

**UNITHOLDER RIGHTS PLAN AGREEMENT**

**Dated as of May 24, 2016**

**BETWEEN**

**CRIUS ENERGY TRUST**

**- and -**

**COMPUTERSHARE TRUST COMPANY OF CANADA**

**as Rights Agent**

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**ADDENDA**

EXHIBIT "A"            (Form of Rights Certificate)

## **UNITHOLDER RIGHTS PLAN AGREEMENT**

**UNITHOLDER RIGHTS PLAN AGREEMENT** dated as of May 24, 2016 between **CRIUS ENERGY TRUST**, an open-ended limited purpose trust established under the laws of the Province of Ontario (the "**Trust**"), and Computershare Trust Company of Canada, a trust company existing under the laws of Canada, as rights agent (the "**Rights Agent**", which term shall include any successor rights agent hereunder).

**WHEREAS** the Board of Directors (as hereinafter defined) has determined that it is advisable and in the best interests of the Trust to implement a unitholder right plan by adopting this unitholder rights plan agreement as provided herein (the "**Rights Plan**") to take effect on the Effective Date (as hereinafter defined) to ensure, to the extent possible, that all unitholders of the Trust are treated fairly in connection with any Take-Over Bid (as hereinafter defined) and to ensure that the Board of Directors is provided with sufficient time to evaluate unsolicited Take-Over Bids and to explore and develop alternatives to maximize unitholder value;

**AND WHEREAS** in order to implement the Rights Plan, the Board of Directors has authorized the issuance of:

- (a) one right (a "**Right**") effective at the Record Time (as hereinafter defined) in respect of each Unit (as hereinafter defined) outstanding at the Record Time; and
- (b) one Right in respect of each Voting Unit issued after the Record Time and prior to the earlier of the Separation Time (as hereinafter defined) and the Expiration Time (as hereinafter defined);

**AND WHEREAS** each Right entitles the holder thereof, after the Separation Time, to purchase securities of the Trust pursuant to the terms and subject to the conditions set forth herein;

**AND WHEREAS** the Rights Agent has agreed to act on behalf of the Trust in connection with the issuance, transfer, exchange and replacement of Rights Certificates (as hereinafter defined), the exercise of Rights and other matters referred to herein;

**AND WHEREAS** the foregoing recitals and statements are made by the Trust and not the Rights Agent;

**NOW THEREFORE**, in consideration of the premises and the respective agreements set forth herein, the Trust and the Rights Agent hereby agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Certain Definitions

For purposes of this Agreement, the following terms have the meanings indicated:

"**Acquiring Person**" shall mean any Person who is the Beneficial Owner of 20% or more of the Voting Units then outstanding; *provided, however*, that the term "**Acquiring Person**" shall not include:

- (i) the Trust or any Subsidiary of the Trust;
- (ii) any Person who becomes the Beneficial Owner of 20% or more of the outstanding Voting Units as a result of one or any combination of:
  - (A) a Voting Unit Reduction;
  - (B) a Pro Rata Acquisition;
  - (C) a Permitted Bid Acquisition,
  - (D) an Exempt Acquisition; or
  - (E) a Convertible Security Acquisition;

*provided, however*, that if a Person becomes the Beneficial Owner of 20% or more of the Voting Units then outstanding by reason of one or any combination of a Voting Unit Reduction, a Pro Rata Acquisition, a Permitted Bid Acquisition, an Exempt Acquisition or a Convertible Security Acquisition and thereafter such Person, while such Person is the Beneficial Owner of 20% or more of the Voting Units then outstanding, becomes the Beneficial Owner of an additional 1% or more of the outstanding Voting Units (other than pursuant to a Voting Unit Reduction, a Pro Rata Acquisition, a Permitted Bid Acquisition, an Exempt Acquisition or a Convertible Security Acquisition or any combination thereof), then as of the date and time that such Person becomes the Beneficial Owner of such additional Voting Units, such Person shall become an Acquiring Person;

- (iii) for a period of 10 days after the Disqualification Date, any Person who becomes the Beneficial Owner of 20% or more of the outstanding Voting Units as a result of such Person becoming disqualified from relying on Clause (3) of the definition of "Beneficial Owner" solely because such Person makes or publicly announces a current intention to make a Take-Over Bid, alone or acting jointly or in concert with any other Person. "**Disqualification Date**" means the first date of a public announcement of facts indicating that any Person is making or intends to make a Take-Over Bid, either alone through such Person's Affiliates or Associates or by acting jointly or in concert with any other Person;

- (iv) an underwriter or member of a banking or selling group that becomes the Beneficial Owner of 20% or more of the Voting Units then outstanding as a result of an acquisition from the Trust in connection with a distribution of securities pursuant to a prospectus or by way of private placement; and
- (v) a Grandfathered Person, provided, however, that if after the Record Time such Person becomes the Beneficial Owner of an additional 1% or more of the outstanding Voting Units (other than pursuant to a Voting Unit Reduction, a Pro Rata Acquisition, a Permitted Bid Acquisition, an Exempt Acquisition or a Convertible Security Acquisition), then as of the date and time that such Person becomes the Beneficial Owner of such additional Voting Units, such Person shall become an Acquiring Person.

**"Administrator"** shall mean Crius Energy Administrator Inc., in its capacity as administrator of the Trust.

**"Affiliate"**, when used to indicate a relationship with a specified Person, shall mean a Person that directly, or indirectly controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be an Affiliate of a specified Person if one of them is the Subsidiary of the other or if each of them is controlled by the same Person.

**"Agreement"** shall mean this unitholder rights plan agreement between the Trust and the Rights Agent, as amended, supplemented or restated from time to time.

**"Associate"**, when used to indicate a relationship with a specified Person, shall mean (i) a spouse of such specified Person, (ii) any Person of either sex with whom such specified Person is living in a conjugal relationship outside marriage, (iii) any relative of such specified Person or of a Person mentioned in Clause (i) or (ii) of this definition if that relative has the same residence as the specified Person, or (iv) any trust or estate in which a specified Person has a substantial beneficial interest or as to which such specified Person serves as a trustee or in a similar capacity.

**"Beneficial Owner"**: a Person shall be deemed the **"Beneficial Owner"** and to have **"Beneficial Ownership"** of and to **"Beneficially Own"**, any security:

- (i) of which such Person or any of such Person's Affiliates or Associates is the owner at law or in equity;
- (ii) as to which such Person or any of such Person's Affiliates or Associates has the right to become the owner at law or in equity (A) upon the purchase, exercise, conversion or exchange of any Convertible Securities, or (B) pursuant to any agreement, arrangement, pledge or understanding (including, for greater certainty, any lock-up agreement other than a Permitted Lock-Up Agreement), whether or not in writing, in each case if such right is then exercisable or exercisable within a period of 60 days, and whether or not on condition or the happening of any contingency by a single transaction or a series of linked transactions (other than customary agreements with and between underwriters and members of banking

groups or selling groups with respect to a distribution of securities pursuant to a prospectus or by way of a private placement and other than pursuant to pledges of securities in the ordinary course of business); and

- (iii) which is Beneficially Owned within the meaning of Clause (i) or (ii) of this definition by any other Person with which, and in respect of which security, such Person is acting jointly or in concert;

*provided, however,* that a Person shall not be deemed the "**Beneficial Owner**" of, or to have "**Beneficial Ownership**" of, or to "**Beneficially Own**", any security by reason of:

- (1) such security having been deposited or tendered pursuant to a Take-Over Bid made by such Person, any of such Person's Affiliates or Associates or any other Person with which, and in respect of which security, such Person is acting jointly or in concert, until such deposited or tendered security has been accepted unconditionally for payment or exchange or has been taken up and paid for, whichever shall first occur;
- (2) the holder of such security having agreed pursuant to a Permitted Lock-Up Agreement to deposit or tender such security pursuant to a Take-Over Bid made by such Person, any of such Person's Affiliates or Associates or any other Person with which, and in respect of which security, such Person is acting jointly or in concert, until the earliest time at which any such deposited or tendered security has been accepted unconditionally for payment or exchange or has been taken up and paid for, whichever shall first occur;
- (3) such Person, for greater certainty, holding such security in the ordinary course of such Person's business or activities as follows:
  - (A) such Person (in this definition, an "**Investment Manager**") manages investment funds for others (which others may include, or be limited to, employee benefit plans and pension plans), if such security is held by the Investment Manager in the performance of the Investment Manager's duties for the account of another Person (in this definition, a "**Client**", which term shall include any non-discretionary account held on behalf of a Client by a broker or dealer registered under applicable law);
  - (B) such Person (in this definition, a "**Trust Company**") is licensed as a trust company under applicable law and, as such, acts as trustee or administrator or in a similar capacity for the estates of deceased or incompetent Persons (each, in this definition, an "**Estate Account**") or for other accounts (each, in this definition, an "**Other Account**"), if such security is held by the Trust Company for the Estate Account or for such Other Accounts;
  - (C) such Person (in this definition, a "**Crown Agent**") is a Crown agent or agency that manages public assets, if such security is held by the Crown Agent for the purposes of its activities as Crown Agent;

- (D) such Person (in this definition, a "**Statutory Body**") is established by statute for purposes that include the management of investment funds for employee benefit plans, pension plans and insurance plans (other than insurance plans administered by insurance companies) of various public bodies, if such security is held by the Statutory Body for the purposes of its activities as Statutory Body; or
- (E) such Person (in this definition, an "**Administrator**") is the administrator or trustee of one or more pension funds or plans (each, in this definition, a "**Plan**") registered under the laws of Canada or any province thereof or the corresponding laws of the jurisdiction by which such Plan is governed, or is such a Plan, if such security is held by the Administrator or Plan for the purposes of its activities as Administrator or Plan;

but only if the Investment Manager, the Trust Company, the Crown Agent, the Statutory Body, the Administrator or the Plan, as the case may be, is not then making or has not publicly announced a current intention to make a Take-Over Bid, alone or by acting jointly or in concert with any other Person, other than pursuant to a distribution by the Trust or by means of ordinary market transactions (including pre-arranged trades entered into in the ordinary course of business of such Person) executed through the facilities of a stock exchange, securities quotation system or an organized over-the-counter market;

- (4) such Person, for greater certainty, being a Client of the same Investment Manager as another Person on whose account the Investment Manager holds such security;
- (5) such Person, for greater certainty, having an Estate Account or an Other Account with the same Trust Company as another Person on whose account the Trust Company holds such security;
- (6) such Person, for greater certainty, being a Plan with the same Administrator as another Plan on whose account the Administrator holds such security;
- (7) such Person, for greater certainty:
  - (A) being a Client of an Investment Manager, if such security is owned at law or in equity by the Investment Manager;
  - (B) being an Estate Account or an Other Account of a Trust Company, if such security is owned at law or in equity by the Trust Company; or
  - (C) being a Plan, if such security is owned at law or in equity by the Administrator of the Plan; or
- (8) such Person being the registered holder of such security as a result of carrying on the business of, or acting as nominee for, a securities depository.



"**Board of Directors**" shall mean the board of directors of the Administrator or any duly constituted or empowered committee thereof.

"**Business Day**" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in Toronto, Ontario are authorized or obliged by law to close.

"**Canadian Dollar Equivalent**" of any amount which is expressed in United States dollars shall mean on any date the Canadian dollar equivalent of such amount determined by multiplying such amount by the U.S.-Canadian Exchange Rate in effect on such date.

"**Close of Business**" on any given date shall mean the time on such date (or, if such date is not a Business Day, the time on the next succeeding Business Day) at which the office of the transfer agent for the Units in Toronto, Ontario (or, after the Separation Time, the office of the Rights Agent in Toronto, Ontario) is closed to the public.

"**Competing Permitted Bid**" shall mean a Take-Over Bid that:

- (i) is made after a Permitted Bid or another Competing Permitted Bid has been made and prior to the expiry, termination or withdrawal of that Permitted Bid or Competing Permitted Bid; and
- (ii) satisfies all the provisions of the definition of a Permitted Bid.

"**controlled**": a Person is "**controlled**" by another Person or two or more Persons acting jointly or in concert if:

- (i) in the case of a Person that is a body corporate, securities entitled to vote in the election of directors of such body corporate carrying more than 50% of the votes for the election of directors are held, directly or indirectly, by or for the benefit of the other Person or Persons and the votes carried by such securities are entitled, if exercised, to elect a majority of the board of directors of such body corporate; and
- (ii) in the case of a Person that is not a body corporate, more than 50% of the voting or equity interests of such Person are held, directly or indirectly, by or for the benefit of the other Person or Persons;

and "**controls**", "**controlling**" and "**under common control with**" shall be interpreted accordingly.

"**Convertible Securities**" shall mean at any time any securities issued by the Trust from time to time (other than the Rights) or any other Person from time to time carrying any purchase, exercise, conversion or exchange right, pursuant to which the holder thereof may acquire Voting Units or other securities carrying any purchase, exercise, conversion or exchange right pursuant to which the holder thereof may acquire, directly or indirectly, Voting Units (in each case, whether such right is exercisable immediately or after a specified period and whether or not on condition or the happening of any contingency).

**"Convertible Security Acquisition"** shall mean the acquisition of Voting Units by a Person upon the purchase, exercise, conversion or exchange of Convertible Securities acquired or received by such Person pursuant to a Permitted Bid Acquisition, an Exempt Acquisition or a Pro Rata Acquisition.

**"Co-Rights Agent"** shall have the meaning attributed thereto in Subsection 4.1(a).

**"Distribution Reinvestment Acquisition"** shall mean an acquisition of Voting Units of any class pursuant to a Distribution Reinvestment Plan.

**"Distribution Reinvestment Plan"** shall mean a regular distribution reinvestment or other plan of the Trust made available by the Trust to holders of its securities where such plan permits the holder to direct that some or all of: (a) distributions paid in respect of any securities of the Trust, (b) proceeds of redemption of securities of the Trust, (c) interest paid on evidences of indebtedness of the Trust, or (d) optional cash payments, be applied to the purchase of Units.

**"Effective Date"** shall mean May 24, 2016.

**"Election to Exercise"** shall have the meaning attributed thereto in Subsection 2.2(d).

**"Exchange Act of 1934"** shall mean the *Securities Exchange Act of 1934* of the United States, as amended, and the rules and regulations made thereunder, as now in effect or as the same may from time to time be amended, re-enacted or replaced.

**"Exempt Acquisition"** shall mean an acquisition by a Person of Voting Units and/or Convertible Securities (i) in respect of which the Board of Directors has waived the application of Section 3.1 pursuant to the provisions of Section 5.2, (ii) pursuant to a regular Distribution Reinvestment Plan, (iii) pursuant to a distribution of Voting Units or Convertible Securities made by the Trust (A) to the public pursuant to a prospectus; or (B) by way of a private placement or other distribution made by the Trust that is exempt from the prospectus requirements of applicable law (other than a Pro Rata Acquisition); *provided* that such Person does not thereby become the Beneficial Owner of a greater percentage of Voting Units or Convertible Securities so issued than the percentage of Voting Units or Convertible Securities Beneficially Owned by such Person immediately prior to such distribution, or (iv) pursuant to an amalgamation, merger, arrangement or other statutory procedure requiring unitholder approval.

**"Exercise Price"** shall mean, as of any date, the price at which a holder may purchase the securities issuable upon exercise of one whole Right in accordance with the terms hereof and, subject to adjustment thereof in accordance with the terms hereof, the Exercise Price shall be an amount equal to three times the Market Price, as at the Separation Time, per Unit.

**"Expansion Factor"** shall have the meaning attributed thereto in Subsection 2.3(b)(iv)(A).

**"Expiration Time"** shall have the meaning attributed thereto in Subsection 5.19(a)(ii).

**"Flip-in Event"** shall mean a transaction or event in which any Person becomes an Acquiring Person.

**"Grandfathered Person"** shall mean any Person who is the Beneficial Owner of 20% or more of the outstanding Voting Units as determined at the Record Time; *provided, however,* that a Person shall cease to be a Grandfathered Person in the event that such Person ceases to Beneficially Own 20% or more of the outstanding Voting Units at any time after the Record Time.

**"holder"** shall have the meaning attributed thereto in Section 1.6.

**"including"** and **"includes"** shall be interpreted on an inclusive basis and shall be deemed to be followed by the words **"without limitation"**.

**"Independent Unitholders"** shall mean holders of outstanding Voting Units, other than (i) any Acquiring Person, (ii) any Offeror, (iii) any Affiliate or Associate of any Acquiring Person or Offeror, (iv) any Person acting jointly or in concert with any Acquiring Person or Offeror, and (v) any employee benefit plan, deferred profit sharing plan, stock participation plan or trust for the benefit of employees of the Trust or a wholly-owned Subsidiary of the Trust (unless the beneficiaries of such plan or trust direct the manner in which such Voting Units are to be voted or direct whether the Voting Units are to be deposited or tendered to a Take-Over Bid, in which case the plan or trust shall be considered to be an Independent Unitholder).

**"Market Price"** per security of any securities on any date shall mean the average of the daily closing prices per security of such securities (determined as described below) on each of the 20 consecutive Trading Days through and including the Trading Day immediately preceding such date; *provided, however,* that if an event of a type analogous to any of the events described in Section 2.3 shall have caused the closing prices used to determine the Market Price on any Trading Day not to be fully comparable with the closing price on such date of determination (or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day), each such closing price so used shall be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 in order to make it fully comparable with the closing price on such date of determination (or, if the date of determination is not a Trading Day, on the immediately preceding Trading Day). The closing price per security of any securities on any date shall be:

- (i) the closing board lot sale price or, in case no such sale takes place on such date, the average of the closing bid and asked prices for each such security as reported by the principal stock exchange or securities quotation system in Canada on which such securities are listed or admitted to trading (based on the volume of securities traded during the most recently completed financial year);
- (ii) if for any reason none of the prices described in Clause (i) above are available for such date or the securities are not listed or admitted to trading on a stock exchange or securities quotation system in Canada, the last board lot sale price or,

if such price is not available, the average of the closing bid and asked prices, for each such security on such date as reported by such other securities exchange or securities quotation system on which such securities are listed or admitted to trading (and if such securities are listed or admitted to trading on more than one other stock exchange or securities quotation system such prices shall be determined based on the stock exchange or securities quotation system on which such securities are then listed or admitted to trading on which the largest number of such securities were traded during the most recently completed financial year);

- (iii) if for any reason none of the prices described in Clauses (i) and (ii) above are available for such date or the securities are not listed or admitted to trading on a stock exchange in Canada or any other securities exchange or securities quotation system, the last sale price, or if no sale takes place, the average of the high bid and low asked prices for each such security on such date in the over-the-counter market, as quoted by any reporting system then in use (as determined by the Board of Directors); or
- (iv) if for such date none of such prices described in Clauses (i),(ii) and (iii) above are available or the securities are not listed or admitted to trading on a stock exchange in Canada or any other securities exchange and are not quoted by any reporting system, the average of the closing bid and asked prices for such date as furnished by a professional market maker making a market in the securities selected in good faith by the Board of Directors;

*provided, however,* that if on any such date none of such prices is available, the closing price per security of such securities on such date shall mean the fair value per security of such securities on such date as determined in good faith by a recognized investment banking firm selected by the Board of Directors. The Market Price shall be expressed in Canadian dollars and if initially determined in respect of any day forming part of the 20 consecutive Trading Day period in question in United States dollars, such amount shall be translated into Canadian dollars on such date at the Canadian Dollar Equivalent thereof.

**"Offer Date"** shall mean the date of a Take-Over Bid.

**"Offer to Acquire"** shall include:

- (i) an offer to purchase, or a solicitation of an offer to sell, Voting Units and/or Convertible Securities; and
- (ii) an acceptance of an offer to sell Voting Units and/or Convertible Securities, whether or not such offer to sell has been solicited;

or any combination thereof, and the Person accepting an offer to sell shall be deemed to be making an Offer to Acquire to the Person that made the offer to sell.

**"Offeror"** shall mean a Person who has made a public announcement of a current intention to make or who is making a Take-Over Bid (including a Permitted Bid or a

Competing Permitted Bid), but excluding any Person referred to in Clause (3) of the definition of Beneficial Owner in the circumstances described therein.

"**Offeror's Securities**" shall mean the aggregate of the Voting Units Beneficially Owned by an Offeror on the date of an Offer to Acquire.

"**Permitted Bid**" shall mean a Take-Over Bid that is made by means of a take-over bid circular pursuant to National Instrument 62-104 *Take-Over Bids and Issuer Bids* and that is made to all holders of Voting Units of record, other than the Offeror.

"**Permitted Bid Acquisition**" shall mean an acquisition by a Person of Voting Units and/or Convertible Securities pursuant to a Permitted Bid or a Competing Permitted Bid.

"**Permitted Lock-Up Agreement**" shall mean an agreement (the "**Lock-Up Agreement**") between a Person and one or more holders of Voting Units and/or Convertible Securities (each a "**Locked-Up Person**") (the terms of which are publicly disclosed and a copy of which is made available to the public (including the Trust) not later than the date the Lock-Up Bid (as defined below) is publicly announced or, if the Lock-Up Bid has been made prior to the date on which such Lock-Up Agreement is entered into, not later than the date of such Lock-Up Agreement (or, if such date is not a Business Day, on the Business Day next following such date)), pursuant to which such Locked-Up Person agrees to deposit or tender Voting Units and/or Convertible Securities held by such holder to a Take-Over Bid (the "**Lock-Up Bid**") made or to be made by such Person, any of such Person's Affiliates or Associates or any other Person with which, and in respect of which security, such Person is acting jointly or in concert; *provided that*:

- (i) the Lock-Up Agreement permits such Locked-Up Person to terminate its obligation to deposit or tender to or not to withdraw Voting Units and/or Convertible Securities from the Lock-Up Bid in order to deposit or tender such securities to another Take-Over Bid or support another transaction where:
  - (A) the price or value per Voting Unit or Convertible Security offered under such other Take-Over Bid or transaction exceeds the price or value per Voting Unit or Convertible Security offered under the Lock-Up Bid;
  - (B) the price or value per Voting Unit or Convertible Security offered under such other Take-Over Bid or transaction exceeds by as much as or more than a specified amount (the "**Specified Amount**") the price or value per Voting Unit or Convertible Security offered under the Lock-Up Bid, *provided that* such Specified Amount is not greater than 7% of the price or value per Voting Unit or Convertible Security offered under the Lock-Up Bid; or
  - (C) the number of Voting Units and/or Convertible Securities to be purchased under such other Take-Over Bid or transaction exceeds by as much as or more than a specified number (the "**Specified Number**") the number of Voting Units and/or Convertible Securities that the Offeror has offered to

purchase under the Lock-Up Bid at a price or value per Voting Unit or Convertible Security that is not less than the price or value per Voting Unit or Convertible Security offered under the Lock-Up Bid, *provided* that the Specified Number is not greater than 7% of the number of Voting Units and/or Convertible Securities offered under the Lock-Up Bid;

and for greater certainty, such Lock-Up Agreement may contain a right of first refusal or require a period of delay to give the Offeror under the Lock-Up Bid an opportunity to match the higher price, value or number in such other Take-Over Bid or transaction, or other similar limitation on a Locked-Up Person's right to withdraw Voting Units from the Lock-Up Agreement, so long as the limitation does not preclude the exercise by the Locked-Up Person of the right to withdraw Voting Units and/or Convertible Securities in sufficient time to deposit or tender to the other Take-Over Bid or support the other transaction; and

- (ii) no "break-up" fees, "top-up" fees, penalties, expenses or other amounts that exceed in the aggregate the greater of:
  - (A) the cash equivalent of 2.5% of the price or value of the consideration payable under the Lock-Up Bid to a Locked-Up Person; and
  - (B) 50% of the amount by which the price or value of the consideration payable under another Take-Over Bid or other transaction to a Locked-Up Person exceeds the price or value of the consideration that such Locked-Up Person would have received under the Lock-Up Bid,

shall be payable by a Locked-Up Person pursuant to the Lock-Up Agreement in the event that the Locked-Up Bid is not successfully concluded or if any Locked-Up Person fails to deposit or tender Voting Units and/or Convertible Securities to the Lock-Up Bid or withdraws Voting Units and/or Convertible Securities previously deposited or tendered thereto in order to deposit or tender to another Take-Over Bid or support another transaction.

**"Person"** shall include any individual, firm, partnership, syndicate, association, trust, trustee, executor, administrator, legal personal representative, government, governmental body or authority, corporation or other incorporated or unincorporated organization.

**"Privacy Laws"** shall have the meaning attributed thereto in Section 5.25.

**"Pro Rata Acquisition"** shall mean an acquisition by a Person of Voting Units and/or Convertible Securities (i) as a result of a unit distribution, a unit distribution split or other event pursuant to which such Person receives or acquires Voting Units and/or Convertible Securities on the same *pro rata* basis as all other holders of Voting Units and/or Convertible Securities of the same class or series; or (ii) pursuant to the receipt or exercise of rights (other than the Rights) to subscribe for or purchase Voting Units and/or Convertible Securities issued by the Trust on the same *pro rata* basis to all of the holders of Voting Units and/or Convertible Securities of the same class or series, provided that such rights are acquired (a) directly from the Trust, or (b) pursuant to a stand-by

commitment given by such Person to the Trust; and *further provided*, in either case, that such Person does not thereby become the Beneficial Owner of a greater percentage of Voting Units than the percentage of Voting Units Beneficially Owned by such Person immediately prior to such acquisition.

"**Record Time**" shall mean 5:00 p.m. (Toronto time) on the Effective Date.

"**Redemption Price**" shall have the meaning attributed thereto in Subsection 5.1(a).

"**Regular Periodic Cash Distribution**" shall have the meaning attributed thereto in Subsection 2.3(d).

"**Rights**" shall mean the herein described rights to purchase securities pursuant to the terms and subject to the conditions set forth herein.

"**Rights Certificate**" shall mean a certificate representing the Rights after the Separation Time which shall be substantially in the form attached hereto as Exhibit "A" or such other form as the Trust and the Rights Agent may agree.

"**Rights Register**" and "**Rights Registrar**" shall each have the meaning attributed thereto in Subsection 2.6(a).

"*Securities Act of 1933*" shall mean the *Securities Act of 1933* of the United States, as amended, and the rules and regulations made thereunder, as now in effect or as the same may from time to time be amended, re-enacted or replaced.

"**Securities Act**" shall mean the *Securities Act*, R.S.O. 1990, c. S-5, as amended, and the rules and regulations made thereunder, as now in effect or as the same may from time to time be amended, re-enacted or replaced.

"**Separation Time**" shall mean the Close of Business on the tenth Trading Day after the earliest of:

- (i) the Unit Acquisition Date;
- (ii) the date of the commencement of, or first public announcement or disclosure of the current intention of any Person (other than the Trust or any Subsidiary of the Trust) to commence, a Take-Over Bid (other than a Permitted Bid or Competing Permitted Bid so long as such Take-Over Bid continues to satisfy the requirements of a Permitted Bid or a Competing Permitted Bid); and
- (iii) the date upon which a Permitted Bid or Competing Permitted Bid ceases to be a Permitted Bid or a Competing Permitted Bid, as applicable;

or such later date as may be determined by the Board of Directors in good faith, provided, however, that if any Take-Over Bid referred to in Clause (ii) above expires or is terminated or otherwise withdrawn prior to the Separation Time, such Take-Over Bid shall be deemed, for the purposes of this definition, never to have been made.

"**Subsidiary**" shall mean a Person that is controlled, directly or indirectly, by another Person and includes a Subsidiary of a Subsidiary.

"**Take-Over Bid**" shall mean an Offer to Acquire Voting Units and/or Convertible Securities where the Voting Units and/or Convertible Securities subject to the Offer to Acquire, together with the Offeror's Securities, constitute in the aggregate 20% or more of the outstanding Voting Units and/or Convertible Securities at the date of the Offer to Acquire.

"**Termination Time**" shall mean the time at which the right to exercise Rights shall terminate pursuant to Section 5.1.

"**Trading Day**", when used with respect to any securities, shall mean a day on which the principal stock exchange or securities quotation system in Canada on which such securities are listed or admitted to trading is open for the transaction of business or, if the securities are not listed or admitted to trading on any stock exchange or securities quotation system in Canada, a Business Day.

"**Trust Indenture**" shall mean the trust indenture establishing the Trust dated September 7, 2012, as amended, modified or supplemented from time to time.

"**TSX**" shall mean the Toronto Stock Exchange.

"**Unit Acquisition Date**" shall mean the first date of public announcement (which, for purposes of this definition, shall include a report filed pursuant to the Securities Act, Multilateral Instrument 62-104 *Take-Over Bids and Issuer Bids*, Ontario Securities Commission Rule 62-504 *Take-Over Bids and Issuer Bids*, National Instrument 62-104 *Take-Over Bids and Issuer Bids*, the *Exchange Act of 1934* or any other applicable securities laws) by the Trust or an Acquiring Person of facts indicating that a Person has become an Acquiring Person.

"**Units**" shall mean the units of the Trust, issued pursuant to the Trust Indenture, as such units may be subdivided, consolidated, reclassified or otherwise changed from time to time.

"**U.S.-Canadian Exchange Rate**" shall mean on any date:

- (i) if on such date the Bank of Canada sets an average noon spot rate of exchange for the conversion of one United States dollar into Canadian dollars, such rate; and
- (ii) in any other case, the rate on such date for the conversion of one United States dollar into Canadian dollars which is calculated in the manner which shall be determined by the Board of Directors from time to time acting in good faith.

"**Voting Unit Reduction**" shall mean an acquisition or a redemption by the Trust of Voting Units and/or Convertible Securities which, by reducing the number of outstanding Voting Units and/or Convertible Securities, increases the percentage of Voting Units Beneficially Owned by any Person.



"**Voting Units**" shall mean collectively the Units and any other securities or voting interests issued by the Trust, the holders of which are entitled to vote generally in the election of directors.

## **1.2 Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise specified.

## **1.3 Number and Gender**

Wherever the context so requires, terms used herein importing the singular number only shall include the plural and vice versa and words importing any one gender shall include all others.

## **1.4 Descriptive Headings and References**

Descriptive headings and the Table of Contents appear herein for convenience of reference only and shall not affect the meaning or construction of any of the provisions hereof. All references to Articles, Sections, Subsections, Clauses and Exhibits are to the articles, sections, subsections, clauses and exhibits forming part of this Agreement unless otherwise indicated. The words "hereto", "herein", "hereof", "hereunder", "this Agreement" and similar expressions refer to this Agreement including Exhibit "A", as the same may be amended, supplemented or restated from time to time.

## **1.5 Acting Jointly or in Concert**

For purposes of this Agreement, a Person is acting jointly or in concert with every other Person who is a party to any agreement, commitment or understanding, whether formal or informal and whether or not in writing, with the first mentioned Person to acquire or Offer to Acquire Voting Units and/or Convertible Securities (other than (i) customary agreements with and between underwriters and/or members of banking groups and/or selling group members with respect to a distribution of securities pursuant to a prospectus or by way of private placement, (ii) pursuant to pledges of securities in the ordinary course of business, or (iii) Permitted Lock-Up Agreements).

## **1.6 Holder**

As used in this Agreement, unless the context otherwise requires, the term "**holder**" of any Rights shall mean the registered holder of such Rights (or, prior to the Separation Time, of the associated Units).

## **1.7 Calculation of Voting Units Beneficially Owned**

For the purposes of this Agreement, the percentage of Voting Units Beneficially Owned by a Person shall be and be deemed to be the product determined by the formula:

$$100 \times \frac{A}{B}$$

where

- A = the number of votes for the election of all directors generally attaching to the Voting Units Beneficially Owned by such Person; and
- B = the aggregate number of votes for the election of all directors generally attaching to all outstanding Voting Units.

Where a Person is deemed to Beneficially Own unissued Voting Units, such Voting Units shall be deemed to be outstanding for the purposes of both A and B above, but no other unissued Voting Units shall, for the purposes of such calculation, be deemed to be outstanding.

## **ARTICLE 2 THE RIGHTS**

### **2.1 Legend on Voting Unit Certificates**

Voting Unit certificates issued after the Record Time and prior to the Close of Business on the earlier of the Separation Time and the Expiration Time shall evidence one Right for each Voting Unit represented thereby and shall have impressed on, printed on, written on or otherwise affixed to them from and after the Effective Date the legend set forth below:

"Until the earlier of the Separation Time or the Expiration Time (as such terms are defined in the Unitholder Rights Plan Agreement referred to below), this certificate also evidences and entitles the holder hereof to certain Rights as set forth in a Unitholder Rights Plan Agreement dated as of May 24, 2016, as amended, supplemented or restated from time to time (the "Rights Agreement") between Crius Energy Trust (the "Trust") and Computershare Trust Company of Canada, as Rights Agent, the terms of which are hereby incorporated herein by reference and a copy of which is on file and may be inspected during normal business hours at the registered office of the Trust. In certain circumstances, as set forth in the Rights Agreement, such Rights may be amended, may be redeemed, may expire, may become null and void or may be evidenced by separate certificates and may no longer be evidenced by this certificate. The Trust will mail or arrange for the mailing of a copy of the Rights Agreement to the holder of this certificate without charge promptly after the receipt of a written request therefor."

Certificates representing Voting Units that are issued and outstanding at the Record Time shall also evidence one Right for each Voting Unit evidenced thereby, notwithstanding the absence of the foregoing legend, until the earlier of the Separation Time and the Expiration Time. Following the Separation Time, Rights will be evidenced by Rights Certificates issued pursuant to Section 2.2 hereof.

## 2.2 Initial Exercise Price; Exercise of Rights; Detachment of Rights

- (a) Subject to adjustment as herein set forth, each Right will entitle the holder thereof, from and after the Separation Time and prior to the Expiration Time, to purchase one Unit for the Exercise Price (which Exercise Price and number of Units are subject to adjustment as set forth below) as at the Business Day immediately preceding the day on which such Right is exercised. Notwithstanding any other provision of this Agreement, any Rights held by the Trust or any of its Subsidiaries shall be null and void.
- (b) Until the Separation Time, (i) the Rights shall not be exercisable and no Right may be exercised, and (ii) for administrative purposes, each Right will be evidenced by the certificate for the associated Voting Unit registered in the name of the holder thereof (which certificate shall be deemed to represent a Rights Certificate) and will be transferable only together with, and will be transferred by a transfer of, such associated Voting Unit.
- (c) From and after the Separation Time and prior to the Expiration Time, the Rights may be exercised and the registration and transfer of the Rights shall be separate from and independent of Voting Units. Promptly following the Separation Time, the Trust will prepare and the Rights Agent will mail to each holder of record of Voting Units as of the Separation Time (other than an Acquiring Person, any other Person whose Rights are or become void pursuant to the provisions of Subsection 3.1(b) and, in respect of any Rights Beneficially Owned by such Acquiring Person which are not held of record by such Acquiring Person, the holder of record of such Rights), at such holder's address as shown by the records of the Trust (the Trust hereby agreeing to furnish copies of such records to the Rights Agent for this purpose):
  - (i) a Rights Certificate appropriately completed, representing the number of Rights held by such holder at the Separation Time and having such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Trust may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any law or with any rule or regulation or judicial or administrative order made pursuant thereto or with any rule or regulation of any self-regulatory organization, stock exchange or securities quotation system on which the Rights may from time to time be listed or traded, or to conform to usage; and
  - (ii) a disclosure statement prepared by the Trust describing the Rights;

*provided, however,* that a nominee shall be sent the materials provided for in Clauses (i) and (ii) above only in respect of Voting Units held of record by it which are not Beneficially Owned by an Acquiring Person. In order for the Trust to determine whether any Person is holding Voting Units which are Beneficially Owned by another Person, the Trust may require such first-mentioned Person to

furnish such information and documentation as the Trust deems necessary or appropriate to make such determination.

- (d) Rights may be exercised in whole or in part on any Business Day after the Separation Time and prior to the Expiration Time by submitting to the Rights Agent at its principal office in Toronto, Ontario or, with the approval of the Rights Agent, at any other office of the Rights Agent in the cities designated from time to time for that purpose by the Trust:
  - (i) the Rights Certificate evidencing such Rights with an election to exercise (an "**Election to Exercise**") substantially in the form attached to the Rights Certificate appropriately completed and duly executed by the holder or his executors or administrators or other personal representatives or his legal attorney duly appointed by an instrument in writing in form and executed in a manner satisfactory to the Rights Agent; and
  - (ii) payment by certified cheque, banker's draft or money order payable to the order of the Trust, of a sum equal to the Exercise Price multiplied by the number of Rights being exercised and a sum sufficient to cover any transfer tax or charge which may be payable in respect of the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Voting Units in a name other than that of the holder of the Rights being exercised.
- (e) Upon receipt of a Rights Certificate, with a completed Election to Exercise appropriately completed and duly executed which does not indicate that such Right is null and void as provided by Subsection 3.1(b), accompanied by payment as set forth in Clause 2.2(d)(ii), the Rights Agent (unless otherwise instructed in writing by the Trust) will thereupon promptly:
  - (i) requisition from the transfer agent of the Unit certificates for the number of Units to be purchased (the Trust hereby irrevocably agreeing to authorize its transfer agent to comply with all such requisitions);
  - (ii) after receipt of such certificates referred to in Clause 2.2(e)(i), deliver such certificates to or upon the order of the registered holder of such Rights Certificate, registered in such name or names as may be designated by such holder;
  - (iii) when appropriate, requisition from the Trust the amount of cash to be paid in lieu of issuing fractional Units;
  - (iv) after receipt, deliver such cash referred to in Clause 2.2(e)(iii) to or to the order of the registered holder of the Rights Certificate; and
  - (v) tender to the Trust all payments received on exercise of the Rights.

- (f) In case the holder of any Rights shall exercise less than all the Rights evidenced by such holder's Rights Certificate, a new Rights Certificate evidencing the Rights remaining unexercised will be issued by the Rights Agent to such holder or to such holder's duly authorized assigns.
- (g) The Trust covenants and agrees that it will:
  - (i) take all such action as may be necessary and within its power to ensure that all securities delivered upon exercise of Rights shall, at the time of delivery of the certificates for such securities (subject to payment of the Exercise Price), be duly and validly authorized, executed, issued and delivered as fully paid and non-assessable;
  - (ii) take all such action as may reasonably be considered to be necessary and within its power to comply with any applicable requirements of the Trust Indenture, the Securities Act, the *Securities Act of 1933* and the *Exchange Act of 1934* and any other applicable law, rule or regulation, in connection with the issuance and delivery of the Rights, the Rights Certificates and the issuance of any Units upon exercise of Rights;
  - (iii) use reasonable efforts to cause all Units issued upon exercise of Rights to be listed upon issuance on the TSX and each other stock exchange and/or securities quotation system on which the Units are then listed or admitted to trading at that time;
  - (iv) cause to be reserved and kept available out of its authorized and unissued Units the number of Units that, as provided in this Agreement, will from time to time be sufficient to permit the exercise in full of all outstanding Rights; and
  - (v) pay when due and payable any and all Canadian and United States federal, provincial and state transfer taxes (for greater certainty not including any income taxes or capital gains of the holder or exercising holder or any liability of the Trust to withhold tax) and charges which may be payable in respect of the original issuance or delivery of the Rights Certificates or certificates for Units, provided that the Trust shall not be required to pay any transfer tax or charge which may be payable in respect of the transfer or delivery of Rights Certificates or the issuance or delivery of certificates for Units in a name other than that of the holder of the Rights being transferred or exercised.

### **2.3 Adjustments to Exercise Price; Number of Rights**

- (a) The Exercise Price, the number and kind of securities subject to purchase upon exercise of each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 2.3.

- (b) In the event the Trust shall at any time after the Record Time and prior to the Expiration Time:
- (i) declare or pay a distribution on the Units payable in Units or Convertible Securities in respect thereof other than pursuant to any optional distribution program, Distribution Reinvestment Plan or any pro rata distribution of Units pursuant to Section 5.8 of the Trust Indenture which are immediately consolidated pursuant to Section 3.7 of the Trust Indenture;
  - (ii) subdivide or change the outstanding Units into a greater number of Units;
  - (iii) consolidate or change the outstanding Units into a smaller number of Units; or
  - (iv) issue any Units or other securities of the Trust (or Convertible Securities) in respect of, in lieu of, or in exchange for existing Units;

the Exercise Price and the number of Rights outstanding, or, if the payment or effective date therefor shall occur after the Separation Time, the securities purchasable upon exercise of Rights, shall be adjusted in the manner set forth below.

If the Exercise Price and number of Rights outstanding are to be adjusted:

- (A) the Exercise Price in effect after such adjustment will be equal to the Exercise Price in effect immediately prior to such adjustment divided by the number of Units (or other securities) (the "**Expansion Factor**") that a holder of one Unit immediately prior to such distribution, subdivision, change, consolidation or issuance would hold immediately thereafter as a result thereof (assuming the exercise of all such purchase, exchange, conversion or acquisition rights, if any); and
- (B) each Right held prior to such adjustment will become that number of Rights equal to the Expansion Factor and the adjusted number of Rights will be deemed to be distributed among the Units with respect to which the original Rights were associated (if they remain outstanding) and the Units issued or issuable in respect of such distribution, subdivision, change, consolidation or issuance, so that each such Unit (or other security of the Trust) will have exactly one Right associated with it.

For greater certainty, if the securities purchasable upon exercise of Rights are to be adjusted, the securities purchasable upon exercise of each Right after such adjustment will be the securities that a holder of the securities purchasable upon exercise of one Right immediately prior to such distribution, subdivision, change, consolidation or issuance would hold thereafter as a result thereof. To the extent

that such rights of purchase, exchange, conversion or acquisition are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price which would then be in effect based on the number of Units (or Convertible Securities) actually issued upon the exercise of such rights.

If, after the Record Time and prior to the Expiration Time, the Trust shall issue any securities other than Units in a transaction of a type described in Clause 2.3(b)(i) or (iv), units of such securities shall be treated herein as nearly equivalent to Units as may be practicable and appropriate under the circumstances and the Trust and the Rights Agent shall amend or supplement this Agreement in order to effect such treatment.

If an event occurs which would require an adjustment under both this Section 2.3 and Section 3.1, the adjustment provided for in this Section 2.3 shall be in addition to, and shall be made prior to, any adjustment required pursuant to Section 3.1. Adjustments pursuant to Section 2.3 shall be made successively, whenever an event referred to in Section 2.3 occurs.

If the Trust shall at any time after the Record Time and prior to the Separation Time issue any Units otherwise than in a transaction referred to in this Subsection 2.3(b), each such Unit so issued shall automatically have one new Right associated with it, which Right shall be evidenced by the certificate representing such associated Unit.

- (c) If the Trust shall at any time after the Record Time and prior to the Separation Time fix a record date for the issuance to all holders of Units of rights, options or warrants entitling them (for a period expiring within 45 days after such record date) to subscribe for or purchase Units (or Convertible Securities pursuant to which the holder may acquire Units) at a price per Unit (or, if a Convertible Security, having a purchase, exchange, conversion or exercise price, including the price required to be paid to purchase such convertible or exchangeable security or right, per unit) less than 90% of the Market Price per Unit on such record date, the Exercise Price shall be adjusted in the manner set forth below. The Exercise Price in effect after such record date will equal the Exercise Price in effect immediately prior to such record date multiplied by a fraction, of which the numerator shall be the number of Units outstanding on such record date plus the number of Units that the aggregate offering price of the total number of Units so to be offered (and/or the aggregate initial conversion, exchange or exercise price of the convertible or exchangeable securities or rights so to be offered (including the price required to be paid to purchase such convertible or exchangeable securities or rights)) would purchase at such Market Price per Unit and of which the denominator shall be the number of Units outstanding on such record date plus the number of additional Units to be offered for subscription or purchase (or into which the convertible or exchangeable securities or rights so to be offered are initially convertible, exchangeable or exercisable). In case such subscription price may be paid by delivery of consideration part or all of which shall be in a form other than cash, the value of such consideration shall be as determined in good faith by the Board

of Directors. To the extent that such rights of purchase, exchange, conversion or acquisition are not exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price which would then be in effect based on the number of Units (or securities convertible into or exchangeable for Units) actually issued upon the exercise of such rights.

Such adjustment shall be made successively whenever such a record date is fixed. For purposes of this Agreement, the granting of the right to purchase Units (whether from treasury units or otherwise) pursuant to any Distribution Reinvestment Plan or interest reinvestment plan and/or any other Unit purchase plan providing for the reinvestment of distributions or interest payable on securities of the Trust and/or the investment of periodic optional payments and/or employee benefit or similar plans (so long as such right to purchase is in no case evidenced by the delivery of rights or warrants) shall not be deemed to constitute an issue of rights or warrants by the Trust; *provided, however*, that, in the case of any distribution or interest reinvestment plan, the right to purchase Units is at a price per unit of not less than 90% of the current market price per unit (determined as provided in such plans) of the Units.

- (d) If the Trust shall at any time after the Record Time and prior to the Separation Time fix a record date for the making of a distribution to all holders of Units of evidences of indebtedness or assets (other than a Regular Periodic Cash Distribution (as defined below) or a distribution paid in Units) or rights, options or warrants (excluding those referred to in Subsection 2.3(c)), the Exercise Price shall be adjusted. The Exercise Price in effect after such record date will equal the Exercise Price in effect immediately prior to such record date less the fair market value (as determined in good faith by the Board of Directors) of the portion of the assets, evidences of indebtedness, rights or warrants so to be distributed applicable to the securities purchasable upon exercise of one Right. Such adjustment shall be made successively whenever such a record date is fixed.

For the purpose of this Subsection 2.3(d), "**Regular Periodic Cash Distribution**" shall mean cash distributions paid at regular intervals in any fiscal year of the Trust to the extent that such cash distributions do not exceed, in the aggregate, the greatest of:

- (i) 200% of the aggregate amount of cash distributions declared payable by the Trust on its Units in its immediately preceding fiscal year;
- (ii) 300% of the arithmetic mean of the aggregate amounts of cash distributions declared payable by the Trust on its Units in its three immediately preceding fiscal years; and
- (iii) 100% of the aggregate consolidated net income of the Trust, before extraordinary items, for its immediately preceding fiscal year.



- (e) Each adjustment made pursuant to this Section 2.3 shall be made as of:
  - (i) the payment or effective date for the applicable distributions, subdivision, change, consolidation or issuance, in the case of an adjustment made pursuant to Subsection 2.3(b) above; and
  - (ii) the record date for the applicable distribution, in the case of an adjustment made pursuant to Subsection 2.3(c) or (d) or above subject to readjustment to reverse same if such distribution shall not be made.
- (f) If the Trust shall at any time after the Record Time and prior to the Separation Time issue any securities (other than Units), or rights, options or warrants to subscribe for or purchase any such securities, or securities convertible into or exchangeable for any such securities in a transaction referred to in Clause 2.3(b)(i) or (iv), or if the Trust shall take any other action (other than the issue of Units) which might have a negative effect on the holder of Rights, if the Board of Directors acting in good faith determines that the adjustments contemplated by Subsections 2.3(b), (c) and (d) above in connection with such transaction will not appropriately protect the interests of the holders of Rights, the Board of Directors may determine what other adjustments to the Exercise Price, number of Rights and/or securities purchasable upon exercise of Rights would be appropriate and, notwithstanding Subsections 2.3(b), (c) and (d) above, but subject to the prior consent of the holders of Voting Units or Rights obtained as set forth in Subsection 5.5(b) or 5.5(c) as applicable, such adjustments, rather than the adjustments contemplated by Subsections 2.3(b), (c) and (d) above, shall be made. The Trust and the Rights Agent shall amend or supplement this Agreement as appropriate to provide for such adjustments.
- (g) Notwithstanding anything herein to the contrary, no adjustment of the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least 1% in such Exercise Price; *provided, however*, that any adjustments which by reason of this Subsection 2.3(g) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All adjustments made pursuant to this Section 2.3 shall be made to the nearest cent or to the nearest ten-thousandth of a Unit, as the case may be.
- (h) If as a result of an adjustment made pursuant to Section 3.1, the holder of any Right thereafter exercised shall become entitled to receive any securities other than Units, thereafter the number of such other units so receivable upon exercise of any Right and the applicable Exercise Price thereof shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Units contained in the provisions of this Section 2.3 and the provisions of this Agreement with respect to the Units shall apply on like terms to any such other securities.
- (i) All Rights originally issued by the Trust subsequent to any adjustment made to an Exercise Price hereunder shall evidence the right to purchase, at the adjusted

Exercise Price, the number of Units purchasable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

- (j) Unless the Trust shall have exercised its election, as provided in Subsection 2.3(k), upon each adjustment of the Exercise Price as a result of the calculations made in Subsections 2.3(c) and (d), each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Exercise Price, that number of Units obtained by:
  - (i) multiplying (A) the number of Units covered by a Right immediately prior to such adjustment, by (B) the relevant Exercise Price in effect immediately prior to such adjustment of the relevant Exercise Price; and
  - (ii) dividing the product so obtained by the relevant Exercise Price in effect immediately after such adjustment of the relevant Exercise Price.
  
- (k) The Trust may elect on or after the date of any adjustment of an Exercise Price to adjust the number of Rights, in lieu of any adjustment in the number of Units purchasable upon the exercise of a Right. Each of the Rights outstanding after the adjustment in the number of Rights shall be exercisable for the number of Units for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become the number of Rights (calculated to the nearest one ten-thousandth) obtained by dividing the relevant Exercise Price in effect immediately prior to adjustment of relevant Exercise Price by the relevant Exercise Price in effect immediately after adjustment of the relevant Exercise Price. The Trust shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the relevant Exercise Price is adjusted or any day thereafter, but, if the Rights Certificates have been issued, shall be at least 10 days later than the date of the public announcement. If Rights Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Subsection 2.3(k), the Trust shall, as promptly as practicable, cause to be distributed to holders of record of Rights Certificates on such record date, Rights Certificates evidencing, subject to Section 5.6, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Trust, shall cause to be distributed to such holders of record in substitution and replacement for the Rights Certificates held by such holders prior to the date of adjustment, and upon surrender thereof if required by the Trust, new Rights Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Rights Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein and may bear, at the option of the Trust, the relevant adjusted Exercise Price and shall be registered in the names of holders of record of Rights Certificates on the record date specified in the public announcement.

- (l) Irrespective of any adjustment or change in the securities purchasable upon exercise of the Rights, the Rights Certificates theretofore and thereafter issued may continue to express the securities so purchasable which were expressed in the initial Rights Certificates issued hereunder.
- (m) In any case in which this Section 2.3 shall require that an adjustment in the Exercise Price be made effective as of a record date for a specified event, the Trust may elect to defer until the occurrence of such event the issuance to the holder of any Right exercised after such record date of the number of Units and other securities of the Trust, if any, issuable upon such exercise over and above the number of Units and other securities of the Trust, if any, issuable upon such exercise on the basis of the relevant Exercise Price in effect prior to such adjustment; *provided, however*, that the Trust shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional Units (fractional or otherwise) or other securities upon the occurrence of the event requiring such adjustment.
- (n) Notwithstanding anything in this Section 2.3 to the contrary, the Trust shall be entitled to make such adjustments in the Exercise Price, in addition to those adjustments expressly required by this Section 2.3, as and to the extent that in its good faith judgment the Board of Directors shall determine to be advisable in order that any (i) subdivision or consolidation of the Units, (ii) issuance (wholly or in part for cash) of Units at less than the applicable Market Price, (iii) issuance (wholly for cash) of any Units or securities that by their terms are exchangeable for or convertible into or give a right to acquire Units, (iv) unit distributions, or (v) issuance of rights, options or warrants referred to in this Section 2.3, hereafter made by the Trust to holders of its Units, subject to applicable taxation laws, shall not be taxable to such unitholders.
- (o) After the Separation Time, the Trust will not, except as permitted by the provisions hereof, take (or permit any Subsidiary of the Trust to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or otherwise eliminate the benefits intended to be afforded by the Rights.
- (p) Whenever an adjustment to the Exercise Price or a change in the securities purchasable upon the exercise of Rights is made pursuant to this Section 2.3, the Trust shall promptly:
  - (i) prepare a certificate setting forth such adjustment and a brief statement of the facts accounting for such adjustment;
  - (ii) file with the Rights Agent and with each transfer agent for the Units, a copy of such certificate; and
  - (iii) cause notice of the particulars of such adjustment or change to be given to the holders of the Rights.

Failure to file such certificate or to cause such notice to be given as aforesaid, or any defect therein, shall not affect the validity of any such adjustment or change.

#### **2.4 Date on Which Exercise is Effective**

Each Person in whose name any certificate for Units or other securities, if applicable, is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Units or other securities, if applicable, represented thereby, and such certificate shall be dated the date upon which the Rights Certificate evidencing such Rights was duly surrendered in accordance with Subsection 2.2(e) (together with a duly completed Election to Exercise) and payment of the Exercise Price for such Rights (and any applicable transfer taxes and other governmental charges payable by the exercising holder hereunder) was made; *provided, however*, that if the date of such surrender and payment is a date upon which the Unit transfer books of the Trust are closed, such Person shall be deemed to have become the record holder of such units on, and such certificate shall be dated, the next succeeding Business Day on which the Unit transfer books of the Trust are open.

#### **2.5 Execution, Authentication, Delivery and Dating of Rights Certificates**

- (a) The Rights Certificates shall be executed on behalf of the Trust by any two directors or officers of the Trust. The signature of any of these directors or officers on the Rights Certificates may be manual, facsimile or a scanned copy. Rights Certificates bearing the manual, facsimile or scanned signatures of individuals holding the above offices of the Trust shall bind the Trust, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the countersignature and delivery of such Rights Certificates.
- (b) Promptly after the Trust learns of the Separation Time, the Trust will notify the Rights Agent in writing of such Separation Time and will deliver Rights Certificates executed by the Trust, to the Rights Agent for countersignature and a disclosure statement describing the Rights, and the Rights Agent shall countersign manually and mail such Rights Certificates, and disclosure statement describing the Rights, to the holders of the Rights pursuant to Subsection 2.2(c). No Rights Certificate shall be valid for any purpose until countersigned by the Rights Agent as aforesaid.
- (c) Each Rights Certificate shall be dated the date of countersignature thereof.

#### **2.6 Registration, Registration of Transfer and Exchange**

- (a) From and after the Separation Time, the Trust will cause to be kept a register (the "**Rights Register**") in which, subject to such reasonable regulations as it may prescribe, the Trust will provide for the registration and transfer of Rights. The Rights Agent is hereby appointed "**Rights Registrar**" for the purpose of maintaining the Rights Register for the Trust and registering Rights and transfers of Rights as herein provided and the Rights Agent hereby accepts such appointment. In the event that the Rights Agent shall cease to be the Rights

Registrar, the Rights Agent will have the right to examine the Rights Register at all reasonable times.

- (b) After the Separation Time and prior to the Expiration Time, upon surrender for registration of transfer or exchange of any Rights Certificate, and subject to the provisions of Subsection 2.6(d), the Trust will execute, and the Rights Agent will countersign, deliver and register, in the name of the holder thereof or the designated transferee or transferees, as required pursuant to the holder's instructions, one or more new Rights Certificates evidencing the same aggregate number of Rights as did the Rights Certificates so surrendered.
- (c) All Rights issued upon any registration of transfer or exchange of Rights Certificates shall be the valid obligations of the Trust, and such Rights shall be entitled to the same benefits under this Agreement as the Rights surrendered upon such registration of transfer or exchange.
- (d) Every Rights Certificate surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Trust or the Rights Agent, as the case may be, duly executed, by the holder thereof or such holder's attorney duly authorized in writing. As a condition to the issuance of any new Rights Certificate under this Section 2.6, the Trust may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) connected therewith.
- (e) The Trust shall not be required to register the transfer or exchange of any Rights after the Rights have been terminated pursuant to the provisions of this Agreement.

## **2.7 Mutilated, Destroyed, Lost and Stolen Rights Certificates**

- (a) If any mutilated Rights Certificate is surrendered to the Rights Agent prior to the Expiration Time, the Trust shall execute and the Rights Agent shall countersign and deliver in exchange therefor a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so surrendered.
- (b) If there shall be delivered to the Trust and the Rights Agent prior to the Expiration Time (i) evidence to their satisfaction of the destruction, loss or theft of any Rights Certificate, and (ii) such surety bond and indemnity as may be required by them to save each of them and any of their agents harmless, then, in the absence of notice to the Trust or the Rights Agent that such Rights Certificate has been acquired by a *bona fide* purchaser, the Trust shall execute and upon its request the Rights Agent shall countersign and deliver, in lieu of any such destroyed, lost or stolen Rights Certificate, a new Rights Certificate evidencing the same number of Rights as did the Rights Certificate so destroyed, lost or stolen.

- (c) As a condition to the issuance of any new Rights Certificate under this Section 2.7, the Trust may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Rights Agent) connected therewith.
- (d) Every new Rights Certificate issued pursuant to this Section 2.7 in lieu of any destroyed, lost or stolen Rights Certificate shall evidence a contractual obligation of the Trust, whether or not the destroyed, lost or stolen Rights Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Agreement equally and proportionately with any and all other Rights duly issued hereunder.

## **2.8 Persons Deemed Owners**

Prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Voting Unit certificate) for registration of transfer, the Trust, the Rights Agent and any agent of the Trust or the Rights Agent may deem and treat the Person in whose name such Rights Certificate (or, prior to the Separation Time, such Voting Unit certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby for all purposes whatsoever and the Trust and the Rights Agent shall not be affected by any notice or knowledge to the contrary except as required by statute or order of a court of competent jurisdiction.

## **2.9 Delivery and Cancellation of Certificates**

All Rights Certificates surrendered upon exercise or for redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Rights Agent, be delivered to the Rights Agent and, in any case, shall be promptly cancelled by the Rights Agent. The Trust may at any time deliver to the Rights Agent for cancellation any Rights Certificates previously countersigned and delivered hereunder which the Trust may have acquired in any manner whatsoever, and all Rights Certificates so delivered shall be promptly cancelled by the Rights Agent. No Rights Certificate shall be countersigned in lieu of or in exchange for any Rights Certificates cancelled as provided in this Section 2.9, except as expressly permitted by this Agreement. The Rights Agent shall destroy all cancelled Rights Certificates and deliver a certificate of destruction to the Trust, on request.

## **2.10 Agreement of Rights Holders**

Every holder of Rights, by accepting such Rights, consents and agrees with the Trust and the Rights Agent and with every other holder of Rights that:

- (a) such holder shall be bound by and subject to the provisions of this Agreement in respect of all Rights held;
- (b) prior to the Separation Time, each Right will be transferable only together with, and will be transferred by a transfer of, the associated Voting Unit certificate representing such Right;

- (c) after the Separation Time, the Rights will be transferable only on the Rights Register as provided herein;
- (d) prior to due presentment of a Rights Certificate (or, prior to the Separation Time, the associated Voting Unit certificate) for registration of transfer, the Trust, the Rights Agent and any agent of the Trust or the Rights Agent may deem and treat the Person in whose name the Rights Certificate (or, prior to the Separation Time, the associated Voting Unit certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on such Rights Certificate or the associated Voting Unit certificate made by anyone other than the Trust or the Rights Agent) for all purposes whatsoever, and neither the Trust nor the Rights Agent shall be affected by any notice to the contrary;
- (e) such holder of Rights is not entitled to receive any fractional Rights or fractional Units or other securities upon the exercise of Rights;
- (f) without the approval of any holder of Rights or Voting Units and upon the sole authority of the Board of Directors acting in good faith, this Agreement may be amended or supplemented from time to time in accordance with the provisions of Section 5.5 and the third last paragraph of Subsection 2.3(b); and
- (g) notwithstanding anything in this Agreement to the contrary, neither the Trust nor the Rights Agent shall have any liability to any holder of a Right or to any other Person as a result of its inability to perform any of its obligations under this Agreement by reason of applicable law, including any preliminary or permanent injunction or other order, decree or ruling issued by a court of competent jurisdiction or by a governmental, regulatory or administrative agency or commission, or any statute, rule, regulation or executive order promulgated or enacted by any governmental authority, prohibiting or otherwise restraining performance of such obligation.

### **ARTICLE 3**

#### **ADJUSTMENTS IN THE EVENT OF A FLIP-IN EVENT**

##### **3.1 Flip-in Event**

- (a) Subject to Subsection 3.1(b) and Sections 5.1 and 5.2, in the event that prior to the Expiration Time a Flip-in Event shall occur, each Right shall constitute, effective from and after the Close of Business on the tenth Trading Day following the Unit Acquisition Date, the right to purchase from the Trust, upon exercise thereof in accordance with the terms hereof, that number of Units having an aggregate Market Price on the date of consummation or occurrence of such Flip-in Event equal to twice the Exercise Price for an amount in cash equal to the Exercise Price (such right to be appropriately adjusted in a manner analogous to the applicable adjustment provided for in Section 2.3 in the event that after such date of

consummation or occurrence an event of a type analogous to any of the events described in Section 2.3 shall have occurred with respect to such Units).

- (b) Notwithstanding anything in this Agreement to the contrary, upon the occurrence of a Flip-in Event, any Rights that are or were Beneficially Owned on or after the earlier of the Separation Time or the Unit Acquisition Date, or which thereafter may be Beneficially Owned, by:
- (i) an Acquiring Person (or an Affiliate or Associate of an Acquiring Person, or any Person acting jointly or in concert with an Acquiring Person); or
  - (ii) a transferee or other successor-in-title, directly or indirectly, from an Acquiring Person (or an Affiliate or Associate of an Acquiring Person, or any Person acting jointly or in concert with an Acquiring Person) in a transfer of Rights, whether or not for consideration, that the Board of Directors acting in good faith has determined is part of a plan, understanding or scheme of an Acquiring Person (or an Affiliate or Associate of an Acquiring Person, or any Person acting jointly or in concert with an Acquiring Person) that has the purpose or effect of avoiding the provisions of Clause 3.1(b)(i);

shall become null and void without any further action and any holder of such Rights (including transferees or other successors-in-title) shall thereafter have no right to exercise or transfer such Rights under any provision of this Agreement and shall have no other rights whatsoever with respect to such Rights, whether under any provision of this Agreement or otherwise. The holder of any Rights represented by a Rights Certificate which is submitted to the Rights Agent upon exercise or for registration of transfer or exchange which does not contain the necessary certifications set forth in the Rights Certificate establishing that such Rights are not null and void under this Subsection 3.1(b) shall be deemed to be an Acquiring Person for the purposes of this Section 3.1 and such Rights shall become null and void.

- (c) Any Rights Certificate that represents Rights Beneficially Owned by a Person described in either Clause 3.1(b)(i) or Clause 3.1(b)(ii) or transferred to any nominee of any such Person, and any Rights Certificate issued upon transfer, exchange, replacement or adjustment of any other Rights Certificate referred to in this sentence, shall contain the following legend:

"The Rights represented by this Rights Certificate were issued to a Person who was an Acquiring Person, or an Affiliate or an Associate of an Acquiring Person, or a Person acting jointly or in concert with any of them (as such terms are defined in the Unitholder Rights Plan Agreement). This Rights Certificate and the Rights represented hereby shall become null and void in the circumstances specified in Subsection 3.1(b) of the Unitholder Rights Plan Agreement."



*provided, however*, that the Rights Agent shall not be under any responsibility to ascertain the existence of facts that would require the imposition of such legend but shall be required to impose such legend only if instructed to do so in writing by the Trust or if a holder fails to certify upon transfer or exchange in the space provided on the Rights Certificate that such holder is not a Person described in such legend. The issuance of a Rights Certificate without the legend referred to in this Subsection 3.1(c) shall be of no effect on the provisions of Subsection 3.1(b).

## **ARTICLE 4 THE RIGHTS AGENT**

### **4.1 General**

- (a) The Trust hereby appoints the Rights Agent to act as agent for the Trust and the holders of Rights in accordance with the terms and conditions hereof, and the Rights Agent hereby accepts such appointment. The Trust may from time to time appoint one or more co-rights agents (each a "**Co-Rights Agent**") as it may deem necessary or desirable, subject to the approval of the Rights Agent. In the event the Trust appoints one or more Co-Rights Agents, the respective duties of the Rights Agent and Co-Rights Agents shall be as the Trust may determine with the approval of the Rights Agent and the Co-Rights Agents. The Trust agrees to pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements reasonably incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Trust also agrees to indemnify the Rights Agent and its directors, officers, employees and agents for, and to hold it harmless against, any loss, liability, cost, claim, action, suit, damage or expense, incurred without gross negligence, bad faith or wilful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability, which right to indemnification will survive the termination of this Agreement and the resignation or removal of the Rights Agent.
- (b) The Rights Agent shall be protected and shall incur no liability for or in respect of any action taken, suffered or omitted by it in connection with its administration of this Agreement in reliance upon any certificate for Units, Rights Certificate, certificate for other securities of the Trust, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons.
- (c) The Trust shall inform the Rights Agent in a reasonably timely manner of events which may materially affect the administration of this Agreement by the Rights

Agent and, at any time upon request, shall provide to the Rights Agent an incumbency certificate certifying the then current officers of the Trust.

- (d) Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Rights Agent shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

#### **4.2 Merger or Consolidation or Change of Name of Rights Agent**

- (a) Any corporation into which the Rights Agent is amalgamated or with which it is consolidated or to which all or substantially all of its corporate trust business is sold or is otherwise transferred or any corporation resulting from any consolidation or amalgamation to which the Rights Agent is a party shall become the successor rights agent under this Agreement, without the execution of any document or any further act, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section 4.4. In case at the time such successor Rights Agent succeeds to the agency created by this Agreement any of the Rights Certificates have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Rights Certificates so countersigned; and in case at that time any of the Rights Certificates have not been countersigned, any successor Rights Agent may countersign such Rights Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.
- (b) In case at any time the name of the Rights Agent is changed and at such time any of the Rights Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver such Rights Certificates so countersigned; and in case at that time any of the Rights Certificates have not been countersigned, the Rights Agent may countersign such Rights Certificates either in its prior name or in its changed name; and in all such cases such Rights Certificates will have the full force provided in the Rights Certificates and in this Agreement.

#### **4.3 Duties of Rights Agent**

The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Trust and the holders of Rights Certificates, by their acceptance thereof, shall be bound:

- (a) The Rights Agent may retain, at the Trust's expense, and consult with legal counsel (who may be legal counsel for the Trust), and the opinion of such counsel will be full and complete authorization and protection to the Rights Agent as to

any action taken or omitted by it in good faith and in accordance with such opinion and the Rights Agent may also, with the approval of the Trust (such approval not to be unreasonably withheld), retain and consult with such other experts or advisors as the Rights Agent shall consider necessary or appropriate to properly carry out its duties and obligations imposed under this Agreement (at the Trust's expense) and the Rights Agent shall be entitled to act and rely in good faith on the advice of such experts or advisors.

- (b) Whenever in the performance of its duties under this Agreement, the Rights Agent deems it necessary or desirable that any fact or matter be proved or established by the Trust prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an individual believed by the Rights Agent to be the President, the Chief Financial Officer or the Secretary of the Trust and delivered to the Rights Agent; and such certificate will be full authorization to the Rights Agent for any action taken, omitted or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.
- (c) The Rights Agent will be liable hereunder only for its own gross negligence, bad faith or wilful misconduct and that of its officers, directors and employees.
- (d) The Rights Agent will not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the certificates for Units or the Rights Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and will be deemed to have been made by the Trust only.
- (e) The Rights Agent will not be under any responsibility in respect of the validity of this Agreement or the execution and delivery hereof (except the due authorization, execution and delivery hereof by the Rights Agent) or in respect of the validity or execution of any Unit certificate or Rights Certificate (except its countersignature thereof); nor will it be responsible for any breach by the Trust of any covenant or condition contained in this Agreement or in any Rights Certificate; nor will it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Subsection 3.1(b)) or any adjustment required under the provisions of Section 2.3 or responsible for the manner, method or amount of any such adjustment or the ascertaining of the existence of facts that would require any such adjustment (except with respect to the exercise of Rights after receipt of the certificate contemplated by Subsection 2.3(p) describing any such adjustment); nor will it by any act hereunder be deemed to make any representation or warranty as to the authorization of any Units to be issued pursuant to this Agreement or any Rights or as to whether any Units will, when issued, be duly and validly authorized, executed, issued and delivered and fully paid and non-assessable.

- (f) The Trust will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.
- (g) The Rights Agent is hereby authorized and directed to accept written instructions with respect to the performance of its duties hereunder from any individual believed by the Rights Agent to be the President, the Chief Financial Officer or the Secretary of the Trust, and to apply to such individuals for advice or instructions in connection with its duties, and it shall not be liable for any action taken, omitted or suffered by it in good faith in accordance with instructions of any such individual.
- (h) The Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in Units, Rights or other securities of the Trust or become financially interested in any transaction in which the Trust may be interested, or contract with or lend money to the Trust or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Trust or for any other legal entity.
- (i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent will not be answerable or accountable for any act, omission, default, neglect or misconduct of any such attorneys or agents or for any loss to the Trust resulting from any such act, omission, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

#### **4.4 Change of Rights Agent**

The Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice (or such lesser notice as is acceptable to the Trust) in writing mailed to the Trust and to the transfer agent of Voting Units by registered or certified mail. The Trust may remove the Rights Agent upon 30 days' notice in writing, given to the Rights Agent and to the transfer agent of the Units by registered or certified mail, and to the holders of the Rights in accordance with Section 5.10. If the Rights Agent should resign or be removed or otherwise become incapable of acting, the Trust will appoint a successor to the Rights Agent. If the Trust fails to make such appointment within a period of 30 days after such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent (at the Trust's expense) or by the holder of any Rights (which holder shall, with such notice if given after the Separation Time, submit such holder's Rights Certificate for inspection by the Trust), then the holder of any Rights may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Trust or by such a court, shall be a corporation incorporated under the laws of Canada or a province thereof authorized to carry on the business of a trust company in the Province of

Ontario. After appointment, the successor Rights Agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent, upon receipt of any and all outstanding amounts owing to it pursuant to this Agreement, shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment, the Trust will file notice thereof in writing with the predecessor Rights Agent and the transfer agent of the Units, and mail a notice thereof in writing to the holders of the Rights. Failure to give any notice provided for in this Section 4.4, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor rights agent, as the case may be.

#### **4.5 Compliance with Anti-Money Laundering Legislation**

The Rights Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Rights Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Rights Agent reasonably determine at any time that its acting under this Agreement has resulted in it being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days' prior written notice to the Trust, provided: (i) that the Rights Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Rights Agent's satisfaction within such 10 day period, then such resignation shall not be effective.

### **ARTICLE 5 MISCELLANEOUS**

#### **5.1 Redemption of Rights**

- (a) With the prior consent of the holders of Voting Units or Rights obtained in accordance with Subsection 5.5(b) or (c), as applicable, the Board of Directors may, at any time prior to the occurrence of a Flip-in Event as to which the application of Section 3.1 has not been waived pursuant to Section 5.2, elect to redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.00001 per Right, appropriately adjusted in a manner analogous to the applicable adjustment to the Exercise Price provided for in Section 2.3 if an event analogous to any of the events described in Section 2.3 shall have occurred (such redemption price being herein referred to as the "**Redemption Price**").
- (b) If a Person acquires, pursuant to a Permitted Bid, a Competing Permitted Bid or an Exempt Acquisition occurring under Subsection 5.2(a) or (b), outstanding Voting Units and/or Convertible Securities, the Board of Directors shall, notwithstanding the provisions of Subsection 5.1(a), immediately upon such acquisition and without further formality be deemed to have elected to redeem the Rights at the Redemption Price.

- (c) Where a Take-Over Bid that is not a Permitted Bid or Competing Permitted Bid expires, is terminated or is otherwise withdrawn after the Separation Time has occurred and prior to the occurrence of a Flip-in Event, the Board of Directors may elect to redeem all of the outstanding Rights at the Redemption Price.
- (d) If the Board of Directors elects or is deemed to have elected to redeem the Rights and, in circumstances where Subsection 5.1(a) is applicable, the requisite consent is given by the holders of Voting Units or Rights, as applicable, (i) the right to exercise the Rights will thereupon, without further action and without notice, terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price, and (ii) subject to Subsection 5.1(f), no further Rights shall thereafter be issued.
- (e) Within 10 Business Days of the Board of Directors electing or having been deemed to have elected to redeem the Rights or, in circumstances where Subsection 5.1(a) is applicable, within 10 Business Days after the requisite consent is given by the holders of Voting Units or Rights, as applicable, the Trust shall give notice of redemption to the holders of the then outstanding Rights by mailing such notice to each such holder at his last address as it appears upon the Rights Register or, prior to the Separation Time, on the register of Voting Units maintained by the Trust's transfer agent or transfer agents. Each such notice of redemption shall state the method by which the payment of the Redemption Price shall be made.
- (f) Upon the Rights being redeemed pursuant to Subsection 5.1(c), all the provisions of this Agreement shall continue to apply as if the Separation Time had not occurred and Rights Certificates representing the number of Rights held by each holder of record of Voting Units as of the Separation Time had not been mailed to each such holder and, for all purposes of this Agreement, the Separation Time shall be deemed not to have occurred and Rights shall remain attached to the outstanding Voting Units, subject to and in accordance with the provisions of this Agreement.
- (g) The Trust shall not be obligated to make a payment of the Redemption Price to any holder of Rights unless such holder is entitled to receive at least \$1.00 in respect of all Rights held by such holder.

## **5.2 Waiver of Flip-In Events**

- (a) With the prior consent of the holders of Voting Units obtained in accordance with Subsection 5.5(b), the Board of Directors may, at any time prior to the occurrence of a Flip-in Event that would occur by reason of an acquisition of Voting Units otherwise than in the circumstances described in Subsection 5.2(b) or (c), waive the application of Section 3.1 to such Flip-in Event by written notice delivered to the Rights Agent.

- (b) The Board of Directors may, at any time prior to the occurrence of a Flip-in Event that would occur as a result of a Take-Over Bid made by means of a take-over bid circular sent to all holders of record of Voting Units (which, for greater certainty, shall not include the circumstances described in Subsection 5.2(c)), waive the application of Section 3.1 to such Flip-in Event by written notice delivered to the Rights Agent, *provided, however*, that if the Board of Directors waives the application of Section 3.1 to such a Flip-in Event, the Board of Directors shall be deemed to have waived the application of Section 3.1 to any other Flip-in Event occurring by reason of any Take-Over Bid which is made by means of a take-over bid circular sent to all holders of record of Voting Units prior to the expiry, termination or withdrawal of any Take-Over Bid in respect of which a waiver is, or is deemed to have been, granted under this Subsection 5.2(b).
- (c) The Board of Directors may waive the application of Section 3.1 to a Flip-in Event provided that the following conditions are satisfied:
  - (i) the Board of Directors has determined that the Acquiring Person became an Acquiring Person by inadvertence and without any intention to become, or knowledge that it would become, an Acquiring Person; and
  - (ii) such Acquiring Person has reduced its Beneficial Ownership of Voting Units such that, at the time of the waiver pursuant to this Subsection 5.2(c), it is no longer an Acquiring Person.

### **5.3 Expiration**

No Person shall have any rights pursuant to this Agreement or in respect of any Right after the Expiration Time, except the Rights Agent as specified in Subsection 4.1(a).

### **5.4 Issuance of New Rights Certificates**

Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Trust may, at its option, issue new Rights Certificates evidencing Rights in such form as may be approved by the Board of Directors to reflect any adjustment or change in the number or kind or class of units purchasable upon exercise of Rights made in accordance with the provisions of this Agreement.

### **5.5 Supplements and Amendments**

- (a) The Trust may from time to time prior to or after the Separation Time amend, supplement or restate this Agreement without the approval of any holders of Rights or Voting Units in order to correct any clerical or typographical error or, subject to Subsection 5.5(d), to maintain the validity and effectiveness of this Agreement as a result of any change in applicable laws, rules or regulatory requirements. The Trust may, prior to the date of the unitholders' meeting referred to in Subsection 5.19(b), amend, supplement or restate this Agreement without the approval of any holders of Voting Units or Rights in order to make any changes which the Board of Directors acting in good faith may deem necessary or

desirable. Notwithstanding anything in this Section 5.5 to the contrary, no such amendment, supplement or restatement shall be made to the provisions of Article 4 except with the written concurrence of the Rights Agent to such amendment, supplement or restatement.

- (b) Subject to Subsection 5.5(a), the Trust may, with the prior consent of the holders of Voting Units obtained as set forth below, at any time prior to the Separation Time, amend, supplement, restate or rescind any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interests of the holders of Rights generally). Such consent shall be deemed to have been given if the action requiring such approval is authorized by the affirmative vote of a majority of the votes cast by Independent Unitholders present or represented at and entitled to vote at a meeting of the holders of Voting Units duly called and held in compliance with applicable laws and the Trust Indenture of the Trust.
- (c) Subject to Subsection 5.5(a), the Trust may, with the prior consent of the holders of Rights obtained as set forth below, at any time after the Separation Time, amend, supplement, restate or rescind any of the provisions of this Agreement and the Rights (whether or not such action would materially adversely affect the interests of the holders of Rights generally). Such consent shall be deemed to have been given if the action requiring such approval is authorized by the affirmative vote of a majority of the votes cast by the holders of Rights (other than any holder of Rights whose Rights have become null and void pursuant to the provisions hereof) present or represented at and entitled to vote at a meeting of the holders of Rights. For the purposes hereof, the procedures for the calling, holding and conduct of a meeting of the holders of Rights shall be those, as nearly as may be, which are provided in the Trust's Trust Indenture with respect to meetings of its unitholders and each Right shall be entitled to one vote at any such meeting.
- (d) Any amendments, supplements or restatements made by the Trust to this Agreement pursuant to Subsection 5.5(a) which are required to maintain the validity and effectiveness of this Agreement as a result of any change in any applicable laws, rules or regulatory requirements shall:
  - (i) if made before the Separation Time, be submitted to the holders of Voting Units at the next meeting of holders of Voting Units and the holders of Voting Units may, by the majority referred to in Subsection 5.5(b), confirm or reject such amendment, supplement or restatement; and
  - (ii) if made after the Separation Time, be submitted to the holders of Rights at a meeting to be called and held in accordance with the provisions of Subsection 5.5(c) and the holders of Rights may, by a majority referred to in Subsection 5.5(c), confirm or reject such amendment, supplement or restatement.



Any such amendment, supplement or restatement shall, unless the Board of Directors otherwise stipulates, be effective from the date of the resolution of the Board of Directors adopting such amendment, supplement or restatement, until it is confirmed or rejected or until it ceases to be effective (as described in the next sentence) and, where such amendment, supplement or restatement is confirmed, it shall continue in effect in the form so confirmed. If such amendment, supplement or restatement is rejected by the holders of Voting Units or the holders of Rights or is not submitted to the holders of Voting Units or holders of Rights as required, then such amendment, supplement or restatement shall cease to be effective from and after the termination of the meeting at which it was rejected or to which it should have been but was not submitted or if such a meeting of the holders of Rights is not called within 90 days after the date of the resolution of the Board of Directors adopting such amendment, supplement or restatement, at the end of such period, and no subsequent resolution of the Board of Directors to amend, supplement or restate this Agreement to substantially the same effect shall be effective until confirmed by the holders of Voting Units or holders of Rights as the case may be.

- (e) The Trust shall give notice in writing to the Rights Agent of any amendment, supplement or restatement to this Agreement pursuant to Section 5.5 within five Business Days of the date of any such amendment, supplement or restatement, provided that failure to give such notice, or any defect therein, shall not affect the validity of any such amendment, supplement or restatement.

## **5.6 Fractional Rights and Fractional Units**

- (a) The Trust shall not be required to issue fractions of Rights or to distribute Rights Certificates which evidence fractional Rights. Subject to Section 5.3, after the Separation Time there shall be paid to the registered holders of the Rights Certificates with regard to which fractional Rights would otherwise be issuable, an amount in cash equal to the same fraction of the Market Price at the Separation Time of a whole Right in lieu of such fractional Rights. The Rights Agent shall have no obligation to make any payments in lieu of fractional Rights unless the Trust shall have provided the Rights Agent with the necessary funds to pay in full all amounts payable.
- (b) The Trust shall not be required to issue fractional Units upon exercise of the Rights or to distribute certificates which evidence fractional Units. In lieu of issuing fractional Units, the Trust shall pay to the registered holder of Rights Certificates at the time such Rights are exercised as herein provided, an amount in cash equal to the same fraction of the Market Price at the date of such exercise of one Unit. The Rights Agent shall have no obligation to make any payments in lieu of fractional Voting Units unless the Trust shall have provided the Rights Agent with the necessary funds to pay in full all amounts payable in accordance with Subsection 2.2(e).

## **5.7 Rights of Action**

Subject to the terms of this Agreement, rights of action in respect of this Agreement, other than rights of action vested solely in the Rights Agent, are vested in the respective holders of the Rights; and any holder of any Rights, without the consent of the Rights Agent or of the holder of any other Rights, may, on such holder's own behalf and for such holder's own benefit and the benefit of other holders of Rights, enforce, and may institute and maintain any suit, action or proceeding against the Trust to enforce, or otherwise act in respect of, such holder's right to exercise such holder's Rights, or Rights to which such holder is entitled, in the manner provided in such holder's Rights Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of, the obligations of any Person subject to this Agreement.

## **5.8 Holder of Rights Not Deemed a Unitholder**

No holder, as such, of any Rights shall be entitled to vote, receive distributions or be deemed for any purpose the holder of Units or any other securities which may at any time be issuable on the exercise of such Rights, nor shall anything contained herein or in any Rights Certificate be construed to confer upon the holder of any Rights, as such, any of the rights of a unitholder of the Trust or any right to vote for the election of directors or upon any matter submitted to unitholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting unitholders (except as provided in Section 5.9), or to receive distributions or subscription rights or otherwise, until such Rights, or Rights to which such holder is entitled, shall have been exercised in accordance with the provisions hereof.

## **5.9 Notice of Proposed Actions**

If after the Separation Time and prior to the Expiration Time:

- (i) there shall occur an adjustment in the rights attaching to the Rights pursuant to Section 3.1 as a result of the occurrence of a Flip-in Event; or
- (ii) the Trust proposes to effect the liquidation, dissolution or winding up of the Trust or the sale of all or substantially all of the Trust's assets;

then, in each such case, the Trust shall give to each holder of a Right, in accordance with Section 5.10, a notice of such event or proposed action, which shall specify the date on which such adjustment to the Rights occurred or liquidation, dissolution or winding up is to take place, and such notice shall be so given within 10 Business Days after the occurrence of an adjustment to the Rights and not less than 20 Business Days prior to the date of taking such proposed action by the Trust.

## 5.10 Notices

Notices or demands authorized or required by this Agreement to be given or made by the Rights Agent or by the holder of any Rights to or on the Trust shall be sufficiently given or made if delivered or sent by mail, postage prepaid or by fax (with, in the case of fax, an original copy of the notice or demand sent by first class mail, postage prepaid, to the Trust following the giving of the notice or demand by fax) or addressed (until another address is filed in writing with the Rights Agent) as follows:

Crius Energy Trust  
One First Canadian Place  
P.O. Box 130  
Toronto, Ontario  
M5X 1A4

Attention: General Counsel  
Fax No.: (203) 663-8397

Notices or demands to be given or made in connection with this Agreement by the Trust or by the holder of any Rights to or on the Rights Agent shall be sufficiently given or made if delivered or sent by mail, postage prepaid, or by fax (with, in the case of fax, an original copy of the notice or demand sent by first class mail, postage prepaid, to the Rights Agent following the giving of the notice or demand by fax), addressed (until another address is filed in writing with the Trust) as follows:

Computershare Trust Company of Canada  
Suite 600, 530 – 8<sup>th</sup> Avenue S.W.  
Calgary, Alberta  
T2P 3S8

Attention: Manager, Stock Transfer  
Fax No.: (403) 267-6529

Notices or demands to be given or made in connection with this Agreement by the Trust or the Rights Agent to or on the holder of any Rights shall be sufficiently given or made if delivered or sent by first class mail, postage prepaid, or by fax (with, in the case of fax, an original copy of the notice or demand sent by first class mail, postage prepaid, to such holder following the giving of the notice or demand by fax), addressed to such holder at the address of such holder as it appears upon the register of the Rights Agent or, prior to the Separation Time, on the register of the Trust for the Units.

Any notice given or made in accordance with this Section 5.10 shall be deemed to have been given and to have been received on the day of delivery, if so delivered, on the third Business Day (excluding each day during which there exists any general interruption of postal service due to strike, lockout or other cause) following the mailing thereof, if so mailed, and on the day of faxing (provided such sending is during the normal business hours of the addressee on a Business Day and if not, on the first Business Day thereafter). Each of the Trust and the Rights

Agent may from time to time change its address for notice by notice to the other given in the manner aforesaid.

If mail service is or is threatened to be interrupted at a time when the Trust or the Rights Agent wishes to give a notice or demand hereunder to or on the holders of the Rights, the Trust or the Rights Agent may, notwithstanding the foregoing provisions of this Section 5.10, give such notice by means, of publication once in each of two successive weeks in the business section of a daily national publication in Canada and, so long as the Trust has a transfer agent in the United States, in a daily national publication in the United States designated by the Trust, or in such other publication or publications as may be designated by the Trust and notice so published shall be deemed to have been given on the date on which the first publication of such notice in any such publication has taken place.

#### **5.11 Costs of Enforcement**

The Trust agrees that, if the Trust fails to fulfil any of its obligations pursuant to this Agreement, then the Trust will reimburse the holder of any Rights for the costs and expenses (including legal fees) reasonably incurred by such holder in actions to enforce his rights pursuant to any Rights or this Agreement.

#### **5.12 Successors**

All the covenants and provisions of this Agreement by or for the benefit of the Trust or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

#### **5.13 Benefits of this Agreement**

Nothing in this Agreement shall be construed to give to any Person other than the Trust, the Rights Agent and the holders of the Rights any legal or equitable right, remedy or claim under this Agreement; this Agreement shall be for the sole and exclusive benefit of the Trust, the Rights Agent and the holders of the Rights.

#### **5.14 Governing Law**

This Agreement and each Right issued hereunder shall be deemed to be a contract made under the laws of the Province of Ontario and for all purposes shall be governed by and construed in accordance with the laws of such province applicable to contracts to be made and performed entirely within such province.

#### **5.15 Language**

*Les parties aux présentes ont exigé que la présente convention ainsi que tous les documents et avis qui s'y rattachent et/ou qui en découleront soient rédigés en langue anglaise.*  
The parties hereto have required that this Agreement and all documents and notices related thereto and/or resulting therefrom be drawn up in the English language.

## **5.16 Counterparts**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

## **5.17 Severability**

If any term or provision hereof or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions hereof or the application of such term or provision to circumstances other than those as to which it is held invalid or unenforceable.

## **5.18 Determinations and Actions by the Board of Directors**

All actions, calculations, interpretations and determinations (including all omissions with respect to the foregoing) which are done or made by the Board of Directors in good faith pursuant to this Agreement, shall not subject the Board of Directors to any liability to the holders of the Rights.

## **5.19 Effective Date and Expiration Time**

- (a) Subject to Subsection 5.19(b), this Agreement:
  - (i) shall be effective and in full force and effect in accordance with its terms from and after the Effective Date and shall constitute the entire agreement between the parties pertaining to the subject matter hereof as of the Effective Date; and
  - (ii) shall expire and be of no further force or effect from and after the Close of Business on the date (the "**Expiration Time**") that is the earlier of (x) the Termination Time, and (y) the date upon which the annual meeting of the holders of Voting Units terminates in 2019, unless this Agreement is reconfirmed by a resolution passed by a majority of the votes cast by Independent Unitholders who vote in respect of such reconfirmation, in which case the Expiration Time shall be the date upon which the annual meeting of the holders of Voting Units terminates in 2022.
- (b) Notwithstanding Subsection 5.19(a), if the Agreement is not approved by a resolution passed by a majority of the votes cast by Independent Unitholders who vote in respect of approval of this Agreement at the annual and special meeting of the holders of Voting Units scheduled to be held in 2016, or at any adjournments or postponements thereof, then this Agreement and all outstanding Rights shall terminate and be null and void and of no further force and effect from and after the earlier of the date of such meeting or any adjournment or postponement thereof.

## **5.20 Regulatory Approval**

Any obligation of the Trust or action or event contemplated by this Agreement, or any amendment, supplement or restatement of this Agreement, shall be subject to applicable law and to the receipt of any requisite approval or consent from any governmental or regulatory authority having jurisdiction including, while any securities of the Trust are listed and admitted to trading thereon, the TSX. Without limiting the generality of the foregoing, any issuance or delivery of Units upon the exercise of Rights and any amendment to this Agreement shall be subject to any required prior consent of the stock exchange(s) on which the Trust is from time to time listed.

## **5.21 Force Majeure**

No party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

## **5.22 Time of the Essence**

Time shall be of the essence of this Agreement.

## **5.23 Declaration as to Non-Canadian Holders**

If in the opinion of the Board of Directors (who may rely on the advice of counsel) any action or event contemplated by this Agreement would require compliance with the securities laws or comparable legislation of a jurisdiction outside of Canada or the United States, the Board of Directors acting in good faith may take such actions as it may deem appropriate to ensure such compliance. In no event shall the Trust or the Rights Agent be required to issue or deliver Rights or securities issuable on the exercise of Rights to Persons who are citizens, residents or nationals of any jurisdiction other than Canada or the United States in which such issue or delivery would be unlawful without registration or the relevant Persons or securities for such purposes, or (until such notice is given as required by law) without advance notice to any regulatory or self-regulatory body.

## **5.24 Fiduciary Duties of the Directors**

Nothing contained herein shall be construed to suggest or imply that the Board of Directors shall not be entitled to recommend that holders of the Voting Units and/or Convertible Securities reject or accept any Take-Over Bid or take any other action including the commencement, prosecution, defence or settlement of any litigation and the solicitation of additional or alternative Take-Over Bids or other proposals to unitholders that the directors believe are necessary or appropriate in the exercise of their fiduciary duties.

## **5.25 Privacy Legislation**

The parties acknowledge that federal and/or provincial legislation that addresses the protection of individual's personal information (collectively, "**Privacy Laws**") applies to obligations and activities under this Agreement. Despite any other provision of this Agreement, neither party will take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Trust will, prior to transferring or causing to be transferred personal information to the Rights Agent, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or will have determined that such consents either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Rights Agent will use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws.

*Remainder of page intentionally left blank.*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**CRIUS ENERGY TRUST by its  
administrator, CRIUS ENERGY  
ADMINISTRATOR INC.**

By: (signed) "Roop Bhullar"  
Name: Roop Bhullar  
Title: Chief Financial Officer

**COMPUTERSHARE TRUST COMPANY  
OF CANADA**

By: (signed) "Connor Doyle"  
Name: Connor Doyle  
Title: Account Manager

By: (signed) "Simon Law"  
Name: Simon Law  
Title: Relationship Manager  
Client Services



## EXHIBIT "A"

(Form of Rights Certificate)

Certificate No. \_\_\_\_\_

Rights \_\_\_\_\_

**THE RIGHTS ARE SUBJECT TO REDEMPTION, AT THE OPTION OF THE TRUST, ON THE TERMS SET FORTH IN THE UNITHOLDER RIGHTS PLAN AGREEMENT. UNDER CERTAIN CIRCUMSTANCES (SPECIFIED IN SUBSECTION 3.1(b) OF THE UNITHOLDER RIGHTS PLAN AGREEMENT), RIGHTS BENEFICIALLY OWNED BY AN ACQUIRING PERSON OR ITS AFFILIATES OR ASSOCIATES OR ANY PERSON ACTING JOINTLY OR IN CONCERT WITH ANY OF THEM (AS SUCH TERMS ARE DEFINED IN THE UNITHOLDER RIGHTS PLAN AGREEMENT) OR TRANSFEREES OF ANY OF THE FOREGOING WILL BECOME NULL AND VOID WITHOUT FURTHER ACTION.**

### Rights Certificate

This certifies that \_\_\_\_\_, or registered assigns, is the registered holder of the number of Rights set forth above, each of which entitles the registered holder thereof, subject to the terms, provisions and conditions of the Unitholder Rights Plan Agreement dated as of ■, 2016, as amended, supplemented or restated from time to time (the "**Rights Agreement**") between Crius Energy Trust, an open-ended limited purpose trust established under the laws of the Province of Ontario (the "**Trust**"), and Computershare Trust Company of Canada, a trust company existing under the laws of Canada, as Rights Agent (the "**Rights Agent**", which term shall include any successor Rights Agent under the Rights Agreement), to purchase from the Trust at any time after the Separation Time and prior to the Expiration Time (as such terms are defined in the Rights Agreement), one fully paid unit of the Trust (a "**Unit**") at the Exercise Price referred to below, upon presentation and surrender of this Rights Certificate with the Form of Election to Exercise duly executed and submitted to the Rights Agent at its principal office in Toronto, Ontario or, with the approval of the Rights Agent, at any other office of the Rights Agent in the cities designated from time to time by the Trust. Until adjustment thereof in certain events as provided in the Rights Agreement, the Exercise Price shall be \$\_\_\_\_\_ (Canadian) per Right.

In certain circumstances described in the Rights Agreement, each Right evidenced hereby may entitle the registered holder thereof to purchase more or less than one Unit, all as provided in the Rights Agreement.

This Rights Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Rights Agent, the Trust and the holders of the Rights. Copies of the Rights Agreement are on file at the registered office of the Trust and are available upon written request.

This Rights Certificate, with or without other Rights Certificates, upon surrender at any of the offices of the Rights Agent designated for such purpose, may be exchanged for another Rights Certificate or Rights Certificates of like tenor and date evidencing an aggregate number of Rights

equal to the aggregate number of Rights evidenced by the Rights Certificate or Rights Certificates surrendered. If this Rights Certificate shall be exercised in part, the registered holder shall be entitled to receive, upon surrender hereof, another Rights Certificate or Rights Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this Certificate may be, and under certain circumstances are required to be, redeemed by the Trust at a redemption price of \$0.00001 (Canadian) per Right, subject to adjustment in certain events.

No fractional Units will be issued upon the exercise of any Right or Rights evidenced hereby, but in lieu thereof, a cash payment will be made, as provided in the Rights Agreement.

No holder of this Rights Certificate, as such, shall be entitled to vote or receive distributions or be deemed for any purpose the holder of Units or any other securities which may at any time be issuable upon the exercise hereof, nor shall anything contained in the Rights Agreement or herein be construed to confer upon the holder hereof, as such, any of the rights of a unitholder of the Trust or any right to vote for the election of directors or upon any matter submitted to unitholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meeting or other actions affecting unitholders (except as provided in the Rights Agreement), or to receive distributions or subscription rights, or otherwise, until the Rights evidenced by this Rights Certificate shall have been exercised as provided in the Rights Agreement.

This Rights Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

**IN WITNESS WHEREOF**, the parties hereto have caused this Certificate to be duly executed as of

**CRIUS ENERGY TRUST by its administrator,  
CRIUS ENERGY ADMINISTRATOR INC.**

By: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

**COMPUTERSHARE TRUST COMPANY OF  
CANADA**

By: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

(To be attached to each Rights Certificate)

**FORM OF ELECTION TO EXERCISE**

The undersigned hereby irrevocably elects to exercise \_\_\_\_\_ whole Rights represented by the attached Rights Certificate to purchase the Units issuable upon the exercise of such Rights and requests that certificates for such units be issued in the name of:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_

Social Insurance, Social Security or Other Taxpayer Identification Number \_\_\_\_\_

DATED:

\_\_\_\_\_  
**Signature**

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever)

\_\_\_\_\_  
Signature Guaranteed

Signature must be guaranteed by a Schedule 1 Canadian chartered bank, or by a medallion guarantee by a member firm of a recognized Medallion STAMP, MSP or SEMP Program.

(To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and Units, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or by any Person acting jointly or in concert with any of the foregoing (all as defined in the Rights Agreement).

\_\_\_\_\_  
Signature

**NOTICE**

In the event the certification set forth above is not completed, the Trust will deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person (as defined in the Rights Agreement) and, accordingly, such Rights shall be null and void and not transferable or exercisable.

(To be executed by the registered holder if such holder desires to transfer the Rights evidenced by this Rights Certificate.)

**FORM OF ASSIGNMENT**

FOR VALUE RECEIVED \_\_\_\_\_ hereby sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(please print name and address of transferee)

the Rights evidenced by this Rights Certificate, together with all right, title and interest therein, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney, to transfer the within Rights on the books of the within-named Trust, with full power of substitution.

DATED:

\_\_\_\_\_  
**Signature**

(Signature must correspond to name as written upon the face of this Rights Certificate in every particular, without alteration or enlargement or any change whatsoever)

\_\_\_\_\_  
Signature Guaranteed

Signature must be guaranteed by a Schedule 1 Canadian chartered bank, or by a medallion guarantee by a member firm of a recognized Medallion STAMP, MSP or SEMP Program

(To be completed if true)

The undersigned hereby represents, for the benefit of all holders of Rights and Units, that the Rights evidenced by this Rights Certificate are not, and, to the knowledge of the undersigned, have never been, Beneficially Owned by an Acquiring Person or an Affiliate or Associate thereof or by any Person acting jointly or in concert with any of the foregoing (as defined in the Rights Agreement).

\_\_\_\_\_  
Signature

**NOTICE**

In the event the certification set forth above is not completed, the Trust will deem the Beneficial Owner of the Rights evidenced by this Rights Certificate to be an Acquiring Person (as defined in the Rights Agreement) and, accordingly, such Rights shall be null and void and not transferable or exercisable.