitled to designate such Nominee pursuant to Section 4.

8. Resignation of Bedrock Group Directors The Bedrock Group shall cease to have any rights or obligations under Sections 2 through 9 inclusive immediately upon ceasing to have the right to designate any Nominee pursuant to the terms of Section 4.

9. Requirements of directors Notwithstanding anything to the contrary in this Schedule:

- (a) each individual proposed to be a Nominee by the Corporation (including each Nominee designated by the Bedrock Group) shall, as a condition to their nomination (in the case of Nominees to be elected at a Director Election Meeting) or appointment (in the case of Nominees to be appointed as a director between Director Election Meetings), execute and deliver to the Corporation their irrevocable written consent to the participation by any director in any meeting of the board or any committee of the board by means of telephonic, electronic or other communication facility that permits all persons participating in the meeting to communicate adequately with each other, in such form as provided by the Corporation; and
- (b) each director (including each Bedrock Group Director) shall, at all times while serving on the board or a committee of the board, meet the qualification requirements to serve as a director under the *Canada Business Corporations Act*, applicable Securities Laws and applicable rules of the Exchange.

10. Bedrock Group committee rights

- (a) For so long as the Bedrock Group has a right to designate 1 or more Nominees under Section 4, the Bedrock Group shall be entitled at any time and from time to time, to designate 1 Bedrock Group Director for appointment to each committee of the board, subject to applicable Securities Laws and applicable rules of the Exchange; provided that after the date that is one year after the date of the receipt for the final prospectus in respect of the IPO, the Bedrock Group shall no longer be entitled to designate a Bedrock Group Director for appointment to the Audit Committee.
- (b) All other members of the committees of the board shall be selected by the board after selection of the directors designated in Section 10(a), subject to applicable Securities Laws and applicable rules of the Exchange, provided that (i) the Audit Committee has at least 2 directors that are Independent Directors, and, no later than the date that is one year from the date of the receipt for the final prospectus in respect of the IPO, 3 directors that are Independent Directors, and (ii) all other committees of the board have at least 1 director that is independent within the meaning of Section 1.4 of NI 52-110.

11. Chair. The chair of the board shall be elected by the board as a whole.

12. Written consent or resolutions The provisions of this Schedule applicable to Director Election Meetings shall apply *mutatis mutandis* to any written consent or resolutions of shareholders relating to the election of directors.

13. Bedrock Group Representative. Any rights to be exercised in this Schedule by the Bedrock Group are to be exercised solely by the Bedrock Group Representative. The Corporation is entitled to rely upon any document or other instrument delivered by the Bedrock Group Representative as being authorized or directed to be delivered by each member of the Bedrock Group, and the Corporation is not liable to the Bedrock Group for any action taken or omitted to be taken by the Corporation based on such reliance.

14. Waiver. Notwithstanding the foregoing, any action taken by the Corporation in reliance upon a written waiver received by the Corporation signed by the Bedrock Group Representative on behalf of the Bedrock Group of all or any of its rights in this Schedule shall be valid but only to the extent of the waiver of rights set forth expressly in such waiver. No such waiver by the Bedrock Group of all or any of its rights in this Schedule, in one or more instances, shall be deemed to be or construed as a further or continuing waiver of that or any other rights contained in this Schedule (whether or not similar).