

shares and special shares are set out in the Corporation Amalgamation Agreement (the “**Equity Allocation**”), in exchange for (i) all of the issued and outstanding shares (other than the Class A common shares) held by each of VHI, MEC and BHHI in PHI, (ii) all of the issued and outstanding shares held by EC in EHI, and (iii) all of the issued and outstanding shares held by each of HUC and SCH in HHI:

Party	Number and Class of Common Shares and Special Shares
VHI	2,084,000 Class A Common Shares and 2,084,000 Class A Special Shares
MEC	1,573,000 Class B Common Shares and 1,573,000 Class A Special Shares
BHHI	943,000 Class C Common Shares and 943,000 Class A Special Shares
EC	3,100,000 Class D Common Shares and 3,100,000 Class B Special Shares
HUC	1,815,000 Class E Common Shares and 1,815,000 Class C Special Shares
SCH	485,000 Class F Common Shares and 485,000 Class C Special Shares

Unless resulting from good faith negotiations pursuant to section 5.4(18), the Parties acknowledge and agree that there shall be no adjustment to the Equity Allocation based upon the non-fulfillment of any condition of Closing set out in Article 6.

- (3) Each of EC, HUC and SCH acknowledge and agree that, upon providing written notice to EC, HUC and SCH at least three Business Days prior to the Closing Date (which written notice shall include the Structure Confirmation), MEC, VHI and/or BHHI may agree, without any requirement of consent of the other Parties hereto, to amend the Equity Allocations for common shares so as to reduce MEC’s Equity Allocation for common shares and correspondingly increase VHI and/or BHHI’s Equity Allocation for common shares (a “**Permitted Backstop Sale**”), provided:
- (a) in no case may MEC’s Equity Allocation for common shares decrease by an amount in excess of 300,000 common shares (the “**Permitted Backstop Allocation**”); and
 - (b) in no case may VHI and/or BHHI’s Equity Allocation for common shares increase by an amount in excess of the Permitted Backstop Allocation.

For greater certainty, any amendment of MEC's, VHI's or BHHI's Equity Allocation for common shares pursuant to this section shall include a corresponding amendment of its Equity Allocation for special shares.

Notwithstanding the remaining provisions of this Agreement, the Parties acknowledge and agree that following an amendment to the Equity Allocations of MEC, VHI and/or BHHI, as applicable, in accordance with this section 2.1(3), any references under this Agreement to the equity interest of MEC, VHI and BHHI:

- (i) in PHI (pre-Holdings Amalgamation) shall be read to mean the equity interest of MEC, VHI and BHHI in PHI (pre-Holdings Amalgamation) adjusted as necessary to reflect the corresponding adjustment to the equity interest of MEC, VHI and BHHI in the Corporation following an amendment in the Equity Allocations of MEC, VHI and BHHI, as applicable, in accordance with this section 2.1(3); and
- (ii) in the Corporation, shall be read to mean the equity interest of MEC, VHI and BHHI in the Corporation adjusted as necessary to reflect the amendment to the Equity Allocations of MEC, VHI and BHHI, as applicable, in accordance with this section 2.1(3).

For purposes hereof, any amendment of Equity Allocation contemplated hereunder shall be effected by one of the following procedures, with the applicable structure to be specified in the above described written notice (the "**Structure Confirmation**");

- (x) the transfer prior to formation of the Corporation of an appropriate number of shares of PHI from MEC to VHI and/or BHHI, as applicable, and the conversion pursuant to the Corporation Amalgamation Agreement of the transferred shares of PHI into shares of the Corporation, in which event the Corporation Amalgamation Agreement will be modified accordingly; or
 - (y) the disposition and transfer by MEC to VHI and/or BHHI, as applicable, immediately following amalgamation of the shares of the Corporation issued to MEC pursuant to the Corporation Amalgamation Agreement.
- (4) In addition to the shares of the Corporation to be issued pursuant to section 2.1(2) and subject to the consummation of the transactions contemplated by the Solar Term Sheet on or prior to Closing, the Corporation shall issue as fully paid and non-assessable the following number of non-voting Class S shares, all as identified in the table set out below and the terms and conditions of which Class S shares are set out in the Corporation Amalgamation Agreement (the "**Solar Shares**"), in exchange for all of the issued and outstanding Class A common shares held by each of VHI, MEC and BHHI in PHI, which Class A common shares represent the equity investments by VHI, MEC and BHHI in