

EXHIBIT "A"

PLAN OF ARRANGEMENT

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions.

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms have the following 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 thereto made in accordance with the Agreement and this Plan of Arrangement or made at the direction of the Court in the Final Order (with the prior written consent of each of the Company and the Purchaser, acting reasonably).

"Agreement" means the Agreement dated as of March 19, 2018 between the Company, the Purchaser and Martello providing for, among other things, the Arrangement and the purchase of the Purchased Shares of the Purchased Corporations, as the same may be amended, supplemented and/or restated from time to time, including all schedules to it.

"Articles of Arrangement" means the articles of arrangement of the Company in respect of the Arrangement that are required by the OBCA to be sent to the Director after the Final Order is made, which are to be in form and substance satisfactory to each of the Company and the Purchaser, acting reasonably.

"Certificate" means the certificate of arrangement giving effect to the Arrangement, issued pursuant to subsection 183(2) of the OBCA after the Articles of Arrangement have been filed.

"Class B Shares" means the Class B Shares in the capital of the Company.

"Company" means Acasta Enterprises Inc., a corporation existing under the laws of the Province of Ontario.

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

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

"Effective Date" means the date of the Certificate.

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

"Final Order" means the order of the Court pursuant to Section 182 of the OBCA, in form and substance satisfactory to the Purchaser and the Company, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of the Purchaser and the Company, 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 satisfactory to the Purchaser and the Company, each acting reasonably) on appeal.

“Governmental Entity” means any:

- (a) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local or other;
- (b) any subdivision or authority of any of the above;
- (c) any stock exchange; or
- (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“OBCA” means the *Business Corporations Act* (Ontario).

“Person” includes an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Plan of Arrangement”, “hereof”, “herein”, “hereto” and similar references mean and refer to this plan of arrangement.

“Purchaser” means Bariflow Limited, an entity formed under the laws of the Republic of Cyprus.

“Redeemed Shares” means 26,000,000 Class B Shares.

1.2 Terms Defined in Agreement or OBCA

Words and phrases used herein that are defined in the Agreement and not defined herein have the same meaning herein as in the Agreement, unless the context otherwise requires. Words and phrases used herein that are defined in the OBCA and not defined herein or in the Agreement have the same meaning herein as in the OBCA, unless the context otherwise requires.

1.3 Certain Rules of Interpretation

- (a) *Interpretation Not Affected by Headings.* The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and do not affect the meaning or interpretation of this Agreement.
- (b) *Including.* Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (c) *Article References.* Unless the contrary intention appears, references in this Agreement to an Article, Section, Subsection or Schedule by number or letter or both refer to the Article, Section, Subsection or Schedule, respectively, bearing that designation in this Agreement.
- (d) *Number and Gender.* In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.
- (e) *Date for Any Action.* If the date on which any action is required to be taken under this Agreement by a Party is not a business day in the place where the action is required to be taken, such action is required to be taken on the next succeeding day that is a business day in such place.

- (f) *Currency.* Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.
- (g) *Statutory References.* A references to a particular statute or Law is to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.
- (h) *Time References.* References to time are to local time, Toronto, Ontario, Canada.

ARTICLE 2 AGREEMENT

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Agreement. This Plan of Arrangement becomes effective at, and is binding at and after, the Effective Time on the Purchaser Parties, the Company and all persons who were immediately prior to the Effective Time holders or beneficial owners of the Class B Shares, and all other Persons, without any further act or formality required on the part of any Person.

ARTICLE 3 ARRANGEMENT

3.1 Arrangement

At the Effective Time, the stated capital account maintained by the Company in respect of the Class B Shares shall be reduced by such amount that will result in the stated capital amount maintained by the Company for the Class B Shares equalling \$206,000,000 immediately after such reduction, without any payment being made to holders of Class B Shares on such reduction.

ARTICLE 4 AMENDMENTS

4.1 Amendments to Plan of Arrangement

- (a) The Purchaser Parties and 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 Parties and the Company;
 - (iii) be filed with the Court and, if made following the Final Order approved by the Court; and
 - (iv) be communicated to the holders of Class B Shares if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Company on notice to the Purchaser Parties, provided that it concerns a matter that, in the reasonable opinion of the Company, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of the Purchaser Parties or any shareholder of the Purchaser Parties.

THIS IS TO CERTIFY THAT THIS DOCUMENT EACH PAGE OF WHICH IS STAMPED WITH THE SEAL OF THE SUPERIOR COURT OF JUSTICE AT TORONTO, IS A TRUE COPY OF THE DOCUMENT ON FILE IN THIS OFFICE

LA PRESENT ATTESTE QUE CE DOCUMENT, DON'T CHACUNE DES PAGES EST REVETUE DU SCEAU DE LA COUR SUPERIEURE DE JUSTICE A TORONTO, EST UNE COPIE CONFORME DU DOCUMENT CONSERVE DANS CE BUREAU

EXHIBIT "B"

Commercial List Court File No. CV-18-594265-00CL

DATED AT TORONTO THIS 23 DAY OF March 20 18
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ONTARIO

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REGISTRAR

GREFFIER SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST



THE HONOURABLE
JUSTICE HAINES

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FRIDAY, THE 23rd

DAY OF MARCH, 2018

IN THE MATTER OF AN APPLICATION under section 182 of the *Business Corporations Act* (Ontario), being R.S.O. 1990, c. B.16 and rule 14.05(2) of the *Rules of Civil Procedure*

AND IN THE MATTER OF a proposed plan of arrangement involving Acasta Enterprises Inc.

ORDER

THIS APPLICATION made by the Applicant, Acasta Enterprises Inc., pursuant to section 182 of the *Business Corporations Act* (Ontario), R.S.O. 1990, c. B.16, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on March 19, 2018, the affidavit of Ian Kidson sworn March 20, 2018, together with the exhibits thereto, and

ON HEARING the submissions of counsel for the Applicant, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section,

1. THIS COURT ORDERS that service of the Notice of Application, the Application Record and the Factum is hereby dispensed with.

2. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.

3. **THIS COURT ORDERS** that the Applicant shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 23 2018

PER / PAR:



SCHEDULE "A"

SCHEDULE 2.6
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IN THE MATTER OF AN APPLICATION under section 182 of the *Business Corporations Act (Ontario)*, R.S.O. 1990, c. B.16;
AND AN APPLICATION under Rule 14.05(2) and 14.05(3)(f) of the *Rules of Civil Procedure*;
AND IN THE MATTER OF a proposed plan or arrangement involving **Acasta Enterprises Inc.**

ACASTA ENTERPRISES INC., APPLICANT

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**PROCEEDING COMMENCED AT
TORONTO**

ORDER

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