

CHEMTRADE LOGISTICS INCOME FUND

**AMENDED AND RESTATED
DECLARATION OF TRUST**

May 12, 2016

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CHEMTRADE LOGISTICS INCOME FUND

THIS AMENDED AND RESTATED DECLARATION OF TRUST is made the 12th day of May, 2016 by David Colcleugh, resident in the Province of Ontario, Mark Davis, resident in the Province of Ontario, Lucio Di Clemente, resident in the Province of Ontario, David Gee, resident in the Province of Ontario, Susan McArthur, resident in the Province of Ontario, Katherine Rethy, resident in the Province of Ontario, and Lorie Waisberg, resident in the Province of Ontario, all of whom are the current trustees of the Trust, and each person who after the date hereof becomes a Trustee as herein provided, and replaces and amends and restates the Amended and Restated Declaration of Trust made May 27, 2004 (the “2004 Declaration”) as amended by supplemental indentures dated August 2, 2005 and March 6, 2012 (the “2004 Supplemental Indentures”).

WHEREAS by the Amended and Restated Declaration of Trust made July 11, 2001 (the “2001 Declaration”) made between the Initial Trustees and the Company, the Company created a trust for investment purposes, including investing in securities and notes of the Company;

AND WHEREAS for the purpose of settling the Trust, the Company has paid to the Initial Trustees the Initial Contribution and the Company was issued one Trust Unit which Trust Unit has been cancelled;

AND WHEREAS the Trustees have agreed to hold the Initial Contribution and all amounts and assets subsequently received under this Declaration of Trust or in respect of the investment of the assets of the Trust in accordance with the provisions hereinafter set forth;

AND WHEREAS it is intended that the beneficiaries of the Trust shall be the holders of Trust Units, each of which shall rank equally in all respects with every other Trust Unit;

AND WHEREAS it is intended that the Trust shall qualify as a “mutual fund trust” pursuant to subsection 132(6) of the Tax Act;

AND WHEREAS the 2001 Declaration has been amended by supplemental indentures dated December 20, 2002 and August 15, 2003 (the “2001 Supplemental Indentures”);

AND WHEREAS the 2004 Declaration replaced, amended and restated the 2001 Declaration as amended by the 2001 Supplemental Indentures;

AND WHEREAS this Declaration of Trust replaces, amends and restates the 2004 Declaration as amended by the 2004 Supplemental Indentures;

AND WHEREAS the Trustees have all necessary authority to execute this Declaration of Trust.

NOW THEREFORE the Trustees do hereby declare that they will continue to act as trustees of all sums or property of any type or description, any accretions thereto and any additions thereto from time to time, all of which constitute the trust fund, to be held and managed and dealt with by the Trustees in trust for the benefit of the Trust Unitholders upon and subject to the express terms, conditions and trusts as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Declaration of Trust including the recitals hereto, unless the context otherwise requires, the following terms shall have the following meanings:

- (a) **“Affiliate”** has, with respect to the relationship between two or more companies, the meaning given to it in the *Securities Act* (Ontario) as amended from time to time and, with respect to the relationship between two or more Persons any of whom are not companies, a Person shall be deemed to be an affiliate of another Person if one of them is controlled by the other or both are controlled by the same Person, and for this purpose, control means the right, directly or indirectly, to direct or cause a direction of the management of the affairs of a Person, whether by ownership of securities, by contract or otherwise;
- (b) **“Associate”** shall have the meaning given to such term (without an initial capital letter) in the *Securities Act* (Ontario), as constituted on the date hereof;
- (c) **“Auditors”** means the firm of chartered accountants appointed as the auditors of the Trust from time to time in accordance with the provisions hereof and, as of the date hereof, means KPMG LLP, Chartered Accountants;
- (d) **“Book-Entry System”** means the record-entry securities transfer and pledge system known, as of the date hereof, by such name, which is administered by CDS in accordance with the operating rules and procedures of the Securities Settlement Service of CDS in force from time to time, or any successor system which CDS may offer from time to time;
- (e) **“Business Day”** means a day which is not a Saturday, Sunday, bank holiday or holiday in the City of Toronto, Ontario;
- (f) **“Cash Flow of the Trust”** has the meaning specified in subsection 5.1(a);
- (g) **“CDS”** means The Canadian Depository for Securities Limited and its successors;
- (h) **“CDS Participant”** means a broker, dealer, bank, other financial institution or other Person who, directly or indirectly, from time to time, effects book-based transfers with CDS and pledges of securities deposited with CDS;
- (i) **“Chemtrade”** means all or any of the Company and any Affiliate of the Company or the Trust, whether now or hereafter existing (other than the Trust or any General Partner) which is wholly-owned, directly or indirectly, by the Trust;
- (j) **“Chemtrade Common Shares”** means the common shares or other fully participating equity securities of Chemtrade which are now or hereafter held directly by the Trust; provided that, for the purposes of Section 6.5, in the case of Chemtrade Common Shares which are units of a trust “Chemtrade Common

Shares” means the securities of such trust which are issued to the Trust on the redemption of such trust units;

- (k) **“Chemtrade Note Indenture”** means any agreement entered, or to be entered, into between the Company and a trust company pursuant to which Chemtrade Notes are or will be issued;
- (l) **“Chemtrade Notes”** means the unsecured subordinated notes of Chemtrade which are now or hereafter held directly by the Trust; provided that, for the purposes of Section 6.5, in the case of Chemtrade Notes which are demand unsecured subordinated notes of a trust, “Chemtrade Notes” means the term unsecured subordinated notes of such trust which are issued to the Trust on the redemption of such demand unsecured subordinated notes;
- (m) **“Company”** means Chemtrade Logistics Inc.;
- (n) **“Complainant”** means any Trust Unitholder or beneficial owner of Trust Units, or former Trust Unitholder or beneficial owner of Trust Units, or any securityholder, Trustee or officer or any other Person who in the discretion of the court is a proper Person to make an application under the applicable Section in Article 14;
- (o) **“Counsel”** means a barrister or solicitor or firm of barristers and solicitors or other lawyers in an appropriate jurisdiction retained by the Trust;
- (p) **“court”** means the Superior Court of Justice in the Province of Ontario;
- (q) **“Declaration of Trust”, “hereto”, “herein”, “hereof”, “hereby”, “hereunder”** and similar expressions refer to this instrument and not to any particular Article, Section or portion hereof, and include any and every instrument supplemental or ancillary hereto;
- (r) **“Depository”** has the meaning specified in subsection 13.1(a);
- (s) **“Distributable Cash Flow”** has the meaning specified in subsection 5.1(b);
- (t) **“Distribution Payment Dates”** in respect of a Distribution Period means on or about, but no later than, the last day of the month immediately following the end of the Distribution Period or, if such day is not a Business Day, the next following Business Day or such other date determined from time to time by the Trustees;
- (u) **“Distribution Period”** means each calendar month in each calendar year from and including the first day thereof and to and including the last day thereof;
- (v) **“Distribution Record Date”** means the last Business Day of each Distribution Period;
- (w) **“General Partner”** means a general partner of a limited partnership which owns not more than a nominal equity interest in such partnership; and in such

circumstances, for the purposes of this Declaration of Trust, such limited partnership shall be considered to be “wholly-owned” by its limited partner or partners;

- (x) **“Global Trust Unit Certificate”** has the meaning specified in subsection 13.1(a);
- (y) **“Going-Private Transaction”** means an arrangement, consolidation or other transaction involving the Trust, other than an acquisition pursuant to Section 13.12, that results in the interest of a holder of Participating Securities of the Trust being terminated without the consent of the holder and without the substitution of an interest of equivalent value in Participating Securities of the Trust or of a Person that succeeds to the business of the Trust, which Participating Securities have rights and privileges that are equal to or greater than the affected Participating Securities;
- (z) **“Income of the Trust”** has the meaning specified in subsection 5.2(a);
- (aa) **“Initial Contribution”** means the amount of \$10.00 paid by the Company to the Trustees on July 11, 2001 for the purpose of settling the trust constituted by the Trust;
- (bb) **“Initial Trustees”** means those Persons named as the first trustees of the Trust in the 2001 Declaration;
- (cc) **“Issue Expenses”** means amounts payable by the Trust in respect of any Offering;
- (dd) **“Net Realized Capital Gains”** has the meaning specified in subsection 5.2(b);
- (ee) **“Nominating Unitholder”** has the meaning specified in subsection 8.3(a);
- (ff) **“Notice Date”** has the meaning specified in subsection 8.3(c);
- (gg) **“Offering”** means any offering by the Trust of securities of the Trust, including Trust Units whether pursuant to a prospectus or otherwise;
- (hh) **“Participating Securities”** means securities that give the holder of the securities a right to share in the earnings of the Person that issued the securities and after the liquidation, dissolution, or winding up of the Person that issued the securities or, in the case of the Trust, upon the termination of the Trust, a right to share in its assets. For greater certainty, Participating Securities includes the Trust Units;
- (ii) **“Person”** includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural Person in his or her capacity as trustee, executor, administrator or other legal representative;
- (jj) **“Proposal”** has the meaning specified in Section 12.10(a);

- (kk) **“Pro Rata Number”** in respect of Chemtrade Common Shares and Chemtrade Notes (in the principal amount of \$100) means the proportion of the aggregate number of all of the Chemtrade Common Shares and Chemtrade Notes (in the principal amount of \$100) that is determined by the following formula:

$$\frac{A \times B}{(C \times B) + D}$$

where:

A = the number of Trust Units tendered for redemption;

B = the Redemption Price per Trust Unit specified in Section 6.3;

C = the total number of Trust Units outstanding (calculated on a non-diluted basis) on the date on which the Trust Units were tendered for redemption; and

D = the aggregate amount of any indebtedness or accrued liabilities owed by the Trust on the date on which the Trust Units were tendered for redemption, provided that, in the case of any debt obligation that is convertible into, or exchangeable for, Trust Units or other securities of the Trust, the amount of such debt obligation shall be the greater of (i) the principal amount of the debt obligation on the date on which the Trust Units were tendered for redemption, and (ii) the fair market value, on the date on which the Trust Units were tendered for redemption, of a security of the Trust of the kind into which the debt obligation is convertible or for which the debt obligation is exchangeable, as the case may be, provided that, where such security is a Trust Unit, the fair market value of such Trust Unit shall be the Redemption Price per Trust Unit specified in Section 6.3;

- (ll) **“Redemption Price”** has the meaning specified in subsection 6.3(a);
- (mm) **“SIFT Taxes”** means taxes payable under paragraph 122(1)(b) of the Tax Act;
- (nn) **“Special Resolution”** shall have the meaning specified in Section 12.6;
- (oo) **“Subordination Agreement”** has the meaning specified in subsection 2.6(d);
- (pp) **“Tax Act”** means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c. 1, as amended from time to time, and the regulations thereunder;
- (qq) **“Transfer Agent”** means such company as may from time to time be appointed by the Trust to act as registrar and transfer agent of the Trust Units, together with any sub-transfer agent duly appointed by the Transfer Agent;
- (rr) **“Trust”** means the trust constituted by this Declaration of Trust;
- (ss) **“Trust Assets”**, at any time, means such of the following monies, properties and other assets as are at such time held by the Trust or by the Trustees on behalf of the Trust:

- (i) the Initial Contribution;
 - (ii) all funds or property derived from the issuance or sale of Trust Units and other securities of the Trust, and other cash received by the Trust;
 - (iii) the Chemtrade Common Shares and the Chemtrade Notes;
 - (iv) any proceeds of disposition of any of the foregoing property; and
 - (v) all income, interest, profit, return of capital, gains and accretions and all substituted assets, rights and benefits of any kind or nature whatsoever arising directly or indirectly from or in connection with or accruing to such foregoing property or such proceeds of disposition;
- (tt) **“Trust Liabilities”** has the meaning specified in subsection 2.6(a);
- (uu) **“Trust Unit Certificate”** means a certificate, in the form approved by the Trustees, evidencing one or more Trust Units, issued and certified in accordance with the provisions hereof;
- (vv) **“Trust Unitholders”** means at any time the holders at that time of one or more Trust Units, as shown on the register of such holders maintained by the Transfer Agent on behalf of the Trust;
- (ww) **“Trust Units”** means the trust units of the Trust authorized and issued hereunder as such and for the time being outstanding and entitled to the benefits hereof;
- (xx) **“Trustee”**, at any time, means an individual who is, in accordance with the provisions hereof, a trustee of the Trust at that time and **“Trustees”** means, at any time, all of the individuals, each of whom is at that time a trustee; and
- (yy) **“U.S. Unitholder”** means any Trust Unitholder that is a United States person as defined in Section 7701(a)(30) of the *Internal Revenue Code* including: (i) a citizen or resident of the United States; (ii) a partnership, or other entity taxable as a partnership, created or organized in the United States or under the law of the United States or any State; (iii) a corporation, or other entity taxable as a corporation, created or organized in the United States or under the law of the United States or any State; (iv) an estate (other than a foreign estate as defined in Section 7701(a)(31) of the *Internal Revenue Code*); or (v) a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust.

1.2 References to Acts Performed by the Trust

For greater certainty, where any reference is made in this Declaration of Trust to an act to be performed by the Trust, such reference shall be construed and applied for all purposes as if it referred to an act to be performed by the Trustees on behalf of the Trust or by some other Person duly authorized to do so by the Trustees or pursuant to the provisions hereof.

1.3 Tax Act

Any reference herein to a particular provision of the Tax Act shall include a reference to that provision as it may be renumbered or amended from time to time. Where there are proposals for amendments to the Tax Act which have not been enacted into law or proclaimed into force on or before the date on which such proposals are to become effective, the Trustees may take such proposals into consideration and apply the provisions hereof as if such proposals had been enacted into law and proclaimed into force.

1.4 Gender

In this Declaration of Trust, unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular number include the plural, and vice versa; and words importing a gender shall include the feminine, masculine and neuter genders.

1.5 Headings for Reference Only

The division of this Declaration of Trust into Articles and Sections, the provision of a Table of Contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Declaration of Trust.

1.6 Day Not a Business Day

In the event that any day on which any amount is to be determined or any action is required to be taken hereunder is not a Business Day, then such amount shall be determined or such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day. This section is not applicable to Sections 5.1, 5.2, 5.3 and 5.4.

1.7 Time of the Essence

Time shall be of the essence in this Declaration of Trust.

1.8 Governing Law

This Declaration of Trust and the Trust Unit Certificates shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as Ontario contracts. The parties hereto hereby irrevocably submit and attorn to the jurisdiction of the courts of the Province of Ontario.

1.9 Applications to Court

As the rights and remedies set out in this Declaration of Trust are not statute-based, the Trustees, the Trust and the Trust Unitholders acknowledge that references in this Declaration of Trust to Trust Unitholder rights that may be enforced by a court or to remedies that may be granted by a court are subject to the court, in its discretion, accepting jurisdiction to consider and determine any proceeding commenced by a Trust Unitholder applying to the court pursuant to this Declaration of Trust.

ARTICLE 2 TRUST

2.1 Trust

The Trustees hold and shall continue to hold the Trust Assets in trust for the use and benefit of the Trust Unitholders, their successors, permitted assigns and personal representatives, and subject to the terms and conditions hereinafter declared and set forth, such trust constituting the Trust hereunder.

2.2 Name of Trust

- (a) The Trust shall be known and designated as the “CHEMTRADE LOGISTICS INCOME FUND” and, whenever practicable, lawful and convenient, the property of the Trust shall be held and the affairs of the Trust shall be conducted and transacted under that name.
- (b) If the Trustees determine that the use of such name is not practicable, legal or convenient, the Trust may use such other designation or may adopt such other name as the Trustees deem appropriate, and the Trust may hold property and conduct and transact its affairs under such other designation or name.

2.3 Head Office

The head office of the Trust shall be located at 155 Gordon Baker Road, Suite 300, Toronto, Ontario, M2H 3N5 or such other place or places in Canada as the Trustees may from time to time designate.

2.4 Nature of the Trust

The Trust is a limited purpose trust, established for the purposes specified in Section 4.1. The Trust is not, shall not be deemed to be and shall not be treated as, a general partnership, limited partnership, syndicate, association, joint venture, company, corporation or joint stock company nor shall the Trustees or any individual Trustee or the Trust Unitholders or any of them or any Person be, or be deemed to be, treated in any way whatsoever as liable or responsible hereunder as partners or joint venturers. The Trustees are not and shall not be, or be deemed to be, agents of the Trust Unitholders. The relationship of the Trust Unitholders to the Trustees shall be solely that of beneficiaries of the Trust and their rights shall be limited to those conferred upon them by this Declaration of Trust.

2.5 Rights of Trust Unitholders

The rights of each Trust Unitholder to call for a distribution or division of assets, monies, funds, income and capital gains held, received or realized by the Trustees are limited to those contained herein and, except as provided herein, no Trust Unitholder shall be entitled to call for any partition or division of the Trust Assets or for a distribution of any particular asset forming part of the Trust Assets or of any particular monies or funds received by the Trustees. The legal ownership of the assets of the Trust and the right to conduct the activities of the Trust are vested exclusively in the Trustees, and no Trust Unitholder has or is deemed to have any right of

ownership in any of the assets of the Trust, except as specifically provided herein. Except as specifically provided herein, no Trust Unitholder or Trust Unitholders shall be entitled to interfere with or give any direction to the Trustees with respect to the affairs of the Trust or in connection with the exercise of any powers or authorities conferred upon the Trustees under this Declaration of Trust. The Trust Units shall be personal property and shall confer upon the holders thereof only the interest and rights specifically set forth in this Declaration of Trust.

2.6 Liability of Trust Unitholders

- (a) Subject to Section 5.8, no Trust Unitholder, in its capacity as such, shall incur or be subject to any liability, direct or indirect, absolute or contingent, in contract or in tort or of any other kind to any Person in connection with: (i) the Trust Assets or the ownership, use, operation, acquisition or disposition thereof or exercise or enjoyment of the rights, privileges, conditions or benefits attached thereto, associated therewith or derived therefrom; (ii) the indebtedness, obligations or the activities or affairs of the Trust; (iii) any actual or alleged act or omission of the Trustees or by any other Person in respect of the activities or affairs of the Trust (whether or not authorized by or pursuant to this Declaration of Trust); (iv) any act or omission of the Trustees or any other Person in the performance or exercise, or purported or attempted performance or exercise, of any obligation, power, discretion or authority conferred upon the Trustees or such other Person in respect of the activities or affairs of the Trust (whether or not authorized by or pursuant to this Declaration of Trust); (v) any transaction entered into by the Trustees or by any other Person in respect of the activities or affairs of the Trust (whether or not authorized by or pursuant to this Declaration of Trust); or (vi) any taxes, levies, imposts or charges or fines, penalties or interest in respect thereof payable by the Trust or by the Trustees or by any other Person on behalf of or in connection with the activities or affairs of the Trust (collectively, "Trust Liabilities").
- (b) Subject to Section 5.8, no Trust Unitholder in its capacity as a Trust Unitholder shall be liable to indemnify the Trustees or any other Person with respect to any Trust Liabilities.
- (c) Subject to Section 5.8, to the extent that, notwithstanding the provisions of this Section 2.6, any Trust Unitholder, in its capacity as such, may be determined by a judgement of a court of competent jurisdiction to be subject to or liable in respect of any Trust Liabilities or is required to indemnify the Trustees or any other Person:
 - (i) any such judgment, writ of execution or similar process in respect thereof will be enforceable only against, and will be satisfied only out of, the Trust Assets; and
 - (ii) in the event that, notwithstanding subsection 2.6(c)(i), the judgment, writ of execution or similar process is enforceable against the Trust Unitholder, or the Trust Unitholder is otherwise held personally liable, the Trust Unitholder will be entitled to indemnity and reimbursement out of the

Trust Assets to the full extent of the liability and for all costs of any litigation or other proceedings in which such liability has been determined, including all fees and disbursements of counsel.

- (d) If any Trust Asset should be distributed or declared to be distributable to Trust Unitholders contrary to the provisions of any subordination agreement (each a “Subordination Agreement”) between the Trust and the Persons (other than the Trust) entitled to enforce any of the indebtedness of Chemtrade, or contrary to the terms of any Chemtrade Notes or the subordination provisions of any Chemtrade Note Indenture under which the same are issued, or contrary to the terms of any debt obligation issued by the Trust, then the Persons entitled to enforce such provisions or terms shall be entitled to pursue whatever remedies may be available to them to enforce such provisions or terms and the limitations in subsection 2.6(c) shall not apply to any judgment in respect of (and to the extent only based on) such contrary distribution and no Trust Unitholder shall have the right to enforce any distribution contrary to such provisions or terms.
- (e) The rights accruing to a Trust Unitholder under this Section 2.6 and the limitations of a Trust Unitholder’s liability set out herein are in addition to, and do not exclude, any other rights or limitations of liability to which such Trust Unitholder may be lawfully entitled, pursuant to statute, regulation or otherwise, nor does anything herein contained restrict the right of the Trustees to indemnify or reimburse a Trust Unitholder out of the assets of the Trust in any appropriate situation not specially provided herein but, for greater certainty, the Trustees have no liability to reimburse Trust Unitholders for taxes assessed against them by reason of or arising out of their ownership of Trust Units.

ARTICLE 3 ISSUE AND SALE OF TRUST UNITS

3.1 Nature of Trust Units

- (a) The beneficial interests in the Trust shall be divided into interests of one class, described and designated as “Trust Units”, which shall be entitled to the rights and subject to the limitations, restrictions and conditions set out herein, and the interest of each Trust Unitholder shall be determined by the number of Trust Units registered in the name of the Trust Unitholder.
- (b) Each Trust Unit represents an equal undivided beneficial interest in any distribution from the Trust (whether of Income of the Trust, Net Realized Capital Gains or other amounts) and in any net assets of the Trust in the event of termination or winding-up of the Trust. All Trust Units shall rank among themselves equally and rateably without discrimination, preference or priority.

3.2 Authorized Number of Trust Units

The aggregate number of Trust Units which is authorized and may be issued hereunder is unlimited.

3.3 Issue of Trust Units

- (a) Trust Units and securities convertible into or exchangeable for, Trust Units, may be issued by the Trust at the times, to the Persons, for the consideration and on the terms and conditions that the Trustees determine and, without limiting the generality of the foregoing, the Trustees may authorize the Trust to pay a reasonable commission to any Person in consideration of such Person purchasing or agreeing to purchase Trust Units or such convertible or exchangeable securities from the Trust or from any other Person or procuring or agreeing to procure purchasers for Trust Units or such convertible or exchangeable securities. Without limitation of the foregoing, the Trustees may create and issue rights, warrants (including so-called “special warrants” which may be exercisable for no additional consideration) or options to subscribe for Trust Units or securities convertible into or exchangeable for, Trust Units, which rights, warrants or options may be exercisable at such subscription price or prices and at such time or times as the Trustees may determine. The rights, warrants or options so created may be issued for such consideration or for no consideration, all as the Trustees may determine. A right, warrant or option or a security convertible into or exchangeable for, Trust Units shall not be a Trust Unit and the holder thereof shall not be a Trust Unitholder.
- (b) Trust Units are only to be issued as fully paid in money, property, including an obligation to pay consideration in instalments, or past services, and are not to be subject to future calls or assessments, except that Trust Units to be issued under an Offering may be issued for a consideration payable in instalments and the Trust may take a security interest over such Trust Units for unpaid instalments.
- (c) Trust Units may not be issued by the Trust or the Trustees other than:
 - (i) pursuant to subsection 3.3(a); or
 - (ii) pursuant to Section 5.7.

3.4 No Fractional Trust Units

Fractions of Trust Units shall not be issued, except pursuant to distributions of additional Trust Units to all Trust Unitholders pursuant to Section 5.7.

3.5 Consolidation of Trust Units

Immediately after any pro rata distribution of additional Trust Units to all Trust Unitholders pursuant to Section 5.7, the number of the outstanding Trust Units will be consolidated such that each Trust Unitholder will hold after the consolidation the same number of Trust Units as the Trust Unitholder held before the distribution of additional Trust Units. In this case, each Trust Unit Certificate representing a number of Trust Units prior to the distribution of additional Trust Units is deemed to represent the same number of Trust Units after the non-cash distribution of additional Trust Units and the consolidation.

Notwithstanding the foregoing, where tax is required to be withheld from a Trust Unitholder's share of the distribution, the consolidation will result in such Trust Unitholder holding that number of Trust Units equal to (i) the number of Trust Units held by such Trust Unitholder prior to the distribution plus the number of Trust Units received by such Trust Unitholder in connection with the distribution (net of the number of whole and part Trust Units withheld on account of withholding taxes) multiplied by (ii) the fraction obtained by dividing the aggregate number of Trust Units outstanding prior to the distribution by the aggregate number of Trust Units that would be outstanding following the distribution and before the consolidation if no withholding were required in respect of any part of the distribution payable to any Trust Unitholder. Such Trust Unitholder will be required to surrender the Trust Unit Certificates, if any, representing such Trust Unitholder's original Trust Units, in exchange for a Trust Unit Certificate representing such Trust Unitholder's post consolidation Trust Units.

3.6 No Pre-Emptive Rights

No Person shall be entitled, as a matter of right, to subscribe for or purchase any Trust Unit.

ARTICLE 4 INVESTMENTS OF TRUST

4.1 Purpose of the Trust

The Trust is a limited purpose trust and its operations and activities shall be restricted to:

- (a) investing in securities including those issued by Chemtrade, including, without limitation, Chemtrade Common Shares and Chemtrade Notes;
- (b) temporarily holding cash in interest bearing accounts, short-term government debt or investment grade corporate debt for the purposes of paying the expenses of the Trust, paying amounts payable by the Trust in connection with the redemption of any Trust Units, and making distributions to Trust Unitholders;
- (c) issuing Trust Units, and securities convertible into or exchangeable for, Trust Units for cash or in satisfaction of any non-cash distribution or in order to acquire securities including those issued by Chemtrade;
- (d) issuing debt securities or borrowing funds, including letters of credit, bank guarantees and bankers' acceptances, and granting security in respect of any of the foregoing;
- (e) guaranteeing the obligations of Chemtrade or any Affiliate of the Trust pursuant to any good faith debt for borrowed money incurred by Chemtrade or the Affiliate, as the case may be, and pledging securities issued by Chemtrade or the Affiliate, as the case may be, as security for such guarantee;
- (f) issuing rights and Trust Units pursuant to any Trust Unitholder rights plan adopted by the Trust;
- (g) purchasing securities pursuant to any issuer bid made by the Trust; and

- (h) undertaking such other activities, or taking such actions, including investing in securities as shall be approved by the Trustees from time to time;

provided that the Trust shall not undertake any activity, take any action, or make any investment which would result in the Trust not being considered a “mutual fund trust” for purposes of the Tax Act or would result in the Trust Units being foreign property for the purposes of the Tax Act.

4.2 Other Investments

To the extent that any monies or other property received by the Trust or the Trustees are not to be immediately used by the Trustees for the purpose of making distributions under Article 5 hereof, the Trustees are hereby authorized and, where prudent to do so, shall invest such monies in: (i) debt obligations of or guaranteed by the Government of Canada or a province of Canada; (ii) short term commercial paper obligations of a corporation whose short term commercial paper is rated R-1 (or higher by Dominion Bond Rating Service Limited or A-1 or higher by CBRS Inc.); or (iii) interest-bearing accounts and certificates of deposit issued or guaranteed by one of the six largest (in terms of total assets) Canadian chartered banks, the Trustees shall not purchase or authorize the purchase of any investment which is “foreign property” under subsection 206(1) of the Tax Act if such purchase would result in the Trust exceeding the foreign property limitations contained in the Tax Act. For the purpose hereof, “short term” shall mean having a date of maturity or call for payment not more than 60 days from the date on which the investment is made.

ARTICLE 5 DISTRIBUTIONS

5.1 Computation of Distributable Cash Flow of the Trust

- (a) The Cash Flow of the Trust, for any Distribution Period, shall be determined pursuant to the following provisions:
 - (i) all amounts which are received by the Trust in the Distribution Period, including, without limitation, interest, dividends, proceeds from the disposition of securities, returns of capital and repayments of indebtedness, shall be included in the calculation;
 - (ii) the following amounts shall be deducted in the calculation:
 - (A) all costs and expenses of the Trust which, in the opinion of the Trustees, may reasonably be considered to have accrued and become owing in respect of, or which relate to, such Distribution Period or a prior Distribution Period if not accrued in such prior period;
 - (B) all amounts which relate to the redemption of Trust Units and which have become payable in cash by the Trust in such Distribution Period;

- (C) any other interest expenses incurred by the Trust between distributions; and
- (iii) the proceeds of any Offering and the Issue Expenses shall not be included in the calculations of Cash Flow of the Trust in respect of any Distribution Period.
- (b) The Distributable Cash Flow for, or in respect of, a Distribution Period shall be the Cash Flow of the Trust for such Distribution Period less any amount which the Trustees may reasonably consider to be necessary to provide for the payment of any costs which have been or will be incurred in the activities and operations of the Trust and to provide for the payments of any income tax liability of the Trust.

5.2 Computation of Income and Net Realized Capital Gains

- (a) The Income of the Trust for any taxation year of the Trust shall be the net income for the year determined pursuant to the provisions of the Tax Act having regard to the provisions thereof which relate to the calculation of income of a trust, and taking into account such adjustments thereto as are determined by the Trustees in respect of dividends received from taxable Canadian corporations, amounts paid or payable by the Trust to Trust Unitholders and such other amounts as may be determined in the discretion of the Trustees; provided, however, that capital gains and capital losses shall be excluded from the computation of net income.
- (b) The Net Realized Capital Gains of the Trust for any taxation year of the Trust shall be determined as the amount, if any, by which the aggregate of the capital gains of the Trust in the year exceeds (i) the aggregate of the capital losses of the Trust in the year, (ii) any capital gains which are realized by the Trust as a result of a redemption of Trust Units pursuant to Article 6, and (iii) the amount determined by the Trustees in respect of any net capital losses for prior taxation years which the Trust is permitted by the Tax Act to deduct in computing the taxable income of the Trust for the year.

5.3 Distributions of Distributable Cash Flow

The Trustees may, on or before each Distribution Record Date, declare payable to the Trust Unitholders on such Distribution Record Date, all or any part of the Distributable Cash Flow for the Distribution Period which includes such Distribution Record Date. The proportionate share of each Trust Unit of the amount of such Distributable Cash Flow shall be determined by dividing such amount by the number of issued and outstanding Trust Units on such Distribution Record Date. Each Trust Unitholder's share of such Distributable Cash Flow shall be an amount equal to the proportionate share of each Trust Unit of such Distributable Cash Flow multiplied by the number of Trust Units owned of record by each such Trust Unitholder on such Distribution Record Date. Subject to Section 5.7, Distributable Cash Flow which has been declared to be payable to Trust Unitholders in respect of a Distribution Period shall be paid in cash on the Distribution Payment Date in respect of such Distribution Period.

5.4 Other Distributions

- (a) In addition to the distributions which are made payable to Trust Unitholders pursuant to Section 5.3, the Trustees may declare to be payable and make distributions, from time to time, out of Income of the Trust, Net Realized Capital Gains, the capital of the Trust or otherwise, in any year, in such amount or amounts, and on such dates as the Trustees may determine.
- (b) Having regard to the present intention of the Trustees to allocate, distribute and make payable to Trust Unitholders all of the Income of the Trust, Net Realized Capital Gains and any other applicable amounts so that the Trust will not have any liability for tax under Part I of the Tax Act in any taxation year (other than SIFT Taxes), the following amounts shall, without any further actions on the part of the Trustees, be due and payable to Trust Unitholders of record on December 31 in each such year:
 - (i) an amount equal to the amount, if any, by which the Income of the Trust for such year (determined without regard to the Trust's "non-portfolio earnings" (as defined in the Tax Act) for such year) exceeds the aggregate of the portions, if any, of each distribution made by the Trust pursuant to Section 5.3 and subsection 5.4(a) which have been determined by the Trustees, pursuant to Section 5.5, to have been payable by the Trust out of Income of the Trust for such year; and
 - (ii) an amount equal to the amount, if any, by which the Net Realized Capital Gains of the Trust for such year (determined without regard to any such capital gains that would be "non-portfolio earnings" (as defined in the Tax Act) of the Trust for such year) exceeds the aggregate of the portions, if any, of each distribution made by the Trust pursuant to Section 5.3 and subsection 5.4(a) which have been determined by the Trustees, pursuant to Section 5.5, to have been payable by the Trust out of Net Realized Capital Gains for such year.
- (c) The proportionate share of each Trust Unit of the amount of any distribution made pursuant to either or both of subsections 5.4(a) and (b) shall be determined by dividing such amount by the number of issued and outstanding Trust Units on the applicable record date in respect of a distribution pursuant to subsection 5.4(a) and on December 31 in respect of a distribution pursuant to subsection 5.4(b). Each Trust Unitholder's share of the amount of any such distribution shall be an amount equal to the proportionate share of each Trust Unit of such amount multiplied by the number of Trust Units owned of record by each such Trust Unitholder on such applicable record date or December 31 in the year of such distribution, as the case may be. Subject to Section 5.7, amounts which have been declared to be payable to Trust Unitholders pursuant to either subsection 5.4(a) or (b) shall be paid in cash on the Distribution Payment Date which immediately follows the applicable record date in respect of a distribution pursuant to subsection 5.4(a) or December 31 in the applicable year in respect of a distribution pursuant to subsection 5.4(b).

- (d) In addition to the distributions which are made payable to Trust Unitholders, the Trustees may designate any capital gain or income realized by the Trust as a result of the redemption of Trust Units pursuant to Section 6.5 to the redeeming Trust Unitholders in accordance with that section.

5.5 Character of Distributions and Designations

In accordance with and to the extent permitted by the Tax Act, the Trustees in each year shall make designations in respect of the amounts payable to Trust Unitholders for such amounts that the Trustees consider to be reasonable in all of the circumstances, including, without limitation, designations relating to taxable dividends received by the Trust in the year on shares of taxable Canadian corporations, net capital gains realized by the Trust in the year and foreign source income of the Trust for the year, as well as elect under subsections 104(13.1) and/or (13.2) of the Tax Act that income be taxed to the Trust, rather than to the Trust Unitholders. Distributions payable to Trust Unitholders pursuant to this Article 5 shall be deemed to be distributions of Income of the Trust, Net Realized Capital Gains, trust capital or other items in such amounts as the Trustees shall, in their absolute discretion, determine. For greater certainty, it is hereby declared that any distribution of Net Realized Capital Gains shall include the non-taxable portion of the capital gains of the Trust which are encompassed in such distribution.

5.6 Enforceability of Right to Receive Distributions

Subject to subsection 2.6(d), for greater certainty, it is hereby declared that each Trust Unitholder shall have the legal right to enforce payment of any amount payable to such Trust Unitholder as a result of any distribution which is declared payable to such Trust Unitholder pursuant to this Article.

5.7 Method of Payment of Distributions

- (a) Where the Trustees determine that the Trust does not have available cash in an amount sufficient to make payment of the full amount of any distribution which has been declared to be payable pursuant to this Article on the due date for such payment, the payment may, at the option of the Trustees, include the issuance of additional Trust Units, or fractions of Trust Units, if necessary, having a value equal to the difference between the amount of such distribution and the amount of cash which has been determined by the Trustees to be available for the payment of such distribution.
- (b) For purposes of subsection 5.7(a), the value of each Trust Unit which is issued pursuant to subsection 5.7(a) shall be deemed to be equal to the market price (as defined in Section 6.3) of the Trust Units on the applicable Distribution Record Date in respect of a distribution pursuant to Section 5.3, on the applicable Distribution Record Date in respect of a distribution under subsection 5.4(a) or December 31 in respect of a distribution under subsection 5.4(b), provided that if the particular date is not a Business Day then the market price (as defined in Section 6.3) shall be determined on the last Business Day which precedes such particular date.

5.8 Withholding Taxes

- (a) The Trustees may deduct or withhold from distributions payable to any Trust Unitholder all amounts required by law to be withheld from such distribution. If Chemtrade is obligated to withhold and pay any amount to any governmental agency or body from any payment or distribution to the Trust (including, without limitation, United States federal withholding taxes with respect to persons who are not U.S. Unitholders) because of a Trust Unitholder's status or which is otherwise specifically attributable to a Trust Unitholder (including, without limitation, any amount that Chemtrade is obligated to withhold and pay to such governmental agency or body as a result of a failure by the Trust Unitholder to provide the Trust with any form or other documentation, including a W8-BEN form), then the Trust shall reduce distributions which would otherwise be made to such Trust Unitholder by the amount withheld and paid to any such governmental agency or body. Each Trust Unitholder, by its acceptance of Trust Units, grants the Trustees the power of attorney to do so.
- (b) Any Trust Unitholder, that is not a U.S. Unitholder, that is or becomes a "10-percent shareholder" of Chemtrade within the meaning of Section 871(h)(3)(B) or Section 881(c)(3)(B) of the *Internal Revenue Code* and any Trust Unitholder that is a bank that receives interest as described in Section 881(c)(3)(A) of the *Internal Revenue Code* or a controlled foreign corporation within the meaning of Section 881(c)(3)(C) of the *Internal Revenue Code*, shall forthwith give notice thereof to the Trustees in accordance with subsection 17.1(b). Each holder of a Trust Unit, by its acceptance of Trust Units, agrees that it shall indemnify and hold harmless the Trust and Chemtrade for any amount required to be withheld (including any interest and penalties assessed on such amounts) as provided in subsection 5.8(a) and that such Trust Unitholder is entitled to subsequent distributions from the Trust only to the extent that such distributions are, in the sole opinion of the Trustees, in excess of amounts sufficient to discharge the required withholding.

5.9 Definitions

Unless otherwise specified or the context otherwise requires, any term in this Article which is defined in the Tax Act shall have for the purposes of this Article the meaning that it has in the Tax Act.

ARTICLE 6 REDEMPTION OF TRUST UNITS

6.1 Right of Redemption

Each Trust Unitholder shall be entitled to require the Trust to redeem at any time or from time to time at the demand of the Trust Unitholder all or any part of the Trust Units registered in the name of the Trust Unitholder at the prices determined and payable in accordance with the conditions hereinafter provided.

6.2 Exercise of Redemption Right

- (a) To exercise a Trust Unitholder's right to require redemption under this Article 6, a duly completed and properly executed notice requiring the Trust to redeem Trust Units, in a form approved by the Trustees, shall be sent to the Trust at the head office of the Trust. No form or manner of completion or execution shall be sufficient unless the same is in all respects satisfactory to the Trustees and is accompanied by any further evidence that the Trustees may reasonably require with respect to the identity, capacity or authority of the Person giving such notice.
- (b) Upon receipt by the Trust of the notice to redeem Trust Units, the Trust Unitholder shall thereafter cease to have any rights with respect to the Trust Units tendered for redemption (other than to receive the redemption payment therefor) including the right to receive any distributions thereon which are declared payable to the Trust Unitholders of record on a date which is subsequent to the day of receipt by the Trust of such notice. Trust Units shall be considered to be tendered for redemption on the date that the Trust has, to the satisfaction of the Trustees, received the notice and other required documents or evidence as aforesaid.

6.3 Cash Redemption

- (a) Upon receipt by the Trust of the notice to redeem Trust Units in accordance with Section 6.2, the holder of the Trust Units tendered for redemption shall be entitled to receive a price per Trust Unit (hereinafter called the "Redemption Price") equal to the lesser of:
 - (i) 90% of the "market price" of the Trust Units on the principal market on which the Trust Units are quoted for trading during the 10 trading day period commencing immediately after the date on which the Trust Units were surrendered to the Trust for redemption; and
 - (ii) 100% of the "closing market price" on the principal market on which the Trust Units are quoted for trading on the date that the Trust Units were so surrendered for redemption.

For the purposes hereof, "market price" shall be: an amount equal to the weighted average of the closing price of the Trust Units for each of the trading days on which there was a closing price; provided that if the applicable exchange or market does not provide a closing price, but only provides the highest and lowest prices of the Trust Units traded on a particular day, the "market price" shall be an amount equal to the weighted average of the highest and lowest prices for each of the trading days on which there was a trade; and provided further that if there was trading on the applicable exchange or market for fewer than five of the 10 trading days, the "market price" shall be the weighted average of the following prices established for each of the 10 trading days: the average of the last bid and last asking prices for each day on which there was no trading; the closing price of the Trust Units for each day that there was trading if the exchange or market provides a closing price; and the weighted average of the highest and lowest prices of the

Trust Units for each day that there was trading, if the market provides only the highest and lowest prices of Trust Units traded on a particular day. For the purposes of subsection 6.3(a)(ii), the “closing market price” shall be: an amount equal to the closing price of the Trust Units if there was a trade on the date and the exchange or market provides a closing price; an amount equal to the average of the highest and lowest prices of Trust Units if there was trading and the exchange or other market provides only the highest and lowest trading prices of Trust Units traded on a particular day; and the average of the last bid and last asking prices if there was no trading on the date.

- (b) Subject to Sections 6.4 and 6.5, the Redemption Price payable in respect of the Trust Units surrendered for redemption during any calendar month shall be satisfied by way of cash payment no later than the last day of the calendar month following the month in which the Trust Units were tendered for redemption. Payments made by the Trust of the Redemption Price are conclusively deemed to have been made upon the mailing of a cheque in a postage prepaid envelope addressed to the former Trust Unitholder unless such cheque is dishonoured upon presentment. Upon such payment, the Trust shall be discharged from all liability to the former Trust Unitholder in respect of the Trust Units so redeemed.

6.4 No Cash Redemption in Certain Circumstances

Subsection 6.3(b) shall not be applicable to Trust Units tendered for redemption by a Trust Unitholder, if:

- (a) the total amount payable by the Trust pursuant to Section 6.3 in respect of such Trust Units and all other Trust Units tendered for redemption in the same calendar month exceeds \$50,000 (the “Monthly Limit”); provided that the Trustees may, in their sole discretion, waive such limitation in respect of all Trust Units tendered for redemption in any calendar month. Trust Units tendered for redemption in any calendar month in which the total amount payable by the Trust pursuant to subsection 6.3(b) exceeds the Monthly Limit will be redeemed for cash pursuant to subsection 6.3(b) and, subject to any applicable regulatory approvals, by a distribution in specie of securities of Chemtrade under Section 6.5 on a pro rata basis;
- (b) at the time the Trust Units are tendered for redemption, the outstanding Trust Units (or, as applicable, instalment receipts) are not listed for trading or quoted on any stock exchange or market which the Trustees consider, in their sole discretion, provides representative fair market value prices for the Trust Units (or, as applicable, instalment receipts); or
- (c) the normal trading of the outstanding Trust Units (or, as applicable, instalment receipts) is suspended or halted on any stock exchange on which the Trust Units (or, as applicable, instalment receipts) are listed for trading or, if not so listed, on any market on which the Trust Units (or, as applicable, instalment receipts) are quoted for trading, on the date that such Trust Units tendered for redemption were tendered to the Trust for redemption or for more than five trading days during the

10-day trading period commencing immediately after the date on which such Trust Units tendered for redemption were tendered to the Trust for redemption.

6.5 In Specie Redemption

If, pursuant to Section 6.4, subsection 6.3(b) is not applicable to Trust Units tendered for redemption by a Trust Unitholder, the Redemption Price per Trust Unit specified in Section 6.3 to which the Trust Unitholder would otherwise be entitled shall, subject to receipt of all necessary regulatory approvals (which the Trust shall use reasonable commercial efforts to obtain forthwith), be paid and satisfied by way of a distribution in specie to such Trust Unitholder, of a Pro Rata Number of Chemtrade Common Shares and Chemtrade Notes (in the principal amount of \$100). The Redemption Price payable pursuant to this Section 6.5 in respect of Trust Units tendered for redemption during any month shall, subject to receipt of all necessary regulatory approvals, be paid by the transfer, to or to the order of the Trust Unitholder who exercised the right of redemption, on the last day (the "Transfer Date") of the calendar month following the month in which the Trust Units were tendered for redemption, of the number of Chemtrade Common Shares and Chemtrade Notes (in the principal amount of \$100) determined as aforesaid. The Trust shall be entitled to all interest paid on the Chemtrade Notes and the distributions paid on the Chemtrade Common Shares being transferred to and including the Transfer Date. Payments by the Trust of the Redemption Price are conclusively deemed to have been made upon the mailing of the securities of Chemtrade by registered mail in a postage prepaid envelope addressed to the former Trust Unitholder and/or any party having a security interest. Upon such payment, the Trust shall be discharged from all liability to the former Trust Unitholder and any party having a security interest in respect of the Trust Units so redeemed. No fractional Chemtrade Common Shares or Chemtrade Notes in a principal amount less than \$100 will be distributed and, where the number of securities of the Company to be received by the former Trust Unitholder includes a fraction or a principal amount less than a multiple of \$100, such number shall be rounded to the next lowest number or multiple of \$100, as the case may be. Where the Trust makes a distribution in specie of a Pro Rata Number of securities of the Company on a redemption of Trust Units pursuant to this subsection, the Trustees may, in their sole discretion, designate to the redeeming trust Unitholders any capital gain or income realized by the Trust as a result of the distribution of such securities to the Unitholder.

6.6 Cancellation of all Redeemed Trust Units

All Trust Units which are redeemed under this Article 6 shall be cancelled and such Trust Units shall no longer be outstanding and shall not be reissued.

ARTICLE 7 TRUSTEES

7.1 Number of Trustees

The Trustees shall consist of not less than three and no more than ten Trustees, with the number of Trustees from time to time within such range being fixed by resolution of the Trustees; provided that until otherwise so determined by resolution, the number of Trustees shall be four.

7.2 Calling and Notice of Meetings

Meetings of the Trustees shall be called and held at such time and at such place as the Trustees, the Chair of the Trustees or any two Trustees may determine, and any one Trustee or officer of the Trust may give notice of meetings when directed or authorized by such persons. Notice of each meeting of the Trustees shall be given to each Trustee not less than 48 hours before the time when the meeting is to be held, provided that if a quorum of Trustees is present, the Trustees may without notice hold a meeting immediately following an annual meeting of Trust Unitholders. Notice of a meeting of the Trustees may be given verbally, in writing or by telephone, fax or other means of communication. A notice of a meeting of Trustees need not specify the purpose of or the business to be transacted at the meeting. Notwithstanding the foregoing, the Trustees may by resolution from time to time fix a day or days in any month or months for regular meetings of the Trustees at a place and hour to be named, in which case, provided that a copy of such resolution is sent to each Trustee forthwith after being passed and forthwith after each Trustee's appointment, no other notice shall be required for any such regular meeting.

7.3 Place of Meetings

Meetings of the Trustees may be held at any place in Canada. A Trustee who attends a meeting of Trustees, in Person or by telephone, is deemed to have consented to the location of the meeting except when he attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully held.

7.4 Meetings by Telephone

With the consent of the Chair of the meeting or a majority of the other Trustees present at the meeting, a Trustee may participate in a meeting of the Trustees or of a committee of the Trustees by means of telephone or other communication facilities that permit all Persons participating in the meeting to hear each other. A Trustee participating in such a meeting in such manner shall be considered present at the meeting and at the place of the meeting.

7.5 Quorum

The quorum for the transaction of business at any meeting of the Trustees shall consist of the greater of two Trustees or a majority of the number of Trustees then holding office, and, notwithstanding any vacancy among the number of Trustees, a quorum of Trustees may exercise all of the powers of the Trustees.

7.6 Chair

The Chair of any meeting of the Trustees shall be the Trustee present at the meeting who holds the office of Chair of the Trustees or if such Person is not present, the Trustees present shall choose one of their number to be Chair.

7.7 Action by the Trustees

At all meetings of the Trustees every question shall be decided by a majority of the votes cast on the question. In the case of equality of votes, the Chair of the meeting shall not be entitled to a

second or casting vote. The powers of the Trustees may be exercised by resolution passed at a meeting at which a quorum is present or by resolution in writing signed by all Trustees who would be entitled to vote on that resolution at a meeting of the Trustees. Resolutions in writing may be signed in counterparts each of which shall be deemed to be an original and all originals together shall be deemed to be one and the same instrument.

7.8 Adjourned Meeting

Any meeting of Trustees may be adjourned from time to time by the Chair of the meeting with the consent of the meeting to a fixed time and place. Further notice of the adjourned meeting need not be given. The adjourned meeting shall be duly constituted if a quorum is present and if it is held in accordance with the terms of the adjournment. If there is not a quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated upon its adjournment.

7.9 Remuneration and Expenses

The Trustees shall be paid such remuneration for their services as the Trustees may from time to time determine. Until otherwise determined, such compensation shall be \$5,000 per year for each Trustee plus \$1,000 per meeting of the Trustees. The Trustees shall also be entitled to be reimbursed for reasonable travelling and other expenses properly incurred by them in attending meetings of the Trustees or any committee thereof or in connection with their services as Trustees. Nothing herein contained shall preclude any Trustee from serving the Trust in any other capacity and receiving remuneration therefor.

7.10 Officers

The Trustees from time to time may appoint one or more officers of the Trust, including without limitation a Chair of the Trustees, and, without prejudice to rights under any employment contract, may remove any officer of the Trust. The powers and duties of each officer of the Trust shall be those determined from time to time by the Trustees and, in the absence of such determination, shall be those usually applicable to the office held.

ARTICLE 8

ELECTION, APPOINTMENT, RESIGNATION AND REMOVAL OF THE TRUSTEES

8.1 Qualification of Trustees

The following Persons are disqualified from being a Trustee of the Trust:

- (a) anyone who is less than eighteen years of age;
- (b) anyone who is of unsound mind and has been so found by a court in Canada or elsewhere;
- (c) a Person who is not an individual;

- (d) a Person who is a non-resident of Canada as defined in the Tax Act; and
- (e) a Person who has the status of bankrupt.

8.2 Election of Trustees

Except as otherwise provided herein, Trustees shall be elected (including the re-election of incumbent Trustees) at each annual meeting of Trust Unitholders, and may be elected at a special meeting of Trust Unitholders, in each case to hold office, subject to Section 8.6, for a term expiring at the close of the next annual meeting of Trust Unitholders following such an election. Any such election (other than by the Initial Trustees) shall be made either by a resolution approved by a majority of the votes cast at a meeting of Trust Unitholders or shall be made by resolution in writing in the manner set out in Section 12.13. Notwithstanding the foregoing:

- (a) if no Trustees are elected at the annual meeting of Trust Unitholders held immediately before the term of office of the existing Trustees expires, such existing Trustees shall continue to hold the office of Trustees under this Declaration of Trust until successors have been elected or appointed or they cease to hold office; and
- (b) the Trustees may, between annual meetings of the Trust Unitholders, appoint one or more additional Trustees for a term to expire (subject to further election) at the close of the next annual meeting of Trust Unitholders, but the number of additional Trustees so appointed shall not at any time exceed one-third of the number of Trustees who held office immediately at the expiration of the immediately preceding annual meeting of Trust Unitholders.

8.3 Nomination of Trustees

- (a) Only persons who are nominated in accordance with the following procedures (and who comply with the requirements of Section 8.1) shall be eligible for election as Trustees. Nominations of persons for election as a Trustee may be made at any annual meeting of Trust Unitholders, or at any special meeting of Trust Unitholders, if one of the purposes for which the special meeting was called was the election of Trustees:
 - (i) by or at the direction of the Trustees, including pursuant to a notice of meeting;
 - (ii) by or at the direction or request of one or more Trust Unitholders pursuant to a requisition of the Trust Unitholders made in accordance with this Declaration of Trust; or
 - (iii) by any Person (a “Nominating Unitholder”) who (A) at the close of business on the date of the giving of the notice provided for below in this Section 8.3 and on the record date for notice of such meeting, is a Trust Unitholder or who beneficially owns one or more Trust Units; and (B) who complies with the procedures set forth below in this Section 8.3.

- (b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Unitholder, the Nominating Unitholder must have given timely notice thereof to the Trustees in the manner prescribed by this Declaration of Trust. Furthermore, if such notice is made on a day which is not a Business Day or later than 5:00 p.m. (Toronto Time) on a day which is a Business Day, then such notice shall be deemed to have been made on the next day that is a Business Day.
- (c) To be timely, a Nominating Unitholder's notice to the Trustees must be made:
 - (i) in the case of an annual meeting of Trust Unitholders, not less than 30 days prior to the date of the annual meeting of Trust Unitholders; provided, however, that in the event that the annual meeting of Trust Unitholders is to be held on a date that is less than 50 days after the date (the "Notice Date") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Unitholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and
 - (ii) in the case of a special meeting (which is not also an annual meeting) of Trust Unitholders called for the purpose of electing Trustees (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of Trust Unitholders was made.
- (d) A Nominating Unitholder's notice to the Trustees must set forth:
 - (i) as to each person whom the Nominating Unitholder proposes to nominate for election as a Trustee: (A) the name, age, business address and residential address of the person; (B) the principal occupation or employment of the person; (C) the number of Trust Units which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of Trust Unitholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and (D) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of Trustees pursuant to applicable securities laws; and
 - (ii) as to the Nominating Unitholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Unitholder has a right to vote any Trust Units and any other information relating to such Nominating Unitholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of Trustees pursuant to applicable securities laws.

- (e) The Trust may require any proposed nominee to furnish such other information as may reasonably be required by the Trust to determine the eligibility of such proposed nominee to serve as an independent Trustee or that could be material to a reasonable Trust Unitholder's understanding of the independence, or lack thereof, of such proposed nominee.
- (f) No person shall be eligible for election as a Trustee unless nominated in accordance with the provisions of this Section 8.3 and unless such person complies with the requirements of Section 8.1; provided, however, that nothing in this Section 8.3 shall be deemed to preclude discussion by a Trust Unitholder (as distinct from the nomination of Trustees) at a meeting of Trust Unitholders of any matter in respect of which it would have been entitled to submit to a vote pursuant to the terms and conditions contained in this Declaration of Trust. The Chair of the applicable 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) For purposes of this Section 8.3, "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Trust under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.
- (h) Notwithstanding the foregoing, the Trustees may, in their sole discretion, waive any requirement in this Section 8.3.

8.4 Consent to Act

- (a) A Person who is elected or appointed a Trustee hereunder (other than the Initial Trustees whose consent to act was given by the signatures to the 2001 Declaration) shall not become a Trustee until the Person has, either before or after such election or appointment, executed and delivered to the Trust a consent substantially as follows:

"To: Chemtrade Logistics Income Trust (the "Trust")
And to: The Trustees thereof

The undersigned hereby consents to act as a Trustee of the Trust and hereby agrees, upon the later of the date of this consent and the date of the undersigned's election or appointment as a Trustee of the Trust, to thereby become a party, as a Trustee, to the Amended and Restated Declaration of Trust dated as of the 12th day of May, 2016, as amended from time to time, constituting the Trust.

Dated: _____

[Signature]

[Print Name]"

- (b) Upon the later of a Person being elected or appointed a Trustee hereunder and executing and delivering to the Trust a consent substantially as set forth in subsection 8.4(a), such Person shall become a Trustee hereunder and shall be deemed to be a party (as a Trustee) to this Declaration of Trust, as amended from time to time.

8.5 Failure to Elect Minimum Number of Trustees

If a meeting of Trust Unitholders fails to elect the minimum number of Trustees required by this Declaration of Trust by reason of the disqualification or death of any nominee, the Trustees elected at the meeting may exercise all of the powers of the Trustees if the number of Trustees so elected constitutes a quorum.

8.6 Ceasing to Hold Office

A Trustee ceases to hold office when:

- (a) he or she dies or resigns;
- (b) he or she is removed in accordance with Section 8.7; or
- (c) he or she ceases to be duly qualified to act as a Trustee as provided under Section 8.1.

A resignation of a Trustee becomes effective at the time a written resignation is sent to the Trust, or at the time specified in the resignation, whichever is later, provided that if, upon the resignation becoming effective, the number of remaining Trustees would be less than the number necessary to constitute a quorum for a meeting of Trustees, the resignation is not effective until the resigning Trustee's successor is duly elected or appointed as a Trustee.

Upon a Trustee ceasing to hold office as such hereunder, such Trustee shall cease to be a party (as a Trustee) to this Declaration of Trust; provided, however, that such Trustee shall continue to be entitled to be paid any amounts owing by the Trust to the Trustee and to the benefits of the indemnity provided in Section 9.8. Upon the resignation or removal of any Trustee, or upon a Trustee otherwise ceasing to be a Trustee, the Trustee shall cease to have the rights, privileges and powers of a Trustee hereunder, shall execute and deliver such documents as the remaining Trustees shall require for the conveyance of any Trust property held in that Trustee's name, shall account to the remaining Trustees as they may require for all property which that Trustee holds as Trustee, shall resign from all representative or other positions held by such Trustee on behalf of the Trust, including as a director or officer of any Person in which the Trust owns any securities (directly or indirectly) and shall thereupon be discharged as Trustee. Upon the

incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees may require as provided in this Section 8.6. In the event that a Trustee or his or her legal representatives, as applicable, are unable or unwilling to execute and deliver such required documents, each of the remaining Trustees is hereby appointed as the attorney of such Trustee for the purposes of executing and delivering such required documents.

8.7 Removal of Trustees

The Trust Unitholders may remove any Trustee or Trustees from office, by resolution approved by a majority of the votes cast at a meeting of Trust Unitholders called for that purpose. This Declaration of Trust may not be amended to require a greater number of votes of Trust Unitholders to remove a Trustee than the number set forth in this Section 8.7 unless the Trust Unitholders unanimously agree. A vacancy created by the removal of a Trustee may be filled at the meeting of Trust Unitholders at which the Trustee is removed or, if not so filled, may be filled as set forth in Section 8.8.

8.8 Filling Vacancies

Subject to subsection 8.2(b), a quorum of Trustees may fill a vacancy among the Trustees, except a vacancy resulting from a failure to elect the minimum number of Trustees fixed by or pursuant to this Declaration of Trust. If there is not a quorum of Trustees, or if there has been a failure to elect the minimum number of Trustees required by or pursuant to this Declaration of Trust, the Trustees then in office shall forthwith call a special meeting of Trust Unitholders to fill the vacancy and, if they fail to call a meeting or if there are no Trustees then in office, the meeting may be called by any Trust Unitholder. A Trustee elected or appointed to fill a vacancy holds office, subject to Section 8.6, until the close of the next annual meeting of the Trust Unitholders.

8.9 Validity of Acts

Any act of a Trustee is valid notwithstanding any irregularity in the election or appointment of the Trustees or a defect in the qualifications of the Trustees.

8.10 Successor and Additional Trustee

The rights of the Trustees to control and exclusively administer the Trust and to have the title to the Trust Assets drawn up in their names or in the name of any other successor and all other rights of the Trustees at law shall vest automatically in any Person who may hereafter become a Trustee upon such Person's due election or appointment and qualification without any further act and such Person shall thereupon have all the rights, privileges, powers, authorities, obligations and immunities of a Trustee hereunder whether or not conveyancing documents have been executed and delivered pursuant to Section 8.6 or otherwise.

ARTICLE 9 CONCERNING THE TRUSTEES

9.1 Powers of the Trustees

Subject to the terms and conditions of this Declaration of Trust, the Trustees may exercise from time to time in respect of the Trust Assets and the investments and affairs of the Trust any and all rights, powers and privileges that could be exercised by a legal and beneficial owner thereof.

9.2 Specific Powers and Authorities

Subject only to the express limitations contained in this Declaration of Trust and in addition to any other powers and authorities conferred by this Declaration of Trust or which the Trustees may have by virtue of any present or future statute or rule of law, the Trustees without any action or consent by the Trust Unitholders shall have and may exercise at any time and from time to time the following powers and authorities which may or may not be exercised by the Trustees in such manner and upon such terms and conditions as they may from time to time determine proper including the following powers and authorities:

- (a) to supervise the activities and manage the investments and affairs of the Trust;
- (b) to maintain records and provide reports to Trust Unitholders;
- (c) to collect, sue for and receive all sums of money due to the Trust;
- (d) to effect payment of distributions to the Trust Unitholders as provided in Article 5 but not contrary to any provisions of any Subordination Agreement or the terms of any Chemtrade Notes or the subordination provisions of any Chemtrade Note Indenture under which the same are issued;
- (e) to invest funds of the Trust as provided in Article 4;
- (f) if the Trustees become aware by written notice that the beneficial owners of 49% of the Trust Units then outstanding are, or may be, Non-residents (as defined below) or that such situation is imminent, the Trustees shall ensure that the limitations on non-resident ownership as provided in Section 13.5 are met;
- (g) to possess and exercise all the rights, powers and privileges pertaining to the ownership of Chemtrade Common Shares, Chemtrade Notes (subject to the applicable Chemtrade Note Indenture), and any other securities to the same extent that an individual might, unless otherwise limited herein, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice, or waive any notice, either in Person or by proxy or power of attorney, with or without power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally or for any particular meeting or action and may include the exercise of discretionary power;
- (h) where reasonably required, to engage or employ on behalf of the Trust any Persons as agents, representatives, employees or independent contractors

(including, without limitation, investment advisors, registrars, underwriters, accountants, lawyers, appraisers, brokers or otherwise) in one or more capacities;

- (i) except as prohibited by law, to delegate any of the powers and duties of the Trustees to any one or more agents, representatives, officers, employees, independent contractors or other Persons without liability to the Trustees, except as provided in Section 10.1 and in any other provision of this Declaration of Trust;
- (j) to engage in, intervene in, prosecute, join, defend, compromise, abandon or adjust, by arbitration or otherwise, any actions, suits, disputes, claims, demands or other litigation or proceedings, regulatory or judicial, relating to the Trust, the assets of the Trust or the Trust's affairs, to enter into agreements therefor, whether or not any suit or proceeding is commenced or claim asserted and, in advance of any controversy, to enter into agreements regarding the arbitration, adjudication or settlement thereof;
- (k) to arrange for insurance contracts and policies insuring the Trust, its assets, the business of Chemtrade and/or any or all of the Trustees or the Trust Unitholders, including against any and all claims and liabilities of any nature asserted by any Person arising by reason of any action alleged to have been taken or omitted by the Trust or by the Trustees or Trust Unitholders;
- (l) to cause legal title to any of the assets of the Trust to be held by and/or in the name of a Trustee, or except as prohibited by law, by and/or in the name of the Trust or any other custodian or Person, on such terms, in such manner, with such powers in such Person as the Trustees may determine and with or without disclosure that the Trust or the Trustee is interested therein; provided, however, that should legal title to any of the Trust Assets be held by and/or in the name of any Person or Persons other than a Trustee or the Trust, the Trustees shall require such Person or Persons to execute a trust agreement acknowledging that legal title to such assets is held in trust for the benefit of the Trust;
- (m) to issue securities of the Trust, including Trust Units, for such consideration as the Trustees may deem appropriate in their sole discretion, such issuance to be subject to the terms and conditions of the Declaration of Trust;
- (n) to do all such other acts and things as are incidental to the foregoing, and to exercise all powers which are necessary or useful to carry on the purpose and activities of the Trust, to promote any of the purposes for which the Trust is formed and to carry out the provisions of this Declaration of Trust;
- (o) the Trustees shall use their best efforts to ensure that the Trust qualifies at all times as a "mutual fund trust" pursuant to subsection 132(6) of the Tax Act and that the Trust Units are not foreign property within the meaning of the Tax Act;
- (p) in addition to the mandatory indemnification provided for in Section 9.8 to the extent permitted by law to indemnify, or enter into agreements with respect to the indemnification of any Person with whom the Trust has dealings including,

without limitation, the Trustees, the Depository, registrar and transfer agent or escrow agent, to such extent as the Trustees shall determine;

- (q) with the approval or confirmation of Trust Unitholders, enact and from time to time amend or repeal by-laws not inconsistent with this Declaration of Trust containing provisions relating to the Trust, the Trust Assets and the conduct of the affairs of the Trust, but not in conflict with any provision of this Declaration of Trust;
- (r) without limit as to amount, to issue any type of debt securities or convertible debt securities and to borrow money or incur any other form of indebtedness for the purpose of carrying out the purposes of the Trust or for other expenses incurred in connection with the Trust and for such purposes may draw, make, execute and issue promissory notes and other negotiable and non-negotiable instruments or securities and evidences of indebtedness, secure the payment of sums so borrowed or indebtedness incurred and mortgage, pledge, assign or grant a security interest in any money owing to the Trust or engage in any other means of financing the Trust; and
- (s) to pay all taxes or assessments, of whatever kind or nature, whether within or outside Canada, imposed upon or against the Trustees in connection with the Trust Assets, undertaking or income of the Trust, or imposed upon or against the Trust Assets, undertaking or income of the Trust, or any part thereof and to settle or compromise disputed tax liabilities and for the foregoing purposes to make such returns, take such deductions, and make such designations, elections and determinations in respect of Net Income or Net Realized Capital Gains distributed to Trust Unitholders in the year and any other matter as shall be permitted under the Tax Act (provided that to the extent necessary the Trustees will seek the advice of the Trust's counsel or the Auditors), and do all such other acts and things as may be deemed by the Trustees in their sole discretion to be necessary, desirable or convenient.
- (t) to guarantee the obligations of Chemtrade or any Affiliate of the Trust pursuant to any good faith debt for borrowed money incurred by Chemtrade or the Affiliate, as the case may be, and to pledge securities issued by Chemtrade or the Affiliate, as the case may be, or otherwise grant security interests in all or any part of the Trust Assets as security for such guarantee.

9.3 Restrictions on Trustee's Powers

- (a) Notwithstanding subsection 9.2(g), the Trustees may not under any circumstances whatsoever authorize in any manner:
 - (i) any sale, lease or other disposition of, all or substantially all of the assets of Chemtrade, taken as a whole, except in conjunction with an internal reorganization or pursuant to a pledge in accordance with subsection 9.2(t);

- (ii) any amalgamation, arrangement or other merger of the Company with any other corporation except in conjunction with an internal reorganization;
- (iii) any material amendment to a Chemtrade Note Indenture other than in contemplation of a future issuance of Chemtrade Notes; or
- (iv) any material amendment to the constating documents of any Chemtrade entity to change the authorized equity capital in a manner which may be prejudicial to the Trust;

without the approval of the Trust Unitholders by Special Resolution at a meeting of Trust Unitholders called for that purpose.

- (b) Except pursuant to a pledge in accordance with subsection 9.2(t) hereof, the Trustees shall have no power to sell or otherwise dispose of any Chemtrade Common Shares or Chemtrade Notes (except pursuant to an in specie redemption under Section 6.5), or to sell all or substantially all of the Trust Assets or cause Chemtrade, taken as a whole, to sell, lease or otherwise dispose of all or substantially all of their assets, except with the approval of the Trust Unitholders by Special Resolution at a meeting of Trust Unitholders called for that purpose or except as part of an internal reorganization of the direct or indirect assets of the Trust as a result of which the Trust has the same interest, whether direct or indirect, in the assets as the interest, whether direct or indirect, that it had prior to the reorganization.
- (c) The Trustees shall only vote Chemtrade Common Shares and exercise the rights under Chemtrade Notes in the manner provided for herein or permitted under the applicable Chemtrade Note Indenture, on the conditions contained therein.

9.4 Banking

The banking activities of the Trust, or any part thereof, including, but without restricting the generality of the foregoing, the operation of the Trust's accounts; the making, signing, drawing, accepting, endorsing, negotiation, lodging, depositing or transferring of any cheques, promissory notes, drafts, acceptances, bills of exchange and orders for the payment of money; the giving of receipts for orders relating to any property of the Trust; the execution of any agreement relating to any property of the Trust; the execution of any agreement relating to any such banking activities and defining the rights and powers of the parties thereto; and the authorizing of any officer of such banker to do any act or thing on the Trust's behalf to facilitate such banking activities, shall be transacted with such bank, trust company, or other firm or corporation carrying on a banking business as the Trustees may designate, appoint or authorize from time to time and shall be transacted on the Trust's behalf by one or more officers of the Trust or Chemtrade as the Trustees may designate, appoint or authorize from time to time.

9.5 Standard of Care and Duties

The Trustees shall act honestly and in good faith with a view to the best interests of the Trust and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent Person would exercise in comparable circumstances. The Trustees shall not be liable in

carrying out their duties under this Declaration of Trust except in cases where the Trustees fail to act honestly and in good faith with a view to the best interests of the Trust or to exercise the degree of care, diligence and skill that a reasonably prudent individual would exercise in comparable circumstances. The duties and standard of care of the Trustees provided as aforesaid are intended to be similar to, and not to be any greater than, those imposed on a director of a corporation governed by the *Business Corporations Act* (Ontario). Unless otherwise required by law, the Trustees shall not be required to give bond surety or security in any jurisdiction for the performance of any duties or obligations hereunder. The Trustees shall not be required to devote their entire time to the investments or business or affairs of the Trust.

9.6 Fees and Expenses

As part of the expenses of the Trust, the Trustees may pay or cause to be paid out of the Trust Assets, reasonable fees, costs and expenses incurred in connection with the administration and management of the Trust, including (without limitation) fees of auditors, accountants, lawyers, appraisers and other agents, consultants and professional advisors employed by or on behalf of the Trust and the cost of reporting or giving notices to Trust Unitholders. All costs, charges and expenses properly incurred by the Trustees on behalf of the Trust shall be payable out of the Trust Assets.

9.7 Limitations on Liability of Trustees

- (a) Subject to the standard of care set forth in Section 9.5, none of the Trustees nor the officers shall be liable to any Trust Unitholder for any action taken in good faith in reliance on any documents that are, prima facie, properly executed; for any depreciation of, or loss to, the Trust incurred by reason of the sale of any security; for the loss or disposition of monies or securities; or for any other action or failure to act including, without limitation, the failure to compel in any way any former trustee to redress any breach of trust or any failure by Chemtrade to perform obligations or pay monies owed to the Trust, except for a breach of the standard of care, diligence and skill as set out in Section 9.5 or a breach of Section 9.3. If the Trustees have retained an appropriate expert or advisor with respect to any matter connected with their duties under this Declaration of Trust, the Trustees may act or refuse to act based on the advice of such expert or advisor and, notwithstanding any provision of this Declaration of Trust, including, without limitation, the standard of care, diligence and skill set out in Section 9.5 hereof, the Trustees shall not be liable for any action or refusal to act based on the advice of any such expert or advisor which it is reasonable to conclude is within the expertise of such expert or advisor to give.
- (b) None of the Trustee nor any officer, director, employee or agent thereof shall be subject to any liability whatsoever in tort, contract or otherwise, in connection with Trust Assets or the affairs of the Trust, including, without limitation, in respect of any loss or diminution in value of any Trust Assets, to the Trust or to the Trust Unitholders or to any other Person for anything done or permitted to be done by the Trustees. The Trustees shall not be subject to any personal liability for any debts, liabilities, obligations, claims, demands, judgements, costs, charges or expenses against or with respect to the Trust arising out of anything done or

permitted or omitted to be done in respect of the execution of the duties of the office of Trustees for or in respect to the affairs of the Trust. No property or assets of the Trustees, owned in their personal capacity or otherwise, will be subject to any levy, execution or other enforcement procedure with regard to any obligations under this Declaration of Trust or under any other related agreements. No recourse may be had or taken, directly or indirectly, against the Trustees in their personal capacity or against any incorporator shareholder, director, officer, employee or agent of the Trustees or any successor of the Trustees. The Trust shall be solely liable therefor and resort shall be had solely to the Trust Assets for payment or performance thereof.

9.8 Indemnification of Trustees

Each Trustee, each former Trustee, each officer of the Trust and each former officer of the Trust shall be entitled to be and shall be indemnified and reimbursed out of the Trust Assets in respect of any and all taxes, penalties or interest in respect of unpaid taxes or other governmental charges imposed upon the Trustee or officer in consequence of its performance of its duties hereunder and in respect of any and all costs, charges and expenses, including amounts paid to settle an action or satisfy a judgement, reasonably incurred in respect of any civil, criminal or administrative action or proceeding to which the Trustee, former Trustee, officer or former officer is made a party by reason of being or having been a Trustee or officer of the Trust or, at the request of the Trust, a director or officer of Chemtrade or an Affiliate; provided that a Trustee, former Trustee, officer or former officer shall not be indemnified out of the Trust Assets in respect of unpaid taxes or other governmental charges or in respect of such costs, charges and expenses that arise out of or as a result or in the course of his or her failure to act honestly and in good faith with a view to the best interests of the Trust Unitholders. A Trustee, former Trustee, officer or former officer shall not be entitled to satisfy any right of indemnity or reimbursement granted herein, or otherwise existing under law, except out of the Trust Assets, and no Trust Unitholder or other Trustee or officer shall be personally liable to any Person with respect to any claim for such indemnity or reimbursement as aforesaid.

9.9 Contractual Obligations of Trust

In respect of any obligations or liabilities being incurred by the Trust or the Trustees on behalf of the Trust, the Trustees and the Trust shall make all reasonable efforts to include as a specific term of such obligations or liabilities a contractual provision to the effect that neither the Trust Unitholders nor the Trustees shall have any personal liability or obligations in respect thereof. The omission of such statement from any such document or instrument shall not render the Trustees or the Trust Unitholders liable to any Person, nor shall the Trustees or the Trust Unitholders be liable for such omission. If, notwithstanding this provision, the Trustees or any Trust Unitholder shall be held liable to any Person by reason of the omission of such statement from any such agreement, undertaking or obligation such Trustee or Trust Unitholder shall be entitled to indemnity and reimbursement out of the Trust Assets to the full extent of such liability.

9.10 Conflicts of Interest

- (a) A Trustee or an officer of the Trust shall disclose to the Trust, in writing or by requesting to have entered in the minutes of meetings of the Trustees or of meetings of committees of Trustees, the nature and extent of any interest that he or she has in a material contract or transaction, whether made or proposed, with the Trust, if such Trustee or officer:
 - (i) is a party to the contract or transaction;
 - (ii) is a director or officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or
 - (iii) has a material interest in a party to the contract or transaction.
- (b) The disclosure required in subsection (a) must be made, in the case of a Trustee:
 - (i) at the meeting at which the proposed material contract or transaction is first considered;
 - (ii) if the Trustee was not then interested in the proposed material contract or transaction, at the first such meeting after he or she becomes so interested;
 - (iii) if the Trustee becomes interested after a material contract or transaction is entered into, at the first meeting of Trustees after he or she becomes so interested; or
 - (iv) if a person who is interested in a material contract or transaction later becomes a Trustee, at the first such meeting after he or she becomes a Trustee.
- (c) The disclosure required in subsection (a) must be made, in the case of an officer of the Trust who is not a Trustee:
 - (i) immediately after he or she becomes aware that the contract, transaction, proposed contract or proposed transaction is to be considered or has been considered at a meeting;
 - (ii) if the officer becomes interested after a contract or transaction is made, immediately after he or she becomes so interested; or
 - (iii) if a person who is interested in a contract or transaction later becomes an officer, immediately after he or she becomes an officer.
- (d) Notwithstanding subsections (b) and (c), if a material contract or material transaction, whether entered into or proposed, is one that, in the ordinary course of business of the Trust, would not require approval by the Trustees or Trust Unitholders, then a Trustee or officer shall disclose in writing to the Trustees, or request to have entered in the minutes of meetings of the Trustees or of meetings

of committees of the Trustees, the nature and extent of his or her interest immediately after he or she becomes aware of the contract or transaction.

- (e) A Trustee required to make disclosure under subsection (a) shall not vote on any resolution to approve the contract or transaction unless the contract or transaction:
 - (i) relates primarily to his or her remuneration as a Trustee, officer, employee, agent or mandatary of the Trust or any Affiliate of the Trust;
 - (ii) is for indemnity as permitted hereunder or the purchase of liability insurance; or
 - (iii) is with an Affiliate.
- (f) For the purposes hereof, a general notice to the Trustees by a Trustee or an officer of the Trust declaring that he or she is to be regarded as interested, for any of the following reasons, in a contract or transaction made with a party, is a sufficient declaration of interest in relation to the contract or transaction:
 - (i) the Trustee or officer is a director or officer, or acting in a similar capacity, of the party;
 - (ii) the Trustee or officer has a material interest in the party; or
 - (iii) there has been a material change in the nature of the interest of the Trustee or officer in the party.
- (g) The Trust Unitholders may examine the portions of any minutes of meetings of Trustees or of committees of Trustees that contain disclosures under this Section 9.10, and any other documents that contain those disclosures, during normal business hours.
- (h) A contract or transaction for which disclosure is required under subsection (a) is not invalid, and the Trustee or officer, as applicable, is not accountable to the Trust or to the Trust Unitholders for any profit or gain realized from the contract or transaction because of that interest in the contract or transaction or because the Trustee was present or was counted to determine whether a quorum existed at the meeting of Trustees or committee of Trustees that considered the contract or transaction, if:
 - (i) the Trustee or officer disclosed his or her interest as set out above,
 - (ii) the Trustees approved the contract or transaction, and
 - (iii) the contract or transaction was reasonable and fair to the Trust at the time it was so approved.
- (i) Even if the conditions of subsection (h) are not met, a Trustee or officer of the Trust, acting honestly and in good faith, is not accountable to the Trust or to the

Trust Unitholders for any profit realized from a contract or transaction for which disclosure is required under subsection (a), and the contract or transaction is not invalid by reason only of the interest of the Trustee or officer in the contract or transaction, if:

- (i) the contract or transaction is approved or confirmed by Special Resolution at a meeting of Trust Unitholders;
 - (ii) disclosure of the interest was made to Trust Unitholders in a manner sufficient to indicate its nature before the contract or transaction was approved or confirmed; and
 - (iii) the contract or transaction was reasonable and fair to the Trust when it was approved or confirmed.
- (j) If a Trustee or officer fails to comply with this section, the Trust, any Trustee or any Trust Unitholder may apply to court for an order setting aside the contract or transaction on any terms that it sees fit, or require the Trustee or officer to account to the Trust for any profit or gain realized on it, or do both of those things.

9.11 Conditions Precedent

The obligation of the Trustees to commence or continue any act, action, suit or proceeding or to represent the Trust in any action, suit or proceeding shall be conditional upon sufficient funds being available to the Trustees from the Trust Assets to commence or continue such act, action, suit or proceeding or to represent the Trust in any action, suit or proceeding and an indemnity reasonably satisfactory to the Trustees to protect and hold harmless the Trustees against the costs, charges and expenses and liabilities to be incurred therein and any loss and damage it may suffer by reason thereof. None of the provisions contained in this Declaration of Trust shall require the Trustees to expend or risk their own funds or otherwise incur financial liability in the performance of their duties or in the exercise of any of their rights or powers unless it is given an indemnity and funding satisfactory to the Trustees, acting reasonably.

ARTICLE 10 COMMITTEES OF TRUSTEES

10.1 Delegation

Except as prohibited by law, the Trustees may appoint from their number a committee of Trustees and may delegate to the committee of Trustees such authority as the Trustees may in their sole discretion deem necessary or desirable to effect the administration of the duties of the Trustees under this Declaration of Trust, without regard to whether such authority is normally granted or delegated by Trustees; provided that the Trustees may not delegate to any managing Trustee or any committee of Trustees or any officer the authority to: (a) submit to Trust Unitholders any question or matter requiring the approval of Trust Unitholders; (b) fill a vacancy among the Trustees or appoint additional trustees; (c) issue Trust Units except as authorized by the Trustees; (d) declare distributions; (e) approve a proxy circular; (f) approve a take-over bid circular; or (g) approve the annual financial statements of the Trust.

10.2 Procedure

Unless otherwise determined by the Trustees, a quorum for meetings of any committee shall be a majority of its members, each committee shall have the power to appoint its Chair and the rules for calling, holding, conducting and adjourning meetings of the committee shall be the same as those governing the Trustees. Each member of a committee shall serve during the pleasure of the Trustees and, in any event, only so long as he or she shall be a Trustee. The Trustees may fill vacancies in a committee by appointment from among their members. Provided that a quorum is maintained, the committee may continue to exercise its powers notwithstanding any vacancy among its members.

ARTICLE 11 AMENDMENT

11.1 Amendment

- (a) Subject to subsection (d) and except where specifically provided otherwise herein, the Trustees shall submit to the Trust Unitholders at the next meeting of Trust Unitholders any amendment to this Declaration of Trust that has not been approved by the Trust Unitholders, and the Trust Unitholders may, by Special Resolution, confirm, reject or amend the amendment to the Declaration of Trust.
- (b) An amendment to this Declaration of Trust which the Trustees are expressly empowered to make pursuant to the terms hereof is effective from the date the amended Declaration of Trust is signed which reflects the amendment approved by the Trustees and, if subsection (a) applies, until it is confirmed, confirmed as amended or rejected by the Trust Unitholders under subsection (a) or until it ceases to be effective under subsection (c) and, where the amendment is confirmed or confirmed as amended, it continues in effect in the form in which it was so confirmed.
- (c) If an amendment to this Declaration of Trust is rejected by the Trust Unitholders, or if the Trustees do not submit an amendment to the Trust Unitholders as required under subsection (a), the amendment ceases to be effective immediately after the meeting of Trust Unitholders referred to in subsection (a) and no subsequent resolution of the Trustees to amend the Declaration of Trust having substantially the same purpose or effect is effective until it is confirmed or confirmed as amended by the Trust Unitholders. The Trustees shall sign an amended Declaration of Trust which removes the rejected or unapproved amendment.
- (d) The provisions of this Declaration of Trust may be amended by the Trustees without the consent, approval or ratification of the Trust Unitholders or any other Person at any time for the purpose of:
 - (i) ensuring continuing compliance with applicable laws, regulations, requirements or policies of any governmental authority having jurisdiction over the Trustees or the Trust;

- (ii) providing additional protection, in the opinion of Counsel, for the Trust Unitholders;
- (iii) removing any conflicts or inconsistencies in this Declaration of Trust or making minor corrections which are, in the opinion of the Trustees, necessary or desirable and not prejudicial to the Trust Unitholders; or
- (iv) making amendments which, in the opinion of the Trustees, are necessary or desirable as a result of changes in Canadian taxation laws.

Any Trust Unitholder may apply to a court for an order setting aside any such amendment on the grounds that it does not fall within clauses (i) to (iv) above.

- (e) Notwithstanding the forgoing (i) no amendment may be made to this Declaration of Trust, the subject matter of which is contemplated by Sections 8.7, 9.3, 12.5 or 15.2, except in accordance with the approval thresholds set out in such Sections; and (ii) no amendment to this Declaration of Trust shall modify the right to one vote per Trust Unit or reduce the fractional undivided interest in the Trust Assets represented by any Trust Unit without the consent of the holder of such Trust Unit and no amendment shall reduce the percentage of votes required to be cast at a meeting of the Trust Unitholders for the purpose of this Section 11.1 without the consent of the holders of all of the Trust Units then outstanding.

11.2 Notification of Amendment

As soon as shall be practicable after the making of any amendment pursuant to this Article 11, the Trustees shall furnish written notification of the substance of such amendment to each Trust Unitholder.

ARTICLE 12 MEETINGS OF TRUST UNITHOLDERS

12.1 Annual and Special Meetings of Trust Unitholders

Annual meetings of the Trust Unitholders shall be called by the Trustees not later than 15 months after holding the last preceding annual meeting of Trust Unitholders but no later than six months after the end of the Trust's preceding financial year, at a time and at a place in Canada set by the Trustees. Notwithstanding the forgoing, the Trust may apply to the court for an order extending the time for calling an annual meeting. The business transacted at such meetings shall include the presentation of the audited financial statements of the Trust for the immediately preceding fiscal year, the appointment of the Trustees for the ensuing year in accordance with Article 8, the appointment of Auditors and the transaction of such other business as Trust Unitholders may be entitled to vote upon as hereinafter provided in this Article 12 or as the Trustees may determine.

Special meetings of the Trust Unitholders may be called at any time by the Trustees and, subject to Section 12.12 and the remainder of this Section 12.1, shall be called by the Trustees upon a written requisition of Trust Unitholders holding in the aggregate not less than 5% of the Trust Units then outstanding, such requisition specifying in reasonable detail the business proposed to be transacted at the meeting and being sent to each Trustee and the head office of the Trust.

Upon receipt by the Trustees of a written requisition for a meeting from Trust Unitholders holding the requisite number of Trust Units as aforesaid, the Trustees shall call a special meeting of Trust Unitholders to transact the business referred to the requisition, unless:

- (a) a record date for a meeting of Trust Unitholders has been fixed and notice thereof has been given to each stock exchange in Canada on which the Trust Units are listed for trading;
- (b) the Trustees have called a meeting of Trust Unitholders and have given notice thereof pursuant to Section 12.2; or
- (c) in connection with the business as stated in the requisition:
 - (i) it clearly appears that the matter covered by the requisition is (A) submitted by a Trust Unitholder primarily for the purpose of enforcing a personal claim or redressing a personal grievance against the Trust, the Trustees, the Trust Unitholders or other securityholders of the Trust; or (B) does not relate in a significant way to the business or affairs of the Trust;
 - (ii) the Trust, at the request of any of the Trust Unitholders who signed the requisition, included a matter covered by another requisition in an information circular relating to a meeting of Trust Unitholders held within two years preceding the receipt of the requisition and such Trust Unitholder failed to present the matter, in person or by proxy, at the meeting;
 - (iii) substantially the same matter covered by the requisition was submitted to Trust Unitholders in an information circular relating to a meeting of Trust Unitholders held within two years preceding the receipt of the requisition and the matter covered by the requisition was not approved at the meeting; or
 - (iv) the rights conferred by this Section 12.1 are being abused to secure publicity.

Subject to the foregoing, if the Trustees do not within 21 days after receiving the requisition call a meeting, any Trust Unitholder who signed the requisition may call the meeting as nearly as possible in the manner in which meetings are to be called pursuant to this Article 12.

Unless the Trust Unitholders otherwise resolve at a meeting called under this Section 12.1, the Trust shall reimburse the Trust Unitholders who signed the requisition the expenses reasonably incurred by them in requisitioning, calling and holding the meeting.

The Chair of any annual or special meeting shall be the Chair of the Trustees or any other individual specified by resolution of the Trustees or, in the absence of the foregoing, any individual appointed as Chair of the meeting by the Trust Unitholders present. The Trustees, the officers of the Trust, the Auditors and any other Person approved by the Trustees, the Chair of

the meeting or by resolution passed by a majority of the votes cast by Trust Unitholders represented at the meeting may attend meetings of the Trust Unitholders.

12.2 Notice of Meetings

Notice of all meetings of Trust Unitholders shall be given by either (a) electronic delivery, or (b) if the Trust Unitholder has not indicated a preference for electronic delivery, unregistered mail, postage prepaid, addressed to each Trust Unitholder at his or her last address on the books of the Trust, mailed at least 21 days and not more than 50 days before the meeting. Such notice shall specify the time when, and the place where, such meeting is to be held and shall specify the nature of the business to be transacted at such meeting in sufficient detail to permit a Trust Unitholder to form a reasoned judgement thereon, together with the text of any Special Resolution or any other resolution of the Trust Unitholders, at the time of mailing of the notice, proposed to be passed. Any adjourned meeting, other than a meeting adjourned for lack of a quorum under subsection 12.6(b), may be held as adjourned without further notice. The accidental omission to give notice or the non-receipt of such notice by a Trust Unitholder shall not invalidate any resolution passed at any such meeting. Notwithstanding the foregoing, a meeting of Trust Unitholders may be held at any time without notice if all the Trust Unitholders are present or represented thereat or those not so present or represented have waived notice. Any Trust Unitholder (or a duly appointed proxy of a Trust Unitholder) may waive any notice required to be given under the provisions of this section, and such waiver, whether given before or after the meeting, shall cure any default in the giving of such notice.

12.3 Quorum

At any meeting of the Trust Unitholders, subject as hereinafter provided, a quorum shall consist of two or more individuals present in person either holding personally or representing as proxies not less in aggregate than 25% of the vote attached to all outstanding Trust Units. In the event of such quorum not being present at the appointed place on the date for which the meeting is called within 30 minutes after the time fixed for the holding of such meeting, the meeting, if called by request of Trust Unitholders, shall be terminated and, if otherwise called, shall stand adjourned to such day being not less than 14 days later and to such place and time as may be appointed by the Chair of the meeting. If at such adjourned meeting a quorum as above defined is not present, the Trust Unitholders present either personally or by proxy shall form a quorum, and any business may be brought before or dealt with at such an adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

12.4 Voting Rights of Trust Unitholders

Only Trust Unitholders of record shall be entitled to vote and each Trust Unit shall entitle the holder or holders of that Trust Unit to one vote on a poll vote at any meeting of Trust Unitholders. Every question submitted to a meeting, other than a Special Resolution, shall, unless a poll vote is demanded, be decided by a show of hands vote, on which every Person present and entitled to vote shall be entitled to one vote. At any meeting of Trust Unitholders, any holder of Trust Units entitled to vote thereat may vote by proxy and a proxy need not be a Trust Unitholder, provided that no proxy shall be voted at any meeting unless it shall have been received by the Transfer Agent for verification at least 24 hours prior to the commencement of

such meeting. When any Trust Unit is held jointly by several Persons, any one of them may vote at any meeting in person or by proxy in respect of such Trust Unit, but if more than one of them shall be present at such meeting in person or by proxy, and such joint owners or their proxies so present disagree as to any vote to be cast, such vote purporting to be executed by or on behalf of a Trust Unitholder shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

12.5 Resolutions Binding the Trustees

Trust Unitholders shall be entitled to pass resolutions that will bind the Trust only with respect to the following matters:

- (a) the election or removal of a Trustee (or increasing the number of votes of Trust Unitholders required to remove a Trustee) as provided in Article 8;
- (b) the appointment or removal of Auditors as provided in Article 18;
- (c) the appointment of an inspector as provided in Section 12.12;
- (d) amendments of this Declaration of Trust as provided in Section 11.1;
- (e) the termination of the Trust as provided in Section 15.2;
- (f) the sale or other disposition of Chemtrade Common Shares or Chemtrade Notes, the sale of all or substantially all of the Trust Assets or the sale, lease or other disposition of all or substantially all of the assets of Chemtrade, taken as a whole, as provided in subsection 9.3(b);
- (g) the exercise of certain voting rights attached to the securities of Chemtrade held by the Trust as provided in subsection 9.3(a);
- (h) the dissolution of the Trust prior to the end of its term; and
- (i) any other matters which (i) expressly require the approval of the Trust Unitholders pursuant to this Declaration of Trust; or (ii) the Trustees determine to present to the Trust Unitholders for their approval or ratification notwithstanding that there is no express requirement for such approval or ratification hereunder.

Except with respect to the above matters set out in this Section 12.5, no action taken by the Trust Unitholders or any resolution of the Trust Unitholders at any meeting shall in any way bind the Trustees. Any action taken or resolution passed in respect of any matter at a meeting of Trust Unitholders shall be by Special Resolution, except (i) if the contrary is otherwise expressly provided under any specific provision of this Declaration of Trust, (ii) for the matters set out in subsections 12.5(a) and 12.5(b) above which matters may be dealt with by a resolution passed by a majority of the votes cast by Trust Unitholders represented at the meeting, and (iii) if the matter is one which the Trustees present to the Trust Unitholders for their approval or ratification notwithstanding that there is no express requirement for such approval or ratification hereunder, in which case any such action taken or resolution passed shall be by Special Resolution or by a

majority of the votes cast by Trust Unitholders represented at the meeting, whichever the Trustees may deem appropriate.

12.6 Meaning of “Special Resolution”

- (a) The expression “Special Resolution” when used in this Declaration of Trust means, subject to Article 12, a resolution proposed to be passed as a special resolution at a meeting of Trust Unitholders (including an adjourned meeting) duly convened for that purpose and held in accordance with the provisions of this Article at which two or more individuals present in person either holding personally or representing as proxies not less in aggregate than 25% of the number of Trust Units then outstanding and passed by the affirmative votes of the holders of more than 66 $\frac{2}{3}$ % of the Trust Units represented at the meeting and voted on a poll upon such resolution.
- (b) Notwithstanding Section 12.3, if at any meeting at which a Special Resolution is proposed to be passed the holders of 25% of the aggregate number of Trust Units outstanding are not present in person or by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by or on the requisition of Trust Unitholders, shall be dissolved; but in any other case it shall stand adjourned to such date, being not less than 21 nor more than 60 days later and to such place and time as may be appointed by the Chair of the meeting. Not less than 10 days prior notice shall be given of the time and place of such adjourned meeting in the manner provided in Section 12.2. Such notice shall state that at the adjourned meeting the Trust Unitholders present in person or by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At the adjourned meeting, the Trust Unitholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote as provided in subsection 12.6(a) shall be a Special Resolution within the meaning of this Declaration of Trust, notwithstanding that the holders of less than 25% of the aggregate number of Trust Units then outstanding are present in Person or by proxy at such adjourned meeting.
- (c) Votes on a Special Resolution shall always be given on a poll and no demand for a poll on a Special Resolution shall be necessary.

12.7 Meaning of “Outstanding”

Every Trust Unit issued, certified and delivered hereunder shall be deemed to be outstanding until it shall be cancelled or delivered to the Trustees or Transfer Agent for cancellation, provided that when a new certificate has been issued in substitution for a Trust Unit Certificate which has been lost, stolen, mutilated or destroyed, only one of such Trust Unit Certificates shall be counted for the purposes of determining the number of Trust Units outstanding.

12.8 Voting Units Held by the Trust

- (a) If the Trust holds any Trust Units, the Trust shall not vote or permit those Trust Units to be voted unless:
 - (i) the Trust holds the Trust Units for the benefit of the beneficial owner;
 - (ii) the Trust, without delay following the filing or receipt by the Trust, as applicable, of the notice of the meeting, financial statements, management proxy circular, dissident's proxy circular and any other documents (other than the form of proxy) sent to registered Trust Unitholders by or on behalf of any Person for use in connection with the applicable meeting, sends a copy of the document to the beneficial owner of the Trust Units and, except where the Trust has received written voting instructions from the beneficial owner of the Trust Units, a written request for such instructions; and
 - (iii) the Trust receives written voting instructions from the beneficial owner of the Trust Units,

in which case the Trust shall vote, or appoint a proxyholder to vote, any such Trust Units in accordance with any written voting instructions received from the beneficial owner thereof.

- (b) A Trust Unitholder by or on behalf of whom a solicitation is made shall provide, at the request of the Trust, without delay, to the Trust at the Trust Unitholder's expense the necessary number of copies of the documents referred to in subsection (a), other than copies of the document requesting voting instructions.
- (c) If a beneficial owner of Trust Units held by the Trust so requests and provides the Trust with appropriate documentation, the Trust must appoint the beneficial owner or a nominee of the beneficial owner as proxyholder.
- (d) The Trust, the Trustees and the Trust Unitholders agree that the failure of the Trust to comply with this Section 12.8 does not render void any meeting of Trust Unitholders or any action taken at the meeting.
- (e) Nothing in this Section 12.8 gives the Trust the right to vote Trust Units that the Trust is otherwise prohibited from voting.
- (f) The Trust shall not permit any Chemtrade entity holding Trust Units to vote, or permit those Trust Units to be voted, unless such Chemtrade entity satisfies the requirements of subsection (a).

12.9 Record Date for Voting

For the purpose of determining the Trust Unitholders who are entitled to vote or act at any meeting or any adjournment thereof, the Trustees may fix a date not more than 60 days and not less than 21 days prior to the date of any meeting of Trust Unitholders as a record date for the

determination of Trust Unitholders entitled to vote at such meeting or any adjournment thereof, and any Trust Unitholder who was a Trust Unitholder at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof even though the Trust Unitholder has since that time disposed of his or her Trust Units, and no Trust Unitholder becoming such after that time shall be so entitled to vote at such meeting or any adjournment thereof. In the event that the Trustees do not fix a record date for any meeting of Trust Unitholders, the record date for such meeting shall be the date upon which notice of the meeting is given as provided under Section 12.2.

12.10 Trust Unitholder Proposals

- (a) Subject to subsections (b) and (c), a Trust Unitholder or beneficial owner of Trust Units may (i) submit notice to the Trust of any matter that the Person proposes to raise at an annual meeting of Trust Unitholders (a “Proposal”); and (ii) discuss at the meeting any matter with respect to which the Person would have been entitled to submit a Proposal.
- (b) To be eligible to submit a Proposal, a Person:
 - (i) must be, for at least the six-month period immediately before the day on which the Person submits the Proposal, the registered holder or the beneficial owner of (A) at least 1% of the total number of outstanding Trust Units, as of the day on which the Person submits a Proposal; or (B) Trust Units whose fair market value, as determined at the close of business on the day before the Person submits the Proposal, is at least \$2,000; or
 - (ii) must have the support of Persons who, in the aggregate, including or not including the Person that submits the Proposal, have been, for at least the six-month period immediately before the day on which the Person submits the Proposal, the registered holders or beneficial owners of (A) at least 1% of the total number of outstanding Trust Units, as of the day on which the Person submits the Proposal; or (B) Trust Units whose fair market value, as determined at the close of business on the day before the Person submits the Proposal, is at least \$2,000.
- (c) A Proposal must be accompanied by the following information:
 - (i) the name and address of the Person submitting the Proposal and the Person’s supporters, if applicable; and
 - (ii) the number of Trust Units held or owned by the Person submitting the Proposal and the Person’s supporters, if applicable, and the date such Trust Units were acquired.
- (d) If requested by the Trust within 14 days of the receipt of the Proposal, a Person who submits a Proposal must provide proof, within 21 days following the day on which the Person receives the Trust’s request, or if the request was mailed to the Person, within 21 days after the postmark date stamped on the envelope containing the request, that the Person meets the requirements set out in subsection (b).

- (e) The Trust shall set out the Proposal in its information circular delivered in connection with its annual meeting or attach the Proposal thereto.
- (f) If so requested by the Person who submits the Proposal, the Trust shall include in, or attach to, its information circular delivered in connection with its annual meeting, a statement in support of the Proposal by the Person and the name and address of the Person making the Proposal. The statement and Proposal so included must not exceed 500 words excluding the information required by subsection (c).
- (g) A Proposal may not include nominations for the election of Trustees and a Trust Unitholder shall not have the right to make nominations at the meeting, unless such nomination is made in accordance with the provisions of Section 8.3.
- (h) The Trust shall not be required to comply with subsections (e) and (f) if:
 - (i) the Proposal is submitted less than 90 days before the anniversary date of the notice of meeting that was sent to Trust Unitholders in connection with the Trust's previous annual meeting of Trust Unitholders;
 - (ii) it clearly appears that (A) the primary purpose of the Proposal is to enforce a personal claim or redress a personal grievance against the Trust, the Trustees, its officers, the Trust Unitholders or other securityholders of the Trust; or (B) the Proposal does not relate in a significant way to the business or affairs of the Trust;
 - (iii) not more than two years preceding the receipt of such Proposal, the proposing Person failed to present, in person or by proxy, at a meeting of Trust Unitholders, a Proposal that, at the Person's request, had been included in an information circular relating to a meeting of the Trust Unitholders;
 - (iv) substantially the same proposal was submitted to Trust Unitholders in an information circular relating to a meeting of the Trust Unitholders held within five years preceding the receipt of the Proposal and the matter covered by the Proposal did not receive the required support at that meeting. For the purposes hereof, the required support for a Proposal is:
 - (A) 3% of the total number of Trust Units voted, if the Proposal has been introduced at only one annual meeting of Trust Unitholders;
 - (B) 6% of the total number of Trust Units voted at the last meeting at which the matter was submitted to Trust Unitholders, if the Proposal was introduced at two annual meetings of Trust Unitholders; and
 - (C) 10% of the total number of Trust Units voted at the last meeting at which the matter was submitted to Trust Unitholders, if the

Proposal was introduced at three or more annual meetings of Trust Unitholders; or

- (v) the rights conferred by this Section 12.10 are being abused to secure publicity.
- (i) If a Person who submits a Proposal fails to continue to hold or own the number of Trust Units referred to in subsection (b) up to and including the day of the meeting, the Trust is not required to set out in its information circular for such meeting, or attach to it, any proposal submitted by that Person for any meeting held within two years following the date of the meeting.
- (j) Neither the Trust nor any Person acting on its behalf will incur any liability to Trust Unitholders or any other Person by reason only of circulating a Proposal or statement in compliance with this Section 12.10.
- (k) If the Trust refuses to include a Proposal in its information circular, it shall, within 21 days of the later of receipt of the Proposal or proof of ownership under subsection (d), as the case may be, notify in writing the Person submitting the Proposal of its intention to omit the Proposal from the Trust's information circular and of the reasons for the refusal.
- (l) On the application of a Person submitting a Proposal who claims to be aggrieved by the Trust's refusal under subsection (k), a court may restrain the holding of the meeting to which the Proposal is sought to be presented and make any further order it thinks fit.
- (m) The Trust or any Person claiming to be aggrieved by a Proposal may apply to a court for an order permitting the Trust to omit the Proposal from the information circular, and the Trustees, the Trust and the Trust Unitholders agree that the court, if it is satisfied that subsection (h) applies, may make such order as it thinks fit.

12.11 Court Requisitioned Meetings

- (a) A Trust Unitholder or a Trustee may apply to a court to order a meeting of the Trust Unitholders to be called, held and conducted in the manner that the court directs, if:
 - (i) it is impracticable to call the meeting within the time or in the manner in which those meetings are to be called pursuant to this Declaration of Trust;
 - (ii) it is impracticable to conduct the meeting in the manner required by this Declaration of Trust; or
 - (iii) the court thinks that the meeting should be called, held and conducted within the time or in the manner it directs for any other reason.

- (b) Without restricting the generality of subsection (a), the Trustees, the Trust and the Trust Unitholders agree that the court may order that the quorum required by this Declaration of Trust be varied or dispensed with at a meeting called pursuant to this Section 12.11.
- (c) A meeting called, held and conducted pursuant to this Section 12.11 is for all purposes a meeting of Trust Unitholders duly called, held and conducted.

12.12 Appointment of Inspector

The Trustees shall call a meeting of Trust Unitholders upon the written request of Trust Unitholders holding in the aggregate not less than 25% of the Trust Units then outstanding for the purpose of considering the appointment of an inspector to investigate the performance by the Trustees of their responsibilities and duties in respect of the Trust. An inspector may be appointed for such purpose, at the expense of the Trust, at such meeting by a resolution approved by a majority of the votes cast at the meeting.

12.13 Resolutions in Writing

Notwithstanding any other provision of this Declaration of Trust, a resolution in writing executed by Trust Unitholders holding more than 66 $\frac{2}{3}$ % of the outstanding Trust Units at any time shall be as valid and binding for all purposes of this Declaration of Trust as if such Trust Unitholders had exercised at that time all of the voting rights to which they were then entitled under Section 12.5 or 12.6 in favour of such resolution at a meeting of Trust Unitholders duly called for the purpose.

ARTICLE 13 CERTIFICATES, REGISTRATION AND TRANSFER OF TRUST UNITS

13.1 Nature of Trust Units

- (a) The provisions of this Article 13 shall not in any way alter the nature of Trust Units or the relationships of a Trust Unitholder to the Trustees and of one Trust Unitholder to another but are intended only to facilitate the issuance of certificates evidencing the ownership of Trust Units if desirable to issue them to Trust Unitholders and the recording of all transactions in respect of Trust Units and Trust Unit Certificates whether by the Trust, securities dealers, stock exchanges, transfer agents, registrars or other Persons. The Trust Units shall be issued in the form of the Trust Unit Certificate. A Global Trust Unit Certificate (a "Global Trust Unit Certificate") may be issued in the name of and deposited by the Transfer Agent with, or on behalf of, CDS or a successor (collectively, the "Depository"), as custodian of such Global Trust Unit Certificate and registered by the Transfer Agent in the name of the Depository or its nominee. No purchaser of Trust Units represented by a Global Trust Unit Certificate will be entitled to a certificate or other instrument from the Trust or the Depository evidencing that purchaser's ownership thereof except in the circumstances where the Depository resigns or is removed from its responsibilities as depository and the Trustee is unable or does not wish to locate a qualified successor. Beneficial interests in a Global Trust Unit Certificate will be represented only through the Book-Entry

System. Transfers of Trust Units between CDS Participants shall occur in accordance with the Depository's rules and procedures.

- (b) All references herein to actions by, notices given or payments made to Trust Unitholders shall, where such Trust Units are held through the Depository, refer to actions taken by, or notices given or payments made to, the Depository upon instruction from the CDS Participants in accordance with the Depository's rules and procedures. For the purposes of any provision hereof requiring or permitting actions with the consent of or at the direction of Trust Unitholders evidencing a specified percentage of the aggregate Trust Units outstanding, such direction or consent may be given by Trust Unitholders acting through the Depository and the CDS Participants owning Trust Units evidencing the requisite percentage of the Trust Units. The rights of a Trust Unitholder whose Trust Units are held through the Depository shall be exercised only through the Depository and the CDS Participants and shall be limited to those established by law and agreements between such Trust Unitholders and the Depository and/or the CDS Participants or upon instruction from the CDS Participants. Each of the Transfer Agent and the Trustee may deal with the Depository for all purposes (including the making of payments) as the authorized representative of the respective Trust Unitholders and such dealing with the Depository shall constitute satisfaction or performance, as applicable, towards their respective obligations hereunder.
- (c) For so long as Trust Units are held through the Depository, if any notice or other communication is required to be given to Trust Unitholders, the Trustees and the Transfer Agent will give all such notices and communications to the Depository.
- (d) If the Depository resigns or is removed from its responsibilities as depository and the Trustee is unable or does not wish to locate a qualified successor, the Depository shall surrender the Global Trust Unit Certificate to the Transfer Agent with instructions from the Depository for registration of Trust Units in the name and in the amounts specified by the Depository and the Trust shall issue and the Trustee and Transfer Agent shall execute and deliver the aggregate number of Trust Units then outstanding in the form of definitive Trust Unit Certificates representing such Trust Units.

13.2 Trust Unit Certificates

- (a) Trust Unit Certificates shall, subject to the provisions hereof, be in such form as is authorized from time to time by the Trustees.
- (b) If issued, Trust Unit Certificates are issuable only in fully registered form.
- (c) The definitive form of the Trust Unit Certificates shall:
 - (i) be in the English language;
 - (ii) be dated as of the date of issue thereof;
 - (iii) contain the CUSIP number for the Trust Units; and

- (iv) contain such distinguishing letters and numbers as the Trustees shall prescribe.
- (d) In the event that the Trust Unit Certificate is translated into the French language and any provision of the Trust Unit Certificates in the French language shall be susceptible of an interpretation different from the equivalent provision in the English language, the interpretation of such provision in the English language shall be determinative.
- (e) Each Trust Unit Certificate shall be signed on behalf of the Trustees and the Transfer Agent of such Trust Units. The signature of the Trustees required to appear on such certificate may be printed, lithographed or otherwise mechanically reproduced thereon and, in such event, certificates so signed are as valid as if they had been signed manually.

13.3 Contents of Trust Unit Certificates

- (a) Until otherwise determined by the Trustees, each Trust Unit Certificate shall legibly set forth on the face thereof, inter alia, the following:
 - (i) the name of the Trust and the words “A trust created under the laws of the Province of Ontario by a Declaration of Trust dated as of the 17th day of May, 2001” or words of like effect;
 - (ii) the name of the Person to whom the Trust Unit Certificate is issued as Trust Unitholder;
 - (iii) the number of Trust Units represented thereby and whether or not the Trust Units represented thereby are fully paid;
 - (iv) that the Trust Units represented thereby are transferable;
 - (v) “The Trust Units represented by this certificate are issued upon the terms and subject to the conditions of the Declaration of Trust, which Declaration of Trust is binding upon all holders of Trust Units and, by acceptance of this certificate, the holder assents to the terms and conditions of the Declaration of Trust. A copy of the Declaration of Trust pursuant to which this certificate and the Trust Units represented thereby are issued may be obtained by a Trust Unitholder on demand and without fee from the head office of the Trust” or words of like effect; and
 - (vi) “For information as to personal liability of a Trust Unitholder, see the reverse side of this certificate” or words of like effect.
- (b) Until otherwise determined by the Trustees, each such certificate shall legibly set forth on the face or the reverse side thereof, inter alia, the following:
 - (i) “The Declaration of Trust provides that no Trust Unitholder shall be subject to any personal liability whatsoever, in tort, contract or otherwise,

to any Person in connection with the assets of the Trust or the obligations or the affairs of the Trust and all such Persons shall look solely to the assets of the Trust for satisfaction of claims of any nature arising out of or in connection therewith and the assets of the Trust only shall be subject to levy or execution”, or words of like effect; and

- (ii) appropriate forms of notice of exercise of the right of redemption and of powers of attorney for transferring Trust Units.

The Trust Unit Certificates may be engraved, printed or lithographed, or partly in one form and partly in another, as the Trustees may determine.

13.4 Register of Trust Unitholders

A register shall be kept at the principal stock transfer office in Toronto, Ontario of the Transfer Agent, which register shall contain the names and addresses of the Trust Unitholders, the respective numbers of Trust Units held by them, the certificate numbers of Trust Unit Certificates representing such Trust Units and a record of all transfers and redemptions thereof. Branch transfer registers shall be maintained at such other offices of the Transfer Agent as the Trustees may from time to time designate. Only Trust Unitholders whose certificates are so recorded shall be entitled to receive distributions or to exercise or enjoy the rights of Trust Unitholders hereunder. The Trustees shall have the right to treat the Person registered as a Trust Unitholder on the register of the Trust as the owner of such Trust Units for all purposes, including, without limitation, payment of any distribution, giving notice to Trust Unitholders and determining the right to attend and vote at meetings of Trust Unitholders.

13.5 Limitation of Non-Resident Ownership

At no time may non-residents of Canada within the meaning of the Tax Act (“Non-residents”) be the beneficial owners of more than 50% of the Trust Units. For purposes of determining the percentage of Trust Units that are held by Non-residents, where any securities have been issued that are exchangeable or convertible into or for Trust Units, any such exchangeable or convertible securities that are held by Non-residents shall be deemed to have been exchanged or converted into the number of Trust Units into which or for which they are exchangeable or convertible and such Trust Units shall be deemed to be held by Non-residents. The Trustees may require declarations as to the jurisdictions in which beneficial owners of Trust Units are resident. If the Trustees become aware that the beneficial owners of 49% of the Trust Units then outstanding are, or may be, Non-residents or that such a situation is imminent, the Transfer Agent or registrar shall make a public announcement thereof and shall not accept a subscription for Trust Units from or issue or register a transfer of Trust Units to a Person unless the Person provides a declaration in form and content satisfactory to the Trustees that the Person is not a Non-resident. If notwithstanding the foregoing, the Trustees determine that a majority of the Trust Units are held by Non-residents, the Trustees may send a notice to Non-resident holders of Trust Units, chosen in inverse order to the order of acquisition or registration or in such other manner as the Trustees may consider equitable and practicable, requiring them to sell their Trust Units or a portion thereof within a specified period of not less than 60 days. If the Trust Unitholders receiving such notice have not sold the specified number of Trust Units or provided the Trustees with satisfactory evidence that they are not Non-residents within such period, the

Trustees may on behalf of such Trust Unitholders sell such Trust Units and, in the interim, shall suspend the voting and distribution rights attached to such Trust Units. Upon such sale the affected holders shall cease to be holders of Trust Units and their rights shall be limited to receiving the net proceeds of sale upon surrender of the certificates representing such Trust Units. Subject to Section 9.5, unless and until the Trustees shall have been required to do so under the terms hereof, the Trustees shall not be bound to do or take any proceeding or action with respect to this Section 13.5 by virtue of the powers conferred on it hereby. The Trustees shall not be deemed to have notice of any violation of this Section 13.5 unless and until they have been given written notice of such violation and shall act only as required by this Declaration of Trust once an indemnity is provided. The Trustees shall not be required to actively monitor the foreign holdings of the Trust. It is acknowledged that the Trustees cannot monitor the Non-resident holders of the Trust Units given that the Trust Units are registered in the name of CDS. The Trustees shall not be liable for any violation of the Non-resident ownership restriction which may occur during the term of the Trust.

13.6 Transfer of Trust Units

- (a) Subject to the provisions of this Article 13, the Trust Units shall be fully transferable without charge as between Persons, but no transfer of Trust Units shall be effective as against the Trustees or shall be in any way binding upon the Trustees until the transfer has been recorded on the register or one of the branch transfer registers maintained by the Trustees, the Trust or the Transfer Agent. No transfer of a Trust Unit shall be recognized unless such transfer is of a whole Trust Unit.
- (b) Subject to the provisions of this Article 13, Trust Units shall be transferable on the register or one of the branch transfer registers only by the Trust Unitholders of record thereof or their executors, administrators or other legal representatives or by their agents or attorneys duly authorized in writing, and only upon delivery to the Trust or to the Transfer Agent of the certificate therefor, properly endorsed or accompanied by a duly executed instrument of transfer or power of attorney and accompanied by all necessary transfer or other taxes imposed by law, together with such evidence of the genuineness of such endorsement, execution and authorization and other matters that may reasonably be required by the Trustees or the Transfer Agent. Upon such delivery the transfer shall be recorded on the register or branch transfer registers and a new certificate for the Trust Units shall be issued to the transferee and a new certificate for the balance of Trust Units not transferred shall be issued to the transferor.
- (c) Any Person becoming entitled to any Trust Units as a consequence of the death, bankruptcy or mental incompetence of any Trust Unitholder, or otherwise by operation of law, shall be recorded as the holder of such Trust Units and shall receive a new certificate therefor only upon production of evidence satisfactory to the Trustees or the Transfer Agent and delivery of the existing certificate to the Trustees or the Transfer Agent, but until such record is made the Trust Unitholder of record shall continue to be and be deemed to be the holder of such Trust Units for all purposes whether or not the Trustees or the Transfer Agent shall have actual or other notice of such death or other event.

- (d) Trust Unit Certificates representing any number of Trust Units may be exchanged without charge for Trust Unit Certificates representing an equivalent number of Trust Units in the aggregate. Any exchange of Trust Unit Certificates may be made at the offices of the Trust or the Transfer Agent where registers are maintained for Trust Unit Certificates pursuant to the provisions of this Article 13. Any Trust Unit Certificates tendered for exchange shall be surrendered to the Trustees or appropriate Transfer Agent and then shall be cancelled.

13.7 Trust Units Held Jointly or in a Fiduciary Capacity

Except as herein provided, the Trustees may treat two or more Persons holding any Trust Units as joint owners of the entire interest therein unless their ownership is expressly otherwise recorded on the register of the Trust, but no entry shall be made in the register or on any certificate that any Person is in any other manner entitled to any future, limited or contingent interest in any Trust Units; provided, however, that any Person recorded as a Trust Unitholder may, subject to the provisions hereinafter contained, be described in the register or on any certificate as a fiduciary of any kind and any customary words may be added to the description of the holder to identify the nature of such fiduciary relationship.

13.8 Performance of Trust

The Trustees and the Transfer Agent shall not be bound to be responsible for or otherwise inquire into or ensure the performance of any trust, express, implied or constructive, or of any pledge or equity to which any of the Trust Units or any interest therein are or may be subject, or to ascertain or enquire whether any transfer of any such Trust Units or interests therein by any such Trust Unitholder or by his or her personal representatives is authorized by such trust, pledge, or equity, or to recognize any Person as having any interest therein except for the Person recorded as Trust Unitholder.

13.9 Lost Certificates

In the event that any certificate for Trust Units is lost, stolen, destroyed or mutilated, the Trustees may authorize the issuance of a new certificate for the same number of Trust Units in lieu thereof. The Trustees may in their sole discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate, or the legal representative of the owner, to make an affidavit or statutory declaration setting forth such facts as to the loss, theft, destruction or mutilation as the Trustees may deem necessary, to surrender any mutilated certificate and shall require the applicant to supply to the Trust a "lost certificate bond" or a similar bond in such reasonable sum as the Trustees or the Transfer Agent may direct indemnifying the Trust for so doing.

13.10 Death of a Trust Unitholder

The death of a Trust Unitholder during the continuance of the Trust shall not terminate the Trust or any of the mutual or respective rights and obligations created by or arising under this Declaration of Trust nor give such Trust Unitholder's personal representatives a right to an accounting or take any action in court or otherwise against other Trust Unitholders or the Trustees or the Trust Assets, but shall merely entitle the personal representatives of the deceased Trust Unitholder to demand and receive, pursuant to the provisions hereof, a new certificate for

Trust Units in place of the certificate held by the deceased Trust Unitholder, if any, and upon the acceptance thereof such personal representatives shall succeed to all rights of the deceased Trust Unitholder under this Declaration of Trust.

13.11 Unclaimed Distribution

In the event that the Trustees shall hold any distributable amount which is unclaimed or which cannot be paid for any reason, the Trustees shall be under no obligation to invest or reinvest the same but shall only be obliged to hold the same in a current interest bearing account pending payment to the Person or Persons entitled thereto. The Trustees shall, as and when required by law, and may at any time prior to such required time, pay all or part of such distributable amount so held to the Public Guardian and Trustees (or other appropriate government official or agency) whose receipt shall be a good discharge and release of the Trustees.

13.12 Offer for Trust Units

- (a) In this Section 13.12:
 - (i) “Dissenting Unitholder” means a Trust Unitholder who does not accept an Offer referred to in subsection 13.12(c) and includes any assignee of the Trust Unit of a Trust Unitholder to whom such an Offer is made, whether or not such assignee is recognized under this Declaration of Trust;
 - (ii) “Offer” means an offer to acquire outstanding Trust Units where, as of the date of the offer to acquire, the Trust Units that are subject to the offer to acquire, together with the Offeror's Trust Units, constitute in the aggregate 20% or more of all outstanding Trust Units;
 - (iii) “offer to acquire” includes an acceptance of an offer to sell;
 - (iv) “Offeror” means a Person, or two or more Persons acting jointly or in concert, who make an Offer;
 - (v) “Offeror's Notice” means the notice described in subsection 13.12(c); and
 - (vi) “Offeror's Trust Units” means Trust Units beneficially owned, or over which control or direction is exercised, on the date of an Offer by the Offeror, any Affiliate or Associate of the Offeror or any Person or company acting jointly or in concert with the Offeror.
- (b) If an Offer for all of the outstanding Trust Units (other than Trust Units held by or on behalf of the Offeror or an Affiliate or Associate of the Offeror) is made and, by such Offer, the Offeror agrees to be bound by the provisions of this Article 13, and:
 - (i) within the time provided in the Offer for its acceptance or within 45 days after the date the Offer is made, whichever period is the shorter, the Offer is accepted by Trust Unitholders representing at least 90% of the outstanding Trust Units, other than the Offeror's Trust Units;

- (ii) the Offeror is bound to take up and pay for, or has taken up and paid for the Trust Units of the Trust Unitholders who accepted the Offer; and
- (iii) the Offeror complies with subsections 13.12(c) and 13.12(e);

the Offeror is entitled to acquire, and the Dissenting Unitholders are required to sell to the Offeror, the Trust Units held by the Dissenting Unitholders for the same consideration per Trust Unit payable or paid, as the case may be, under the Offer.

- (c) Where an Offeror is entitled to acquire Trust Units held by a Dissenting Unitholder pursuant to subsection 13.12(b), and the Offeror wishes to exercise such right, the Offeror shall send by registered mail within 30 days after the date of termination of the Offer a notice (the "Offeror's Notice") to each Dissenting Unitholder stating that:
 - (i) Trust Unitholders holding at least 90% of the Trust Units of all Trust Unitholders, other than Offeror's Trust Units, have accepted the Offer;
 - (ii) the Offeror is bound to take up and pay for, or has taken up and paid for, the Trust Units of the Trust Unitholders who accepted the Offer;
 - (iii) Dissenting Unitholders must transfer their respective Trust Units to the Offeror on the terms on which the Offeror acquired the Trust Units of the Trust Unitholders who accepted the Offer within 21 days after the date of the sending of the Offeror's Notice; and
 - (iv) Dissenting Unitholders must send their respective Trust Unit Certificate(s) to the Trust within 21 days after the date of the sending of the Offeror's Notice.
- (d) A Dissenting Unitholder to whom an Offeror's Notice is sent pursuant to subsection 13.12(c), shall, within 21 days after the sending of the Offeror's Notice, send his or her Trust Unit Certificate(s) to the Trust, duly endorsed for transfer, if a Trust Unit Certificate has been provided.
- (e) Within 21 days after the Offeror sends an Offeror's Notice pursuant to subsection 13.12(c) the Offeror shall pay or transfer to the Trustees, or to such other Person as the Trustees may direct, the cash or other consideration that is payable to Dissenting Unitholders pursuant to subsection 13.12(b).
- (f) The Trustees, or the Person directed by the Trustees, shall hold in trust for the Dissenting Unitholders the cash or other consideration it receives under subsection 13.12(e), but such cash or other consideration shall not form any part of the Trust Assets. The Trustees, or such Persons, shall deposit cash in a separate account in a Canadian chartered bank, and shall place other consideration in the custody of a Canadian chartered bank or similar institution for safekeeping.

- (g) Within 30 days after the date of the sending of an Offeror's Notice pursuant to subsection 13.12(c), the Trustees, if the Offeror has complied with subsection 13.12(e), shall:
- (i) do all acts and things and execute and cause to be executed all instruments as in the Trustee's opinion may be necessary or desirable to cause the transfer of the Trust Units of the Dissenting Unitholders to the Offeror;
 - (ii) send to each Dissenting Unitholder who has complied with subsection 13.12(d) the consideration to which such Dissenting Unitholder is entitled under this Section 13.12; and
 - (iii) send to each Dissenting Unitholder who has not complied with subsection 13.12(d) a notice stating that:
 - (A) his or her Trust Units have been transferred to the Offeror;
 - (B) the Trustees or some other Person designated in such notice are holding in trust the consideration for such Trust Units; and
 - (C) the Trustees, or such other Person, will send the consideration to such Dissenting Unitholder as soon as practicable after receiving such Dissenting Unitholders Trust Unit Certificate(s) or such other documents as the Trustees or such other Person may require in lieu thereof,
- and the Trustee is hereby appointed the agent and attorney of the Dissenting Unitholders for the purposes of giving effect to the foregoing provisions.
- (h) Subject to applicable law, an Offeror cannot make an Offer for Trust Units unless, concurrent with the communication of the Offer to any Trust Unitholder, a copy of the Offer is provided to the Trust.

ARTICLE 14

TRUST UNITHOLDER REMEDIES

14.1 Dissent and Appraisal Rights

- (a) Subject to subsection 14.2(e), a Trust Unitholder who complies with this Section 14.1 may dissent if the Trust resolves to:
- (i) sell or otherwise dispose of Chemtrade Common Shares or Chemtrade Notes, sell all or substantially all of the Trust Assets or sell, lease or otherwise dispose of all or substantially all of the assets of Chemtrade, taken as a whole, where approval of the Trust Unitholders by Special Resolution is required as provided in subsection 9.3(b);
 - (ii) carry out a Going-Private Transaction; or

- (iii) amend this Declaration of Trust to (A) add, change or remove any provision restricting or constraining the issue, transfer or ownership of Trust Units; (B) add, change or remove any restriction on the business that the Trust may carry on; (C) add, change or remove the rights, privileges, restrictions or conditions attached to the Trust Units of the class held by the dissenting Trust Unitholder; (D) increase the rights or privileges of any class of Trust Units having rights or privileges equal or superior to the class of Trust Units held by the dissenting Trust Unitholder; (E) create a new class of Trust Units equal to or superior to the Trust Units of the class held by the dissenting Trust Unitholder; (F) make any class of Trust Units having rights or privileges inferior to the class of Trust Units held by the dissenting Trust Unitholder superior to that class; or (G) effect an exchange or create a right of exchange in all or part of a class of Trust Units into the class of Trust Units held by the dissenting Trust Unitholder.
- (b) In addition to any other right the Trust Unitholder may have, a Trust Unitholder who complies with this Section 14.1 is entitled, when the action approved by the resolution from which the Trust Unitholder dissents becomes effective, to be paid by the Trust the fair value of the Trust Units held by the Trust Unitholder in respect of which the Trust Unitholder dissents, determined as of the close of business on the day before the resolution was adopted.
- (c) A dissenting Trust Unitholder may only claim under this Section 14.1 with respect to all the Trust Units held by the dissenting Trust Unitholder on behalf of any one beneficial owner and registered in the name of the dissenting Trust Unitholder.
- (d) A dissenting Trust Unitholder shall send to the Trust, at or before any meeting of Trust Unitholders at which a resolution referred to in subsection (a) is to be voted on, a written objection to the resolution, unless the Trust did not give notice to the Trust Unitholder of the purpose of the meeting and of the Trust Unitholder's right to dissent.
- (e) The Trust shall, within ten days after the Trust Unitholders adopt the resolution, send to each Trust Unitholder who has filed the objection referred to in subsection (d) notice that the resolution has been adopted, but such notice is not required to be sent to any Trust Unitholder who voted for the resolution or who has withdrawn its objection.
- (f) A dissenting Trust Unitholder shall, within 20 days after receiving a notice under subsection (e) or, if the Trust Unitholder does not receive such notice, within 20 days after learning that the resolution has been adopted, send to the Trust a written notice containing:

- (i) the Trust Unitholder's name and address;
 - (ii) the number of Trust Units (and class and series, if applicable) in respect of which the Trust Unitholder dissents; and
 - (iii) a demand for payment of the fair value of such Trust Units.
- (g) A dissenting Trust Unitholder shall, within 30 days after the sending of a notice under subsection (f), send the Trust Unit Certificates representing the Trust Units in respect of which the Trust Unitholder dissents to the Trust or the Transfer Agent.
- (h) A dissenting Trust Unitholder who fails to comply with subsection (g) has no right to make a claim under this Section 14.1.
- (i) The Trust or the Transfer Agent shall endorse on any Trust Unit Certificate received under subsection (g) a notice that the holder is a dissenting Trust Unitholder under this Section 14.1 and shall return forthwith the Trust Unit Certificates to the dissenting Trust Unitholder.
- (j) On sending a notice under subsection (f), a dissenting Trust Unitholder ceases to have any rights as a Trust Unitholder other than the right to be paid the fair value of its Trust Units as determined under this Section 14.1 except where:
- (i) the Trust Unitholder withdraws that notice before the Trust makes an offer under subsection (k);
 - (ii) the Trust fails to make an offer in accordance with subsection (k) and the dissenting Trust Unitholder withdraws the notice; or
 - (iii) the Trustees revoke the resolution which gave rise to the dissent rights under this Section 14.1, and to the extent applicable, terminate the related agreements or abandon a sale, lease or exchange to which the resolution relates,
- in which case the Trust Unitholder's rights are reinstated as of the date the notice under subsection (f) was sent.
- (k) The Trust shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the Trust received the notice referred to in subsection (f), send to each dissenting Trust Unitholder who has sent such notice a written offer to pay for the dissenting Trust Unitholder's Trust Units in an amount considered by the Trustees to be the fair value, accompanied by a statement showing how the fair value was determined.
- (l) Every offer made under subsection (k) for Trust Units of the same class or series shall be on the same terms.

- (m) The Trust shall pay for the Trust Units of a dissenting Trust Unitholder within ten days after an offer made under subsection (k) has been accepted, but any such offer lapses if the Trust does not receive an acceptance thereof within 30 days after the offer has been made.
- (n) Where the Trust fails to make an offer under subsection (k), or if a dissenting Trust Unitholder fails to accept an offer, the Trust may, within 50 days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the Trust Units of any dissenting Trust Unitholder.
- (o) If the Trust fails to apply to a court under subsection (n), a dissenting Trust Unitholder may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow.
- (p) The court where an application under subsection (n) or (o) may be made is a court having jurisdiction in the place where the Trust has its head office.
- (q) A dissenting Trust Unitholder is not required to give security for costs in an application made under subsection (n) or (o).
- (r) On an application under subsection (n) or (o):
 - (i) all dissenting Trust Unitholders whose Trust Units have not been purchased by the Trust shall be joined as parties and bound by the decision of the court; and
 - (ii) the Trust shall notify each affected dissenting Trust Unitholder of the date, place and consequences of the application and of the dissenting Trust Unitholder's right to appear and be heard in person or by counsel.
- (s) On an application to a court under subsection (n) or (o), the court may determine whether any other Person is a dissenting Trust Unitholder who should be joined as a party, and the court shall fix a fair value for the Trust Units of all dissenting Trust Unitholders.
- (t) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the Trust Units of the dissenting Trust Unitholders.
- (u) The final order of a court in the proceedings commenced by an application under subsection (n) or (o) shall be rendered against the Trust in favour of each dissenting Trust Unitholder and for the amount of the Trust Units as fixed by the court.
- (v) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting Trust Unitholder from the date the action approved by the resolution is effective until the date of payment.

- (w) If subsection (y) applies, the Trust shall, within ten days after the pronouncement of an order under subsection (u), notify each dissenting Trust Unitholder that it is unable lawfully to pay dissenting Trust Unitholders for their Trust Units.
- (x) If subsection (y) applies, a dissenting Trust Unitholder, by written notice delivered to the Trust within 30 days after receiving a notice under subsection (w), may:
 - (i) withdraw its notice of dissent, in which case the Trust is deemed to consent to the withdrawal and the Trust Unitholder is reinstated to their full rights as a Trust Unitholder; or
 - (ii) retain a status as a claimant against the Trust, to be paid as soon as the Trust is able to do so hereunder or, in a liquidation, to be ranked subordinate to the rights of creditors of the Trust but in priority to its Trust Unitholders.
- (y) A Trust shall not make a payment to a dissenting Trust Unitholder under this Section 14.1 if there are reasonable grounds for believing that:
 - (i) the Trust is or would after the payment be unable to pay its liabilities as they become due; or
 - (ii) the realizable value of the assets of the Trust would thereby be less than the aggregate of its liabilities.

14.2 Oppression Remedy

- (a) Any Complainant may apply to a court for remedy under this Section 14.2.
- (b) If, on application, the court is satisfied that in respect of the Trust:
 - (i) any act or omission of the Trust or Chemtrade effects a result,
 - (ii) the business or affairs of the Trust or Chemtrade are or have been carried on or conducted in a manner, or
 - (iii) the power of the Trustees are or have been exercised in a manner,that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any Trust Unitholder, securityholder, creditor, Trustee or officer, the court may make an order to rectify the matters complained of by the Complainant.
- (c) In connection with an application by a Complainant under subsection (a) and without limiting subsection (b), a court may make any interim or final order it thinks fit including, without limiting the generality of the foregoing,
 - (i) an order restraining the conduct complained of;
 - (ii) an order appointing a receiver or receiver-manager;

- (iii) an order to regulate the Trust's affairs or those of Chemtrade by amending this Declaration of Trust or the constating documents of Chemtrade;
 - (iv) an order directing an issue or exchange of securities;
 - (v) an order appointing Trustees or directors of Chemtrade in place of or in addition to all or any of the Trustees or directors then in office;
 - (vi) an order directing the Trust or any other Person to purchase securities of a holder of securities;
 - (vii) an order directing the Trust or any other Person to pay a securityholder any part of the monies that the securityholder paid for securities;
 - (viii) an order varying or setting aside a transaction or contract to which the Trust or Chemtrade is a party and compensating the Trust or Chemtrade or any other party to the transaction or contract;
 - (ix) an order requiring the Trust or Chemtrade, within a time specified by the court, to produce to the court or an interested Person financial statements or an accounting in such form as the court may determine;
 - (x) an order compensating an aggrieved Person;
 - (xi) an order directing rectification of the registers or other records of the Trust or Chemtrade;
 - (xii) an order directing an investigation to be made; and
 - (xiii) an order requiring the trial of any issue.
- (d) If an order made under this Section 14.2 directs an amendment of this Declaration of Trust or to the constating documents of Chemtrade, then:
- (i) the Trustees shall request the Trust, Chemtrade and all directors, Trustees, officers and other persons responsible for management to take all steps necessary to carry out that direction; and
 - (ii) no other amendment to this Declaration of Trust or such constating documents shall be made without the consent of the court, until a court otherwise orders.
- (e) A Trust Unitholder is not entitled to dissent under this Declaration of Trust or other applicable law if an amendment to the Declaration of Trust or such constating documents is effected under this Section 14.2.
- (f) A Complainant may apply in the alternative for an order to wind up the Trust or liquidate and dissolve Chemtrade and a court may so order if the court is satisfied that it is just and equitable that such winding up, liquidation or dissolution occur.

14.3 Derivative Action

- (a) Subject to subsection (b), the Trust, the Trustees and each Chemtrade entity agree to permit a Complainant to apply to a court for leave to bring an action in the name and on behalf of: (i) the Trustees on behalf of the Trust, or (ii) any Chemtrade entity, or to intervene in an action to which any such body corporate, trust or other entity is a party, for the purpose of prosecuting, defending or discontinuing the action on behalf of the Trustees on behalf of the Trust or such Chemtrade entity, as applicable.
- (b) No action may be brought and no intervention in an action may be made under subsection (a) unless the court is satisfied that:
 - (i) the Complainant has given notice to the Trustees or the directors, trustees or persons in a similar capacity of the applicable Chemtrade entity (the “Directors”), as applicable, of the Complainant’s intention to apply to the court under subsection (a) not less than 14 days before bringing the application, or as otherwise ordered by the court, if the Trustees or Directors, as applicable, do not bring, diligently prosecute or defend or discontinue the action;
 - (ii) the Complainant is acting in good faith; and
 - (iii) it appears to be in the interests of the Trust or Chemtrade, as applicable, that the action be brought, prosecuted, defended or discontinued.
- (c) In connection with an action brought or intervened in under subsections (a) and (b), the court may at any time make any order it thinks fit including, without limiting the generality of the foregoing,
 - (i) an order authorizing the Complainant or any other Person to control the conduct of the action;
 - (ii) an order giving directions for the conduct of the action;
 - (iii) an order directing that any amount adjudged payable by a defendant in the action shall be paid, in whole or in part, directly to former and present securityholders of the Trust or Chemtrade instead of to the Trust or Chemtrade; and
 - (iv) an order requiring the Trust or Chemtrade to pay reasonable legal fees incurred by the Complainant in connection with the action.

ARTICLE 15 TERMINATION

15.1 Term of Trust

Subject to the other provisions of this Declaration of Trust, the Trust shall continue for a term ending 21 years after the date of death of the last surviving issue of Her Majesty, Queen Elizabeth II, alive on May 17, 2001. For the purpose of terminating the Trust by such date, the Trustees shall commence to wind-up the affairs of the Trust on such date as may be determined by the Trustees, being not more than two years prior to the end of the term of the Trust.

15.2 Termination with the Approval of Trust Unitholders

The Trust Unitholders may vote by Special Resolution to terminate the Trust at any meeting of Trust Unitholders duly called by the Trustees for the purpose of considering termination of the Trust, following which the Trustees shall commence to wind up the affairs of the Trust. Such Special Resolution may contain such directions to the Trustees as the Trust Unitholders determine, including a direction to distribute Chemtrade Common Shares and Chemtrade Notes and any other Trust Assets, in specie.

15.3 Procedure Upon Termination

Forthwith upon being required to commence to wind up the affairs of the Trust, the Trustees shall give notice thereof to the Trust Unitholders, which notice shall designate the time or times at which Trust Unitholders may surrender their Trust Units for cancellation and the date at which the registers of Trust Units of the Trust shall be closed.

15.4 Powers of the Trustees Upon Termination

After the date on which the Trustees are required to commence to wind up the affairs of the Trust, the Trustees shall undertake no activities except for the purpose of winding-up the affairs of the Trust as hereinafter provided and, for this purpose, the Trustees shall continue to be vested with and may exercise all or any of the powers conferred upon the Trustees under this Declaration of Trust.

15.5 Sale of Investments

After the date referred to in Section 15.3, the Trustees shall proceed to wind up the affairs of the Trust as soon as may be reasonably practicable and for such purpose shall, subject to any direction to the contrary in respect of a termination authorized under Section 15.2, sell and convert into money the Chemtrade Common Shares, the Chemtrade Notes and all other Trust Assets in one transaction or in a series of transactions at public or private sales and do all other acts appropriate to liquidate the Trust, and shall in all respects act in accordance with the directions, if any, of the Trust Unitholders (in respect of a termination authorized under Section 15.2). If the Trustees are unable to sell all or any of the Chemtrade Common Shares or the Chemtrade Notes or other Trust Assets by the date set for termination, the Trustees may, subject to obtaining all necessary regulatory approvals, distribute the remaining shares or other Trust Assets directly to the Trust Unitholders in accordance with their pro rata interests.

15.6 Distribution of Proceeds or Assets

After paying, retiring or discharging or making provision for the payment, retirement or discharge of all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, the Trustees shall, subject to obtaining all necessary regulatory approvals, distribute the remaining part of the proceeds of the sale of Chemtrade Common Shares, Chemtrade Notes and other assets together with any cash forming part of the Trust Assets among the Trust Unitholders in accordance with their pro rata interests.

15.7 Further Notice to Trust Unitholders

In the event that less than all of the Trust Unitholders have surrendered their Trust Units for cancellation within six months after the time specified in the notice referred to in Section 15.3, the Trustees shall give further notice to the remaining Trust Unitholders to surrender their Trust Units for cancellation and if, within one year after the further notice, all the Trust Units shall not have been surrendered for cancellation, such remaining Trust Units shall be deemed to be cancelled without prejudice to the rights of the holders of such Trust Units to receive their pro rata share of the remaining Trust Assets, and the Trustees may either take appropriate steps, or appoint an agent to take appropriate steps, to contact such Trust Unitholders (deducting all expenses thereby incurred from the amounts to which such Trust Unitholders are entitled as aforesaid) or, in the discretion of the Trustees or Administrator, may pay such amounts into court.

15.8 Responsibility of the Trustees after Sale and Conversion

The Trustees shall be under no obligation to invest the proceeds of any sale of investments or other assets or cash forming part of the Trust Assets after the date referred to in Section 15.3 and, after such sale, the sole obligation of the Trustees under this Declaration of Trust shall be to hold such proceeds or assets in trust for distribution under Section 15.6.

ARTICLE 16 SUPPLEMENTAL INDENTURES

16.1 Provision for Supplemental Indentures for Certain Purposes

The Trustees may, without approval of the Trust Unitholders and subject to the provisions hereof, and it shall, when so directed in accordance with the provisions hereof, execute and deliver indentures or instruments supplemental hereto which thereafter shall form part hereof, for any one or more or all of the following purposes:

- (a) modifying or amending any provisions of this Declaration of Trust in the circumstances set forth in Section 11.1 where the Trustees may do so without the consent, approval or ratification of the Trust Unitholders or any other Person; and
- (b) modifying or amending any provisions of this Declaration of Trust where the modification or amendment has been approved by Special Resolution or, if required, with the consent of the holders of all of the Trust Units.

ARTICLE 17 GENERAL

17.1 Notices

- (a) Any notice or other document required to be given or sent to Trust Unitholders under this Declaration of Trust shall be given or sent through ordinary post addressed to each registered holder at his or her last address appearing on the register; provided that if there is a general discontinuance of postal service due to strike, lockout or otherwise, such notice may be given by publication twice in the Report on Business section of the National Edition of The Globe and Mail or similar section of any other newspaper having national circulation in Canada; provided further that if there is no newspaper having national circulation, then by publishing twice in the business section of a newspaper in each city where the register or a branch register is maintained. Any notice so given shall be deemed to have been given on the day following that on which the letter or circular was posted or, in the case of notice being given by publication, after publishing such notice twice in the designated newspaper or newspapers. In proving notice was posted, it shall be sufficient to prove that such letter or circular was properly addressed, stamped and posted.
- (b) Any written notice or written communication given to the Trustees shall be addressed to the Trustees at 155 Gordon Baker Road, Suite 300, Toronto, Ontario, M2H 3N5, Attention: Secretary (Facsimile: 416-496-9942), with a copy to the head office of the Trust, and shall be deemed to have been given on the date of delivery or, if mailed, five days from the date of mailing. If any such notice or communication shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such notice or communication shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted any notice or other communication shall be given by personal delivery or by cable, telegram, telex or other means of prepaid, transmitted or recorded communication.

17.2 Failure to Give Notice

The failure by the Trustees, by accident or omission or otherwise unintentionally, to give any Trust Unitholder any notice provided for herein shall not affect the validity, effect or taking effect of any action referred to in such notice, and the Trustees shall not be liable to any Trust Unitholder for any such failure.

17.3 Joint Holders

Service of a notice or document on any one of several joint holders of Trust Units shall be deemed effective service on the other joint holders.

17.4 Service of Notice

Any notice or document sent by post to or left at the address of a Trust Unitholder pursuant to this Article shall, notwithstanding the death or bankruptcy of such Trust Unitholder, and whether or not the Trustees have notice of such death or bankruptcy, be deemed to have been fully served and such service shall be deemed sufficient service on all Persons having an interest in the Trust Units concerned.

17.5 Information Available to Trust Unitholders and Other Securityholders

- (a) Trust Unitholders and other securityholders of the Trust and their respective personal representatives, on payment of a reasonable fee therefor and on sending the Trust or its agent or mandatary an affidavit referred to in Section 17.8 may on application require the Trust or its agent or mandatary to provide within 10 days after receipt of the affidavit a list (in this Section 17.5 referred to as the “basic list”) made up to a date not more than ten days before the receipt of the affidavit setting out the names of the Trust Unitholders, the number of Trust Units held by each Trust Unitholder and the address of each Trust Unitholder as shown in the records of the Trust.
- (b) A Person requiring the Trust to provide a basic list may, by stating in the affidavit referred to in subsection (a) that they require supplemental lists, require the Trust or its agent or mandatary on payment of a reasonable fee to provide supplemental lists setting out any changes from the basic list in the names or addresses of the Trust Unitholders and the number of Trust Units owned by each Trust Unitholder for each Business Day following the date the basic list is made up to.
- (c) The Trust or its agent or mandatary shall provide a supplemental list required under subsection (b):
 - (i) on the date the basic list is furnished, where the information relates to changes that took place prior to that date; and
 - (ii) on the Business Day following the day to which the supplemental list relates, where the information relates to changes that take place on or after the date the basic list is furnished.
- (d) A Person requiring the Trust to furnish a basic list or a supplemental list may also require the Trust to include in that list the name and address of any known holder of an option or right to acquire Trust Units.

17.6 Records of the Trust

- (a) The Trustees shall cause the Trust to prepare and maintain, at its head office or at any other place in Canada designated by the Trustees, records containing:

- (i) this Declaration of Trust and any amendments hereto;
 - (ii) minutes of meetings and resolutions of Trust Unitholders; and
 - (iii) a securities register which complies with Section 13.4.
- (b) Subject to subsection (c), Trust Unitholders and other securityholders of the Trust and their respective personal representatives may examine the records described in subsection (a) during normal business hours, and take extracts from the records, free of charge.
- (c) Any Person described in subsection (b) who wishes to examine the securities register of the Trust must first make a request to Trust or its agent or mandatary, accompanied by an affidavit referred to in Section 17.8. On receipt of the affidavit, the Trust or its agent or mandatary shall allow the applicant access to the securities register during the normal business hours, and, on payment of a reasonable fee, provide the applicant with an extract from the securities register.
- (d) The Trustees shall cause the Trust to prepare an alphabetical list of Trust Unitholders entitled to receive notice of a meeting, showing the number of Trust Units held by each Trust Unitholder, no later than ten days after the record date for receiving notice and for voting. A Trust Unitholder may examine the list during normal business hours at the head office of the Trust or at the place where its central securities register is maintained, and at the meeting of Trust Unitholders for which the list was prepared.

17.7 Use of Securities Register Information

A list of Trust Unitholders or information from a securities register obtained pursuant to the provisions of this Declaration of Trust shall not be used by any Person except in connection with

- (a) an effort to influence the voting of Trust Unitholders;
- (b) an offer to acquire securities of the Trust; or
- (c) any other matter relating to the affairs of the Trust.

17.8 Affidavits

An affidavit required under Section 17.5 or 17.6 shall state:

- (a) the name and address of the applicant;
- (b) the name and address for service of the body corporate, if the applicant is a body corporate; and
- (c) that the information contained in the securities register obtained pursuant to Section 17.6 or the basic list and any supplemental lists obtained pursuant to

Section 17.5, as the case may be, will not be used except as permitted under Section 17.7.

17.9 Fiscal Year

The fiscal year of the Trust shall end on December 31 of each year.

17.10 Financial Disclosure

The Trust will send to Trust Unitholders:

- (a) at least 21 days prior to the date of each annual meeting of Trust Unitholders, the annual financial statements of the Trust for the fiscal year ended immediately prior to such annual meeting, together with comparative financial statements for the preceding fiscal year, if any, and the report of the Auditors thereon referred to in Section 18.4; and
- (b) within 60 days after the end of each fiscal quarter of the Trust (other than the fourth quarter of each year), unaudited quarterly financial statements of the Trust for such fiscal quarter, together with comparative financial statements for the same fiscal quarter in the preceding fiscal year, if any.

Such financial statements shall be prepared in accordance with generally accepted accounting principles in Canada as recommended from time to time in the Handbook of the Canadian Institute of Chartered Accountants; provided that such statements and the obligations to deliver such statements may vary from such principles to the extent required to comply with applicable securities laws or securities regulatory requirements or to the extent permitted by applicable securities regulatory authorities.

17.11 Trust Unitholder Meeting Information

Prior to each meeting of Trust Unitholders, the Trustees will provide to each Trust Unitholder, together with the notice of the meeting:

- (a) a form of proxy which can be used by a Trust Unitholder to appoint a proxy, who need not be a Trust Unitholder, to attend and act at the meeting on behalf of the Trust Unitholder, in the manner and to the extent authorized by the proxy; and
- (b) all information required by applicable law.

17.12 Taxation Information

On or before March 15 in each year, the Trust will provide to Trust Unitholders who received distributions from the Trust in the prior calendar year, such information regarding the Trust required by Canadian law to be submitted to Trust Unitholders for income tax purposes to enable Trust Unitholders to complete their tax returns in respect of the prior calendar year.

ARTICLE 18 AUDITORS

18.1 Qualification of Auditors

The Auditors shall be an independent recognized firm of chartered accountants which has an office in Canada.

18.2 Appointment of Auditors

The Auditors will be selected at each annual meeting of Trust Unitholders. The Auditors will receive such remuneration as may be approved by the Trustees.

18.3 Change of Auditors

The Auditors may at any time be removed by the Trustees with the approval of a majority of the votes cast by Trust Unitholders at a meeting of Trust Unitholders duly called for the purpose and, upon the resignation or the removal of Auditors as aforesaid, new auditors may be appointed by a majority of votes cast by Trust Unitholders at a meeting duly called for the purpose or, in the absence of such meeting, by the Trustees.

18.4 Report of Auditors

The Auditors shall audit the accounts of the Trust at least once in each year and a report of the Auditors with respect to the annual financial statements of the Trust shall be provided to each Trust Unitholder with the annual financial statements referred to in Section 17.10.

ARTICLE 19 MISCELLANEOUS

19.1 Counterparts

This Declaration of Trust may be simultaneously executed in several counterparts, each of which when executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterparts.

19.2 Severability

If any provision of this Declaration of Trust shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction and shall not in any manner affect or render invalid or unenforceable such provision in any other jurisdiction or any other provision of this Declaration of Trust in any jurisdiction.

19.3 Language

Les parties aux présentes ont exigés que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou qui en découleront soient rédigés en la langue anglaise. The parties

hereto have required that this Declaration of Trust and all documents and notices resulting herefrom be drawn up in English.

IN WITNESS WHEREOF each of the parties has caused these presents to be executed as of the 12th day of May, 2016.

“David Colcleugh”

DAVID COLCLEUGH

“Mark Davis”

MARK DAVIS

“Lucio Di Clemente”

LUCIO DI CLEMENTE

“David Gee”

DAVID GEE

“Susan McArthur”

SUSAN MCARTHUR

“Katherine Rethy”

KATHERINE RETHY

“Lorie Waisberg”

LORIE WAISBERG