

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	07/01/2006	
CONVEYING PARTY DATA		
Name		Execution Date
Industrial Tires Limited		06/30/2006
RECEIVING PARTY DATA		
Name:	Dynamic Tire Corp.	
Street Address:	155 Delta Park Boulevard	
City:	Brampton, Ontario	
State/Country:	CANADA	
Postal Code:	L6T 5M8	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	5197785	
Patent Number:	D498203	
Patent Number:	D499065	
CORRESPONDENCE DATA		
Fax Number:	(617)720-9601	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-720-9600	
Email:	ELinek@bannerwitcoff.com	
Correspondent Name:	E.V. Linek - Banner & Witcoff, Ltd.	
Address Line 1:	28 State Street	
Address Line 2:	Floor 28	
Address Line 4:	Boston, MASSACHUSETTS 02109-1775	
ATTORNEY DOCKET NUMBER:	007470.00001	
NAME OF SUBMITTER:	Ernest V. Linek - 29822	

CH \$120.00 5197785

**500575380**

**PATENT**  
**REEL: 021138 FRAME: 0524**

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**1703485**

**JULY 01 JUILLET, 2006**

*[Signature]*  
Director / Directrice

**Business Corporations Act / Loi sur les sociétés par actions**

ARTICLES OF AMALGAMATION  
STATUTS DE FUSION

**Form 4  
Business  
Corporations  
Act**

**Formule 4**  
**Loi sur les**  
**sociétés par**  
**actions**

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)  
*Dénomination sociale de la société issue de la fusion (écrire en LETTRES MAJUSCULES SEULEMENT):*

[illegible]

2. The address of the registered office is:  
*Adresse du siège social :*

155 Delta Park Boulevard

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)

(Rue et numéro, ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

**Brampton,**

## Ontario

**L6T 5M8**

(Name of Municipality or Post Office)  
(Nom de la municipalité ou du bureau de poste)

(Postal Code /  
Code postal)

3. Number of directors is/are: or minimum and maximum number of directors is/are:  
 Nombre d'administrateurs : ou nombres minimum et maximum d'administrateurs :  
 Number or minimum and maximum  
 Nombre ou minimum et maximum

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4. The director(s) is/are:  
Administrateur(s) :

First name, middle names  
and surname

Prénom, autres prénoms et nom  
de famille

Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code  
*Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal*

Resident Canadian  
State 'Yes' or 'No'  
*Résident canadien*  
*Oui/Non*

Robert G. Sherkin

155 Delta Park Boulevard, Brampton, ON  
L6T 5M8

**Yes**

**Bryan S. Ganz**

80 Trapelo Road, Lincoln, MA 01773 USA

**No**

# CERTIFICATE

This is to certify that these articles  
are effective on

**Ministère des Services  
aux consommateurs  
et aux entreprises**

## CERTIFICAT

Ceci certifie que les présents status  
entrent en vigueur le

Ontario Corporation Number  
Numéro de la société en Ontario

**1703485**

**JULY 01 JUILLET, 2006**

*[Signature]*  
Director / Director

Director / Directrice

**Business Corporations Act / Loi sur les sociétés par actions**

ARTICLES OF AMALGAMATION  
STATUTS DE FUSION

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Business  
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*Dénomination sociale de la société issue de la fusion (écrire en LETTRES MAJUSCULES SEULEMENT):*

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155.Delta Park Boulevard

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)

(Rue et numéro, ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

**Brampton,**

## Ontario

L6T 5M8

(Name of Municipality or Post Office)  
(Nom de la municipalité ou du bureau de poste)

(Postal Code /  
Code postal)

3. Number of directors is/are: or minimum and maximum number of directors is/are:  
 Nombre d'administrateurs : ou nombres minimum et maximum d'administrateurs :  
 Number or minimum and maximum  
 Nombre ou minimum et maximum

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4. The director(s) is/are:  
Administrateur(s) :

First name, middle names  
and surname

Prénom, autres prénoms et nom  
de famille

Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code  
*Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal*

**Resident Canadian**  
**State 'Yes' or 'No'**  
**Résident canadien**  
**Oui/Non**

Robert G. Sherkin

155 Delta Park Boulevard, Brampton, ON  
L6T 5M8

**Yes**

**Bryan S. Ganz**

80 Trapelo Road, Lincoln, MA 01773 USA

No

5. Check A or B  
Cocher A ou B



A) The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

A) Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

or  
ou



B) The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

B) Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la Loi sur les sociétés par actions à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of  
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.  
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation Year / année Month / mois Day / jour
Dynamic Tire Corp.	1674714	2006-Jun-30
Industrial Tires Limited/Pneus Industriels Limitée	1702369	2006-Jun-30
Precision Products Limited/Produits de Précision Limitée	1335558	2006-Jun-30
Primex Tire Corp.	1418898	2006-Jun-30

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.  
*Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.*

None

7. The classes and any maximum number of shares that the corporation is authorized to issue:  
*Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :*

The Corporation is authorized to issue:

- (i) an unlimited number of shares designated as Exchangeable Shares; and
- (ii) an unlimited number of shares designated as common shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:  
*Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :*

## EXCHANGEABLE SHARES

### ARTICLE 1 INTERPRETATION

- 1.1 For the purposes of these share provisions:

"Act" means the *Business Corporations Act* (Ontario), as now in effect and as it may be amended from time to time;

"affiliate" has the meaning given to that term in the Act;

"Board of Directors" means the Board of Directors of the Corporation;

"Business Day" means a day, other than a Saturday, Sunday, any United States Federal holiday or Canadian holiday or any other day on which the United States Postal Service or Canadian Postal Service does not deliver mail;

"Call Notice" has the meaning given to that term in Section 4.3 of these share provisions;

"Call Rights" means the Liquidation Call Right, the Redemption Call Right and the Retraction Call Right, collectively;

"Canadian Dollar Equivalent" means in respect of an amount expressed in a currency other than Canadian dollars (the "Foreign Currency Amount") at any date the product obtained by multiplying:

- (a) the Foreign Currency Amount by,
- (b) the noon spot exchange rate on such date for such foreign currency expressed in Canadian dollars as reported by the Bank of Canada or, in the event such spot exchange rate is not available, such spot exchange rate on such date for such foreign currency expressed in Canadian dollars as may be deemed by the Board of Directors to be appropriate for such purpose;

"Combination Agreement" means that certain Stock Purchase and Combination Agreement dated as of September 28, 2005 by and among Galaxy, the Corporation, the Principal Galaxy Shareholders (as defined in the Combination Agreement), Dynamic Tire Corp. and its shareholders, as the same may be amended from time to time;

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

"Corporation" means 1672445 Ontario Inc., a corporation incorporated under the Act;



**"Current Market Price"** means, in respect of a share of Galaxy Common Stock on any date, the Canadian Dollar Equivalent of the average closing bid and asked prices of a share of Galaxy Common Stock during a period of 20 consecutive trading days ending not more than three days before such date on the principal stock exchange or automated quotation system on which the shares of Galaxy Common Stock are listed or quoted, as the case may be, as may be selected by the Board of Directors for such purpose; provided, however, that if the shares of Galaxy Common Stock are not listed on a stock exchange or quoted on an automated quotation system, or if in the opinion of the Board of Directors the public distribution or trading activity during such period does not create a market which reflects the fair market value of a share of Galaxy Common Stock, the Current Market Price of a share of Galaxy Common Stock shall be determined by the Board of Directors, in good faith and in its sole discretion, and provided further that any such selection, opinion or determination by the Board of Directors shall be conclusive and binding;

**"De Minimis Redemption"** has the meaning given to that term in Section 5.1(b) of these share provisions;

**"De Minimis Redemption Date"** has the meaning given to that term in Section 5.1(b) of these share provisions;

**"Effective Date"** means October 1, 2005;

**"Exchange Rights"** has the meaning given to that term in the Shareholders Agreement;

**"Exchangeable Payee"** has the meaning given to that term in Section 12.3 of these share provisions;

**"Exchangeable Shares"** mean the non-voting exchangeable shares of the Corporation, having the rights, privileges, restrictions and conditions set forth herein;

**"ExchangeCo"** means 2082320 Ontario Inc., a corporation incorporated under the Act and a wholly-owned subsidiary of Galaxy;

**"Exit Event"** means a Sale of the Corporation or a QIPO (as such terms are defined in the Articles of Organization of Galaxy in effect November 18, 2005);

**"Exit Event Redemption"** has the meaning given to that term in Section 5.1(a) of these share provisions;

**"Exit Event Redemption Date"** has the meaning given to that term in Section 5.1(a) of these share provisions;

**"Galaxy"** means GPX International Tire Corporation, a corporation incorporated under the laws of the Commonwealth of Massachusetts and any successor corporation or continuing entity;

**"Galaxy Common Stock"** means the Galaxy common stock, no par value and any shares into which such securities may be changed;

**"Galaxy Dividend Declaration Date"** means the date on which the board of directors of Galaxy declares any dividend on the Galaxy Common Stock;

**"Galaxy Voting Stock"** means the Galaxy special voting stock, par value of U.S.\$0.001 and any shares into which such securities may be changed;

**"Governmental Entity"** means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

**"holder"** means, when used with reference to the Exchangeable Shares, a holder of Exchangeable Shares shown from time to time in the register maintained by or on behalf of the Corporation in respect of the Exchangeable Shares;

**"LCR Exercising Party"**, for the purposes of Article 6 of these share provisions, has the meaning given to that term in Section 6.5 of these share provisions;

**"Liquidation Amount"** has the meaning given to that term in Section 6.1 of these share provisions;

**"Liquidation Call Right"** has the meaning given to that term in Section 6.5 of these share provisions;

**"Liquidation Date"** has the meaning given to that term in Section 6.1 of these share provisions;

**"Liquidation Offer"** has the meaning given to that term in Section 6.5 of these share provisions;

**"non-Canadian withholding taxes"** has the meaning given to that term in Section 3.2 of these share provisions;

**"Payer"** has the meaning given to that term in Section 12.3 of these share provisions;

**"Person"** includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

**"Purchase Price"** has the meaning given to that term in Section 4.3 of these share provisions;

**"RCR Exercising Party"**, for the purposes of Article 4 of these share provisions, has the meaning given to the term in Section 4.3 of these share provisions and, for the purpose of Article 5 of these share provisions, has the meaning given to that term in Section 5.5 of these share provisions;

**"Redemption Call Right"** has the meaning given to that term in Section 5.5 of these share provisions;

**"Redemption Date"** means any of the Exit Event Redemption Date or the De Minimis Redemption Date, as the context requires;

**"Redemption Offer"** has the meaning given to that term in Section 5.5 of these share provisions;

**"Redemption Price"** means a price per Exchangeable Share equal to the Current Market Price on the last Business Day prior to the applicable Redemption Date;

**"Retracted Shares"** has the meaning given to that term in Section 4.1(a) of these share provisions;

**"Retraction Call Right"** has the meaning given to that term in Section 4.1(b) of these share provisions;

**"Retraction Date"** means the date that is three Business Days after the date on which the Corporation receives a Retraction Request in respect of the Retracted Shares;

**"Retraction Offer"** has the meaning given to that term in Section 4.1(b) of these share provisions;

**"Retraction Price"** has the meaning given to that term in Section 4.1 of these share provisions;

**"Retraction Request"** has the meaning given to that term in Section 4.1 of these share provisions;

**"Shareholders Agreement"** means the agreement made among Galaxy, the Corporation and the holders of Galaxy Common Stock and Galaxy Voting Stock and dated as of the Effective Date as amended and restated by the agreement made among GPX Tire International Corporation, the Corporation and the Investors and Major Shareholders (as such terms are defined therein) dated as of November 18, 2005, as the same may be further amended or replaced from time to time;

**"Tax Act"** means the *Income Tax Act* (Canada), as amended, and the regulations promulgated thereunder, as amended; and

**"Unpaid Dividend Amount"** means an amount equal to and in satisfaction of all declared and unpaid dividends on an Exchangeable Share held by a holder on any

dividend record date which occurred prior to a Retraction Date, a Redemption Date or Liquidation Date, as the context requires.

**ARTICLE 2**  
**AUTHORIZED NUMBER OF EXCHANGEABLE SHARES**  
**AND RANKING OF EXCHANGEABLE SHARES**

2.1 The Corporation is authorized to issue an unlimited number of Exchangeable Shares without nominal or par value.

2.2 The Exchangeable Shares shall be entitled, subject to the prior rights of the holders of any shares of the Corporation which by their terms rank senior to the Exchangeable Shares, to a preference over the Common Shares and any other shares ranking junior to the Exchangeable Shares with respect to the payment of dividends and with respect to the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

**ARTICLE 3**  
**DIVIDENDS**

3.1 A holder of an Exchangeable Share shall be entitled to receive, and the Board of Directors shall, subject to applicable law, on each Galaxy Dividend Declaration Date declare a dividend on each Exchangeable Share:

- (a) in the case of a cash dividend declared on the Galaxy Common Stock, in an amount in cash for each Exchangeable Share in U.S. dollars, or the Canadian Dollar Equivalent thereof on the Galaxy Dividend Declaration Date, in each case, corresponding to the cash dividend declared on each share of Galaxy Common Stock;
- (b) in the case of a stock dividend declared on the Galaxy Common Stock to be paid in Galaxy Common Stock, by the issue or transfer by the Corporation of such number of Exchangeable Shares for each Exchangeable Share as is equal to the number of shares of Galaxy Common Stock to be paid on each share of Galaxy Common Stock, unless in lieu of such stock dividend the Corporation elects to effect a corresponding and contemporaneous and economically equivalent (as determined by the Board of Directors in accordance with Section 3.6 hereof) subdivision of the outstanding Exchangeable Shares; or
- (c) in the case of a dividend declared on the Galaxy Common Stock in property other than cash or Galaxy Common Stock, in such type and amount of property for each Exchangeable Share as is the same as or economically equivalent to (to be determined by the Board of Directors as contemplated by Section 3.6 hereof) the type and amount of property declared as a dividend on each share of Galaxy Common Stock.

Such dividends shall be paid out of money, assets or property of the Corporation properly applicable to the payment of dividends, or out of authorized but unissued shares or other securities of the Corporation.

3.2 The Corporation covenants that it will pay additional amounts with respect to any dividends paid to a Canadian resident holder of Exchangeable Shares in the event that any withholding taxes other than those required or entitled to be withheld pursuant to the Tax Act or any provincial tax laws ("**non-Canadian withholding taxes**") are imposed, directly or indirectly, in respect of such dividends. Such additional amounts shall be determined such that, on an after-tax basis, the Canadian resident holder has received the same amount that it would have received if no non-Canadian withholding taxes had been imposed, taking into account any increased (x) non-Canadian withholding tax and (y) Canadian income tax, in each case, in respect of such additional amounts after any reductions of income, credits or deductions available to such holder arising as a result of such non-Canadian withholding taxes or any payments under this Section 3.2 (and only to the extent a net increase in tax is reasonably demonstrated by such holder). Without limiting a Canadian resident holder's obligation to reasonably demonstrate a net increase in taxes imposed as described above, nothing contained herein shall require any Canadian resident holder of the Exchangeable Shares to disclose any confidential or proprietary information (including, without limitation, its tax return). In no event shall anything in this Section 3.2 require any Canadian resident holder of Exchangeable Shares to arrange its tax affairs in any particular manner.

3.3 Cheques of the Corporation payable at par at any branch of the bankers of the Corporation shall be issued in respect of any cash dividends contemplated by Section 3.1(a) hereof and the sending of such a cheque to each holder of an Exchangeable Share shall satisfy the cash dividend represented thereby unless the cheque is not paid on presentation. Certificates registered in the name of the registered holder of Exchangeable Shares shall be issued or transferred in respect of any stock dividends contemplated by Section 3.1(b) hereof and the sending of such a certificate to each holder of an Exchangeable Share shall satisfy the stock dividend represented thereby. Such other type and amount of property in respect of any dividends contemplated by Section 3.1(c) hereof shall be issued, distributed or transferred by the Corporation in such manner as it shall determine and the issuance, distribution or transfer thereof by the Corporation to each holder of an Exchangeable Share shall satisfy the dividend represented thereby. The amount of any such cheque, the number of shares issued on any such stock dividend or the amount of any such property will be net of any amount withheld on account of tax pursuant to Article 12 hereof. No holder of an Exchangeable Share shall be entitled to recover by action or other legal process against the Corporation any dividend that is represented by a cheque that has not been duly presented to the Corporation's bankers for payment or that otherwise remains unclaimed for a period of six years from the date on which such dividend was payable.

3.4 The record date for the determination of the holders of Exchangeable Shares entitled to receive payment of, and the payment date for, any dividend declared on the Exchangeable Shares under Section 3.1 hereof shall be the same dates as the record date and payment date, respectively, for the corresponding dividend declared on the Galaxy Common Stock.

3.5 If on any payment date for any dividends declared on the Exchangeable Shares under Section 3.1 hereof the dividends are not paid in full on all of the Exchangeable Shares then outstanding, any such dividends that remain unpaid shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient moneys, assets or property properly applicable to the payment of such dividends.

3.6 For the purposes of Section 3.1 hereof, the Board of Directors shall determine, in good faith and in its sole discretion with assistance of such reputable and qualified independent financial advisors and/or other experts as the Board of Directors may require, economic equivalence and each such determination shall be conclusive and binding on the Corporation and its shareholders. In making each such determination, the following factors shall, without excluding other factors determined by the Board of Directors to be relevant, be considered by the Board of Directors:

- (a) in the case of any stock dividend or other distribution payable in Galaxy Common Stock, the number of such shares issued in proportion to the number of Galaxy Common Stock previously outstanding;
- (b) in the case of the issuance or distribution of any rights, options or warrants to subscribe for or purchase Galaxy Common Stock (or securities exchangeable for or convertible into or carrying rights to acquire Galaxy Common Stock), the relationship between the exercise price of each such right, option or warrant and the Current Market Price of a share of Galaxy Common Stock;
- (c) in the case of the issuance or distribution of any other form of property (including without limitation any shares or securities of Galaxy of any class other than Galaxy Common Stock, any rights, options or warrants other than those referred to in Section 3.6(b) above, any evidence of indebtedness of Galaxy or any assets of Galaxy) the relationship between the fair market value (as determined by the Board of Directors in the manner above contemplated) of such property to be issued or distributed with respect to each outstanding share of Galaxy Common Stock and the Current Market Price of a share of Galaxy Common Stock;
- (d) in the case of any subdivision, redivision or change of the then outstanding Galaxy Common Stock into a greater number of Galaxy Common Stock or the reduction, combination or consolidation or change of the then outstanding Galaxy Common Stock into a lesser number of Galaxy Common Stock or any amalgamation, merger, reorganization or other transaction affecting the Galaxy Common Stock, the effect thereof upon the then outstanding Galaxy Common Stock; and
- (e) in all such cases, the general taxation consequences of the relevant event to beneficial owners of Exchangeable Shares to the extent that such consequences may differ from the general taxation consequences to such beneficial owners determined as if they owned Galaxy Common Stock at

the relevant time as a result of differences between taxation laws of Canada and the United States (except for any differing consequences arising as a result of differing marginal taxation rates and without regard to the individual circumstances of holders of Exchangeable Shares).

#### ARTICLE 4 RETRACTION OF EXCHANGEABLE SHARES BY HOLDER

4.1 Subject to applicable law, and provided neither Galaxy nor ExchangeCo has exercised the Retraction Call Right, a holder of Exchangeable Shares shall be entitled at any time, upon compliance with the provisions of this Article 4, to require the Corporation to redeem any or all of the Exchangeable Shares registered in the name of such holder for an amount per share equal to the sum of (i) the Current Market Price of a share of Galaxy Common Stock on the last Business Day prior to the Retraction Date (the "**Retraction Price**"), payment of which shall be satisfied in full by the Corporation delivering or causing to be delivered to such holder one share of Galaxy Common Stock for each Exchangeable Share presented and surrendered by the holder, and (ii) the Unpaid Dividend Amount. To effect such redemption, the holder shall present and surrender to the Corporation at its registered office the certificate or certificates representing the Exchangeable Shares which the holder desires to have the Corporation redeem, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, and together with a duly executed statement (the "**Retraction Request**") in the form of Schedule A hereto or in such other form as may be acceptable to the Corporation:

- (a) specifying that the holder desires to have all or any number specified therein of the Exchangeable Shares represented by such certificate or certificates (the "**Retracted Shares**") redeemed by the Corporation; and
- (b) appointing the Corporation as its agent for the purpose of offering its Retracted Shares for sale to Galaxy and ExchangeCo (the "**Retraction Offer**") on the terms and conditions set out in Section 4.3 below (Galaxy's and ExchangeCo's right to accept the Retraction Offer and to complete the purchase of the Retracted Shares pursuant to the Retraction Offer is referred to as the "**Retraction Call Right**").

4.2 Subject to the exercise by Galaxy or ExchangeCo of the Retraction Call Right, upon receipt by the Corporation in the manner specified in Section 4.1 hereof of the required documents including, without limitation, a certificate or certificates representing the number of Retracted Shares, together with a Retraction Request, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 4.7 hereof, the Corporation shall redeem the Retracted Shares effective at the close of business on the Retraction Date and shall cause to be delivered to such holder the Retraction Price, less any amount withheld on account of tax pursuant to Article 12. If only a part of the Exchangeable Shares represented by any certificate is redeemed (or purchased by Galaxy or ExchangeCo pursuant to the Retraction Call Right), a new certificate for the balance of such Exchangeable Shares shall be issued to the holder at the expense of the Corporation.

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4.3 ExchangeCo shall only be entitled to exercise its Retraction Call Right with respect to those Exchangeable Shares, if any, in respect of which Galaxy has not exercised its Retraction Call Right. Upon receipt by the Corporation of a Retraction Request, the Corporation shall immediately provide to Galaxy and ExchangeCo a copy of the Retraction Request and, as agent for the holder who submitted the Retraction Request, shall be deemed to have made the Retraction Offer to Galaxy and ExchangeCo in respect of the holder's Retracted Shares by providing to Galaxy and ExchangeCo a copy of the Retraction Request as aforesaid, provided that, if such Retraction Request is received by the Corporation after 2:30 p.m. (Toronto time) on any day, it shall not provide such copy to Galaxy and ExchangeCo until the next Business Day. In order to exercise the Retraction Call Right and accept the Retraction Offer, Galaxy or ExchangeCo must notify the Corporation of its determination to do so (the "Call Notice") within two Business Days of notification to Galaxy and ExchangeCo by the Corporation of the receipt by the Corporation of the Retraction Request. If Galaxy or ExchangeCo does not so notify the Corporation within such two Business Day period, the Corporation will notify the holder as soon as possible thereafter that neither Galaxy nor ExchangeCo will exercise the Retraction Call Right and accept the Retraction Offer. If Galaxy or ExchangeCo (in this Article 4, the "RCR Exercising Party") delivers the Call Notice within such two Business Day period, and provided that the Retraction Offer is not revoked by the holder in the manner specified in Section 4.7, the Retraction Request shall thereupon be considered only to be an offer by the holder to sell the Retracted Shares to the RCR Exercising Party in accordance with the Retraction Call Right. In such event, the Corporation shall not redeem the Retracted Shares and the RCR Exercising Party shall purchase from such holder and such holder shall sell to the RCR Exercising Party on the Retraction Date the Retracted Shares for an amount per share (the "Purchase Price") equal to the sum of (i) the Retraction Price per share, plus (ii) to the extent not paid by the Corporation on the designated payment date therefor, the Unpaid Dividend Amount. To the extent that the RCR Exercising Party pays the Unpaid Dividend Amount in respect of the Retracted Shares, the Corporation shall no longer be obligated to pay any declared and unpaid dividends on such Retracted Shares. Provided that the RCR Exercising Party has complied with Section 4.4, the closing of the purchase and sale of the Retracted Shares pursuant to the Retraction Call Right shall be deemed to have occurred as at the close of business on the Retraction Date and, for greater certainty, no redemption by the Corporation of such Retracted Shares shall take place on the Retraction Date. In the event that neither Galaxy nor ExchangeCo delivers a Call Notice within the time required for the exercise of the Retraction Call Right as set forth above, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 4.7 hereof, the Corporation shall redeem the Retracted Shares on the Retraction Date and in the manner otherwise contemplated in this Article 4.

4.4 The Corporation, Galaxy or ExchangeCo, as the case may be, shall deliver or cause to be delivered to the relevant holder, at the address of the holder recorded in the register of shareholders of the Corporation for the Exchangeable Shares or at the address specified in the holder's Retraction Request or by holding for pick-up by the holder at the registered office of the Corporation, certificates representing the Galaxy Common Stock (which securities shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) registered in the name of the holder or in such other name as the holder may request and, if applicable, on or before the payment date therefor, a cheque payable at par at any branch of the bankers of the Corporation or the RCR Exercising Party, as the case may be, representing the Unpaid Dividend Amount in payment of the total Retraction Price or the total

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Purchase Price, as the case may be, in each case less any amounts withheld on account of tax pursuant to Article 12, and such delivery of such certificates by or on behalf of the Corporation, Galaxy or ExchangeCo, as the case may be, shall be deemed to be payment of and shall satisfy and discharge all liability for the total Retraction Price or the total Purchase Price, as the case may be, to the extent that the same is represented by such certificates (plus any tax deducted and withheld therefrom and remitted to the proper tax authority).

4.5 Subject to Section 4.7 of these share provisions, on and after the close of business on the Retraction Date, the holder of the Retracted Shares shall cease to be a holder of such Retracted Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive his proportionate part of the total Retraction Price or the total Purchase Price, as the case may be, unless upon presentation and surrender of certificates in accordance with the foregoing provisions, payment of the total Retraction Price or the total Purchase Price, as the case may be, shall not be made as provided in Section 4.4, in which case the rights of such holder shall remain unaffected until the total Retraction Price or the total Purchase Price, as the case may be, has been paid in the manner hereinbefore provided. On and after the close of business on the Retraction Date, provided that presentation and surrender of certificates and payment of the total Retraction Price or the total Purchase Price, as the case may be, has been made in accordance with the foregoing provisions, the holder of the Retracted Shares so redeemed by the Corporation or purchased by Galaxy or ExchangeCo shall thereafter be considered and deemed for all purposes to be a holder of the Galaxy Common Stock delivered to it.

4.6 Notwithstanding any other provision of this Article 4, the Corporation shall not be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent that such redemption of Retracted Shares would be contrary to solvency requirements or other provisions of applicable law. If the Corporation believes that on any Retraction Date it would not be permitted by any of such provisions to redeem the Retracted Shares tendered for redemption on such date, and provided that neither Galaxy nor ExchangeCo shall have exercised the Retraction Call Right with respect to the Retracted Shares, the Corporation shall only be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such provisions and shall notify the holder at least two Business Days prior to the Retraction Date as to the number of Retracted Shares which will not be redeemed by the Corporation. In any case in which the redemption by the Corporation of Retracted Shares would be contrary to solvency requirements or other provisions of applicable law, the Corporation shall redeem Retracted Shares in accordance with Section 4.2 of these share provisions on a *pro rata* basis and shall issue to each holder of Retracted Shares a new certificate, at the expense of the Corporation, representing the Retracted Shares not redeemed by the Corporation pursuant to Section 4.2 hereof. Provided that the Retraction Request is not revoked by the holder in the manner specified in Section 4.7 hereof, the holder of any such Retracted Shares not redeemed by the Corporation pursuant to Section 4.2 of these share provisions as a result of solvency requirements or other provisions of applicable law shall be deemed by giving the Retraction Request to have exercised the Exchange Rights so as to require Galaxy or ExchangeCo to purchase such Retracted Shares from such holder on the Retraction Date or as soon as practicable thereafter on payment by Galaxy to such holder of the Purchase

Price for each such Retracted Share, all as more specifically provided in the Shareholders Agreement.

4.7 A holder of Retracted Shares may, by notice in writing given by the holder to the Corporation before the close of business on the Business Day immediately preceding the Retraction Date, withdraw its Retraction Request or Retraction Offer, as applicable, in which event such Retraction Request or Retraction Offer shall be null and void.

## ARTICLE 5

### REDEMPTION OF EXCHANGEABLE SHARES BY THE CORPORATION

5.1 Subject to applicable law, and provided neither Galaxy nor ExchangeCo has exercised the Redemption Call Right, the Corporation:

- (a) may, on any date upon completion of an Exit Event (such redemption date being the **"Exit Event Redemption Date"**), redeem all but not less than all of the then outstanding Exchangeable Shares for an amount per share equal to the sum of (i) the Redemption Price, which shall be satisfied in full by the Corporation delivering or causing to be delivered to each holder of Exchangeable Shares one share of Galaxy Common Stock for each Exchangeable Share held by such holder, and (ii) the Unpaid Dividend Amount (such redemption being the **"Exit Event Redemption"**); and
- (b) may, on any date when the aggregate number of issued and outstanding Exchangeable Shares is less than 10% of the number of Exchangeable Shares issued on the Effective Date (excluding any Exchangeable Shares held by Galaxy, ExchangeCo or any of their affiliates) (such redemption date being the **"De Minimis Redemption Date"**), redeem all but not less than all of the then outstanding Exchangeable Shares for an amount per share equal to the sum of (i) the Redemption Price, which shall be satisfied in full by the Corporation delivering or causing to be delivered to each holder of Exchangeable Shares one share of Galaxy Common Stock for each Exchangeable Share held by such holder, and (ii) the Unpaid Dividend Amount (such redemption being a **"De Minimis Redemption"**).

5.2 In any case of a redemption of Exchangeable Shares under this Article 5, the Corporation shall, at least 10 days before the applicable Redemption Date, send or cause to be sent to each holder of Exchangeable Shares a notice in writing of the redemption by the Corporation or the purchase by Galaxy or ExchangeCo under the Redemption Call Right, as the case may be, of the Exchangeable Shares held by such holder. Such notice shall set out the formula for determining the Redemption Price, the Redemption Date and, if applicable, particulars of the Redemption Call Right. The accidental failure or omission to give any notice of redemption under this Section 5.2 to less than 10% of the holders of Exchangeable Shares (other than Galaxy and ExchangeCo and their respective affiliates) shall not affect the validity of any redemption of Exchangeable Shares pursuant to such notice.

5.3 On or after the applicable Redemption Date and subject to the exercise by Galaxy or ExchangeCo of the Redemption Call Right, the Corporation shall deliver or cause to be delivered to the holders of the Exchangeable Shares to be redeemed the Redemption Price for each such Exchangeable Share upon presentation and surrender to the Corporation at its registered office of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. Payment of the total Redemption Price for such Exchangeable Shares shall be made by delivery to each holder, at the address of the holder recorded in the register of holders of the Exchangeable Shares maintained by or on behalf of the Corporation or by holding for pick-up by the holder at the registered office of the Corporation, of certificates representing Galaxy Common Stock (which securities shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and, if applicable, a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in payment of the Unpaid Dividend Amount, in each case less any amounts withheld on account of tax pursuant to Article 12 hereof. On and after the applicable Redemption Date, the holders of the Exchangeable Shares called for redemption shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Redemption Price and any Unpaid Dividend Amount, unless payment of the total Redemption Price for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the total Redemption Price has been paid in the manner hereinbefore provided.

5.4 The Corporation shall have the right at any time after the sending of notice of its intention to redeem the Exchangeable Shares as aforesaid to deposit or cause to be deposited the total Redemption Price for and the full Unpaid Dividend Amount on the Exchangeable Shares so called for redemption, or of such of the said Exchangeable Shares represented by certificates that have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a non-interest bearing custodial account with any chartered bank or trust company in Canada named in such notice, less any amounts withheld on account of tax pursuant to Article 12 hereof. Upon the later of such deposit being made and the applicable Redemption Date, the Exchangeable Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or that Redemption Date, as the case may be, shall be limited to receiving their proportionate part of the total Redemption Price and any Unpaid Dividend Amount (in each case less any amounts withheld on account of tax pursuant to Article 12 hereof), without interest, for such Exchangeable Shares so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the total Redemption Price and any Unpaid Dividend Amount, the holders of the Exchangeable Shares that have been so redeemed shall thereafter be considered and deemed for all purposes to be holders of the Galaxy Common Stock or to have had cash delivered to them or the custodian on their behalf, as applicable.

5.5 Subject to the limitations set forth in Section 5.6 of these share provisions, the Corporation is appointed as agent for the holders of Exchangeable Shares for the purpose of offering to Galaxy and ExchangeCo (the "Redemption Offer") the overriding right (Galaxy's

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and ExchangeCo's right to accept the Redemption Offer and complete the purchase of the Exchangeable Shares is referred to as the "Redemption Call Right"), in the event of any proposed redemption of Exchangeable Shares by the Corporation pursuant to this Article 5, to purchase from all but not less than all of the holders of Exchangeable Shares (other than Galaxy or ExchangeCo or any of their respective affiliates) on the applicable Redemption Date all but not less than all of the Exchangeable Shares held by each such holder on payment by whichever of Galaxy or ExchangeCo is exercising such right (in this Article 5, the "RCR Exercising Party") to each such holder of an amount per Exchangeable Share equal to the sum of (i) the Redemption Price, payment of which shall be satisfied in full by the RCR Exercising Party delivering or causing to be delivered to such holder one share of Galaxy Common Stock, and (ii) the Unpaid Dividend Amount. In the case of an intended redemption of Exchangeable Shares under this Article 5, the Corporation, as agent for the holders of Exchangeable Shares, shall make the Redemption Offer to Galaxy and ExchangeCo by sending or causing to be sent to Galaxy and ExchangeCo a notice in writing of the intended redemption by the Corporation of the Exchangeable Shares. In the event of the exercise of the Redemption Call Right and the acceptance of the Redemption Offer, each holder of Exchangeable Shares shall be obligated to sell all of the Exchangeable Shares held by that holder to the RCR Exercising Party on the applicable Redemption Date on payment by the RCR Exercising Party to such holder of the Redemption Price for each such share, and the Corporation shall have no obligation to redeem, or to pay any amount in respect of, such shares so purchased by the RCR Exercising Party.

5.6 ExchangeCo shall only be entitled to exercise its Redemption Call Right with respect to those Exchangeable Shares, if any, in respect of which Galaxy has not exercised its Redemption Call Right. To exercise the Redemption Call Right and accept the Redemption Offer, the RCR Exercising Party must notify the Corporation of its intention to exercise such right (and accept such offer) at least 10 days before the applicable Redemption Date. The Corporation will notify the registered holders of the Exchangeable Shares as to whether or not Galaxy or ExchangeCo has exercised the Redemption Call Right forthwith after the expiry of the period during which such right may be exercised. If a RCR Exercising Party exercises its Redemption Call Right, such RCR Exercising Party shall on the applicable Redemption Date purchase, and each of the holders of Exchangeable Shares will sell, all of the Exchangeable Shares then outstanding for a price per Exchangeable Share equal to the Redemption Price.

5.7 For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Redemption Call Right, the RCR Exercising Party shall deposit with the Corporation, on or before the applicable Redemption Date, certificates representing the aggregate number of shares of Galaxy Common Stock deliverable by the RCR Exercising Party (which securities shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and a cheque or cheques of the RCR Exercising Party payable at par at any branch of the bankers of the RCR Exercising Party representing the aggregate Unpaid Dividend Amount, if any, in payment of the total Redemption Amount, in each case less any amounts withheld on account of tax pursuant to Article 12 hereof. Provided that the total Redemption Price has been so deposited with the Corporation, on and after the applicable Redemption Date the rights of each holder of Exchangeable Shares (other than Galaxy and ExchangeCo) shall be limited to receiving such holder's proportionate part of the total Redemption Price and any Unpaid Dividend Amount (without interest) payable by the RCR Exercising Party upon presentation and surrender by the holder of certificates representing the Exchangeable Shares

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held by such holder and the holder shall on and after that Redemption Date be considered and deemed for all purposes to be the holder of the Galaxy Common Stock to which it is entitled. Upon surrender to the Corporation of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Corporation shall on behalf of the RCR Exercising Party deliver to the holder a certificate or certificates representing all of the Galaxy Common Stock to which the holder is entitled and a cheque or cheques of the RCR Exercising Party payable at par at any branch of the bankers of the RCR Exercising Party in payment of any Unpaid Dividend Amount, in each case less any amounts withheld on account of tax pursuant to Article 12 hereof. If neither Galaxy nor ExchangeCo exercises the Redemption Call Right in the manner described above, on the applicable Redemption Date the holders of the Exchangeable Shares shall be entitled to receive in exchange therefor the Redemption Price otherwise payable by the Corporation in connection with the redemption of the Exchangeable Shares pursuant to Section 5.1 of these share provisions.

## ARTICLE 6 DISTRIBUTION ON LIQUIDATION

6.1 In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to Galaxy's or ExchangeCo's exercise of the Liquidation Call Right, a holder of Exchangeable Shares shall be entitled, subject to applicable law, to receive from the assets of the Corporation in respect of each Exchangeable Share held by such holder on the Effective Date (the "**Liquidation Date**") of such liquidation, dissolution or winding-up, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other shares ranking junior to the Exchangeable Shares, an amount per share (the "**Liquidation Amount**") equal to the sum of (i) the Current Market Price of a share of Galaxy Common Stock on the last Business Day prior to the Liquidation Date, payment of which shall be satisfied in full by the Corporation delivering or causing to be delivered to such holder in respect of each Exchangeable Share held by it one share of Galaxy Common Stock, and (ii) the Unpaid Dividend Amount.

6.2 On or promptly after the Liquidation Date, and subject to the exercise by Galaxy or ExchangeCo of the Liquidation Call Right, the Corporation shall deliver or cause to be delivered to the holders of the Exchangeable Shares the Liquidation Amount for each such Exchangeable Share upon presentation and surrender to the Corporation at its registered office of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. Payment of the total Liquidation Amount for such Exchangeable Shares shall be made by delivering to each holder, at the address of the holder recorded in the register of holders of the Exchangeable Shares maintained by or on behalf of the Corporation or by holding for pick-up by the holder at the registered office of the Corporation, certificates representing Galaxy Common Stock (which shares shall be duly issued as fully paid and non-assessable and

shall be free and clear of any lien, claim or encumbrance) and a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in respect of the Unpaid Dividend Amount, if any (in each case less any amounts withheld on account of tax pursuant to Article 12 hereof). On and after the Liquidation Date, the holders of the Exchangeable Shares shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Liquidation Amount (without interest), unless payment of the total Liquidation Amount for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the total Liquidation Amount has been paid in the manner hereinbefore provided.

6.3. The Corporation shall have the right at any time after the Liquidation Date to deposit or cause to be deposited the total Liquidation Amount in respect of the Exchangeable Shares represented by certificates that have not at the Liquidation Date been surrendered by the holders thereof in a non-interest bearing custodial account with any chartered bank or trust company in Canada, less any amounts withheld on account of tax pursuant to Article 12 hereof. Upon such deposit being made, the rights of the holders of Exchangeable Shares after such deposit shall be limited to receiving their proportionate part of the total Liquidation Amount for such Exchangeable Shares so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the total Liquidation Amount (which, for greater certainty, shall be net of any amounts withheld on account of tax pursuant to Article 12 hereof), the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the Galaxy Common Stock delivered to them or the custodian on their behalf.

6.4. After the Corporation has satisfied its obligations to pay the holders of the Exchangeable Shares the Liquidation Amount per Exchangeable Share pursuant to Section 6.1 of these share provisions, such holders shall not be entitled to share in any further distribution of the assets of the Corporation.

6.5. Subject to the limitations set forth in Section 6.6 of these share provisions, the Corporation is appointed as agent for the holders of Exchangeable Shares for the purpose of offering to Galaxy and ExchangeCo (the "**Liquidation Offer**") the overriding right (Galaxy's and ExchangeCo's right to accept the Liquidation Offer and complete the purchase of the Exchangeable Shares is referred to as the "**Liquidation Call Right**"), in the event of and notwithstanding any proposed liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, to purchase from all but not less than all of the holders of Exchangeable Shares (other than Galaxy or ExchangeCo or any of their respective affiliates) on the Liquidation Date all but not less than all of the Exchangeable Shares held by each such holder, on payment by whichever of Galaxy or ExchangeCo is exercising such right (in this Article 6, the "**LCR Exercising Party**") to each such holder of an amount per Exchangeable Share equal to the Liquidation Amount which shall be satisfied in full by the LCR Exercising Party delivering or causing to be delivered to such holder one share of Galaxy Common Stock and a cheque or cheques, in accordance with Section 6.7 of these share provisions. In the event of the exercise of the Liquidation Call Right and the acceptance of the Liquidation Offer, each holder of

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Exchangeable Shares shall be obligated to sell all of the Exchangeable Shares held by that holder to the LCR Exercising Party on the Liquidation Date on payment by the LCR Exercising Party to such holder of the Liquidation Amount for each such share, and the Corporation shall have no obligation to pay any amount on account of the Liquidation Amount in respect of such shares so purchased by the LCR Exercising Party.

6.6 ExchangeCo shall only be entitled to exercise its Liquidation Call Right with respect to those Exchangeable Shares, if any, in respect of which Galaxy has not exercised its Liquidation Call Right. In the event of any proposed liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the Corporation, as agent for the holders of Exchangeable Shares, shall make the Liquidation Offer by sending or causing to be sent to Galaxy and ExchangeCo a notice in writing of the Liquidation Offer. To exercise the Liquidation Call Right and accept the Liquidation Offer, the LCR Exercising Party must notify the Corporation of its intention to exercise such right (and accept such offer) at least 30 days before the Liquidation Date, in the case of a voluntary liquidation, dissolution or winding-up of the Corporation, and at least five Business Days before the Liquidation Date, in the case of an involuntary liquidation, dissolution or winding-up of the Corporation. The Corporation will notify the holders of the Exchangeable Shares as to whether or not Galaxy or ExchangeCo has exercised the Liquidation Call Right forthwith after the expiry of the period during which such right may be exercised. If an LCR Exercising Party exercises its Liquidation Call Right, such LCR Exercising Party will on the Liquidation Date purchase, and each of the holders of Exchangeable Shares will sell, all of the Exchangeable Shares then outstanding for a price per Exchangeable Share equal to the Liquidation Amount.

6.7 For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Liquidation Call Right, the LCR Exercising Party shall deposit with the Corporation, on or before the Liquidation Date, certificates representing the aggregate number of shares of Galaxy Common Stock deliverable by the LCR Exercising Party (which shares shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and a cheque or cheques of the LCR Exercising Party payable at par to any branch of the bankers of the LCR Exercising Party in respect of any Unpaid Dividend Amount, in payment of the total Liquidation Amount for all holders of Exchangeable Shares (other than Galaxy and ExchangeCo or any of their respective affiliates), in each case less any amounts withheld on account of tax pursuant to Article 12. Provided that the total Liquidation Amount has been so deposited with the Corporation, on and after the Liquidation Date the rights of each holder of Exchangeable Shares (other than Galaxy and ExchangeCo or any of their respective affiliates) shall be limited to receiving such holder's proportionate share of the total Liquidation Amount payable by the LCR Exercising Party upon presentation and surrender by the holder of certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Liquidation Date be considered and deemed for all purposes to be the holder of the Galaxy Common Stock to which it is entitled. Upon surrender to the Corporation of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Corporation shall on behalf of the LCR Exercising Party deliver to such holder,

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certificates representing the Galaxy Common Stock to which the holder is entitled and a cheque or cheques of the LCR Exercising Party in payment of any Unpaid Dividend Amount, in each case less any amounts withheld on account of tax pursuant to Article 12. If neither Galaxy nor ExchangeCo exercises the Liquidation Call Right in the manner described above, on the Liquidation Date the holders of the Exchangeable Shares shall be entitled to receive in exchange therefor the Liquidation Amount otherwise payable by the Corporation in connection with the liquidation, dissolution or winding-up of the Corporation pursuant to Section 6.2 of these share provisions.

## ARTICLE 7 CERTAIN RESTRICTIONS

7.1 So long as any of the Exchangeable Shares are outstanding, the Corporation shall not at any time without the approval of the holders of the Exchangeable Shares given as specified in Section 9.2 of these share provisions:

- (a) pay any dividends on the Common Shares or any other shares ranking junior to the Exchangeable Shares with respect to the payment of dividends, other than stock dividends payable in Common Shares or any such other shares ranking junior to the Exchangeable Shares, as the case may be;
- (b) redeem or purchase or make any capital distribution in respect of any shares ranking junior to the Exchangeable Shares with respect to the payment of dividends;
- (c) redeem or purchase any Common Shares or any other shares of the Corporation ranking equally with the Exchangeable Shares with respect to the payment of dividends or on any liquidation distribution; or
- (d) issue any Exchangeable Shares or any other shares of the Corporation ranking equally with, or superior to with respect to the payment of dividends or on any liquidation distribution, the Exchangeable Shares other than by way of stock dividends to the holders of such Exchangeable Shares.

The restrictions in Sections 7.1(a), (b), (c) and (d) above shall not apply if all dividends which have been declared or accrued on the outstanding Exchangeable Shares shall have been paid as provided for herein.

## ARTICLE 8 VOTING RIGHTS

8.1 Except as required by any applicable law and Article 9 hereof, the holders of the Exchangeable Shares shall not be entitled as such to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting. The holders of the Exchangeable Shares shall, however, be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all

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or substantially all of the property of the Corporation other than in the ordinary course of business of the Corporation.

## ARTICLE 9 AMENDMENT AND IMPROVEMENT

9.1 The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be added to, changed or removed but only with the approval of the holders of the Exchangeable Shares given as hereinafter specified.

9.2 Any approval given by the holders of the Exchangeable Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Exchangeable Shares or any other matter requiring the approval or consent of the holders of the Exchangeable Shares shall be deemed to have been sufficiently given if it shall have been given in accordance with applicable law subject to a minimum requirement that such approval be evidenced by resolution passed by not less than two-thirds of the votes cast on such resolution (other than the Exchangeable Shares held by Galaxy, ExchangeCo or any of their respective affiliates) at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 40% of the outstanding Exchangeable Shares (other than the Exchangeable Shares held by Galaxy, ExchangeCo or any of their respective affiliates) at that time are present or represented by proxy; provided that if at any such meeting holders of at least 40% of such outstanding Exchangeable Shares at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such place and time (not less than five days later) as may be designated by the Chairman of such meeting. At such adjourned meeting the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than two-thirds of the votes cast on such resolution at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares.

## ARTICLE 10 RECIPROCAL CHANGES, ETC. IN RESPECT OF GALAXY COMMON STOCK

10.1 Unless the holders of the Galaxy Voting Stock then outstanding (excluding any shares of Galaxy Voting Stock held by the Corporation, Galaxy or any of their respective affiliates) otherwise consent pursuant to the provisions of the Shareholders Agreement, the Retraction Price, Purchase Price, Redemption Price and Liquidation Amounts and the number of shares of Galaxy Common Stock deliverable in connection with the payment thereof upon the retraction, redemption or purchase, as the case may be, of Exchangeable Shares contemplated hereunder shall be simultaneously adjusted on an economically equivalent basis if Galaxy:

- (a) issues or distributes shares of Galaxy Common Stock (or securities exchangeable for or convertible into or carrying rights to acquire Galaxy Common Stock) to the holders of all or substantially all of the then outstanding Galaxy Common Stock by way of stock distribution or other

distribution except as contemplated by Article 13 of the Combination Agreement;

- (b) issues or distributes rights, options or warrants to the holders of all or substantially all of the then outstanding Galaxy Common Stock entitling them to subscribe for or to purchase Galaxy Common Stock (or securities exchangeable for or convertible into or carrying rights to acquire Galaxy Common Stock); or
- (c) issues or distributes to the holders of all or substantially all of the then outstanding Galaxy Common Stock:
  - (i) securities of Galaxy of any class other than Galaxy Common Stock (other than securities convertible into or exchangeable for or carrying rights to acquire Galaxy Common Stock);
  - (ii) rights, options or warrants other than those referred to in Section 10.1(b) above;
  - (iii) evidences of indebtedness of Galaxy; or
  - (iv) assets of Galaxy;
- (d) subdivides, redivides or changes the then outstanding shares of Galaxy Common Stock into a greater number of shares of Galaxy Common Stock;
- (e) reduces, combines, consolidates or changes the then outstanding shares of Galaxy Common Stock into a lesser number of shares of Galaxy Common Stock; or
- (f) reclassifies or otherwise changes the shares of Galaxy Common Stock or effects, any merger, reorganization or other transaction affecting the shares of Galaxy Common Stock.

The Shareholders Agreement provides, in part, that Galaxy will not undertake any of the aforesaid actions (nor change the provisions of the Shareholders Agreement regarding the aforesaid actions) without the approval of the holders of the Galaxy Voting Stock given in accordance with the provisions of the Shareholders Agreement.

#### ARTICLE 11 ACTIONS BY THE CORPORATION UNDER SHAREHOLDERS AGREEMENT

11.1 The Corporation will take all such actions and do all such things as shall be necessary or advisable to perform and comply with and to ensure performance and compliance by Galaxy and the Corporation with all provisions of the Shareholders Agreement applicable to Galaxy and the Corporation, respectively, in accordance with the terms thereof including, without limitation, taking all such actions and doing all such things as shall be necessary or advisable to enforce to the fullest extent possible for the direct benefit of the Corporation and

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the holders of the Exchangeable Shares all rights and benefits in favour of the Corporation under or pursuant to the Shareholders Agreement.

11.2 The Corporation shall not propose, agree to or otherwise give effect to any amendment to, or waiver or forgiveness of its rights or obligations under, the Shareholders Agreement without the approval of the holders of the Galaxy Voting Stock given in accordance with the provisions of the Shareholders Agreement other than such amendments, waivers and/or forgiveness as may be necessary or advisable for the purposes of:

- (a) adding to the covenants of the other parties to such agreement for the protection of the Corporation or the holders of the Exchangeable Shares thereunder;
- (b) making such provisions or modifications not inconsistent with such agreement as may be necessary or desirable with respect to matters or questions arising thereunder which, in the good faith opinion of the Board of Directors, it may be expedient to make, provided that the Board of Directors shall be of the good faith opinion, after consultation with counsel, that such provisions and modifications shall not be prejudicial to the interests of the holders of the Exchangeable Shares; or
- (c) making such changes in or corrections to such agreement which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained therein, provided that the Board of Directors shall be of the good faith opinion, after consultation with counsel, that such changes or corrections shall not be prejudicial to the interests of the holders of the Exchangeable Shares.

## ARTICLE 12

### LEGEND; CALL RIGHTS; WITHHOLDING RIGHTS

12.1 The certificates evidencing the Exchangeable Shares shall contain or have affixed thereto a legend in form and on terms approved by the Board of Directors, with respect to the Shareholders Agreement and the Call Rights (including the provisions with respect to the exchange rights thereunder).

12.2 Each holder of an Exchangeable Share, whether of record or beneficial, by virtue of becoming and being such a holder shall be deemed to acknowledge each of the Liquidation Call Right, the Retraction Call Right and the Redemption Call Right, in each case, in favour of Galaxy and ExchangeCo, and the overriding nature thereof in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares, as the case may be, and to be bound thereby in favour of Galaxy and ExchangeCo as therein provided.

12.3 The Corporation, Galaxy and ExchangeCo (in each case, the "Payer") shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of Exchangeable Shares (the "Exchangeable Payee") such amounts as the Payer is (i)

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required to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of provincial, state, local or foreign tax law, in each case, as amended or succeeded or (ii) entitled to withhold under section 116 of the Tax Act or any analogous provision of provincial laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Exchangeable Payee in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required or permitted to be deducted or withheld from any payment to an Exchangeable Payee exceeds the cash consideration, if any, otherwise payable to the Exchangeable Payee, the Payer is hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to the Payer to enable it to comply with such deduction or withholding requirement and the Corporation, Galaxy or ExchangeCo shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale. References in this Section to the Tax Act are to the Tax Act as amended from time to time.

### **ARTICLE 13 SPECIFIED AMOUNT**

13.1 The amount specified in respect of each Exchangeable Share for the purposes of subsection 191(4) of the Tax Act (as of the Effective Date and any modifications of such provision which are consistent with the general principle thereof) shall be U.S.\$350 (*i.e.*, an amount equal to the fair market value of one share of Galaxy Common Stock on the Effective Date).

### **ARTICLE 14 NO FRACTIONAL ENTITLEMENTS**

14.1 Notwithstanding anything contained in these share provisions, including, without limitation, Article 4, 5 and 6 hereof, no holder of an Exchangeable Share shall be entitled to and neither the Corporation, Galaxy nor ExchangeCo shall deliver fractional shares of Galaxy Common Stock. Where the application of the provisions of these share provisions, including, without limitation, Articles 4, 5 and 6 hereof would otherwise result in a holder of Exchangeable Shares receiving a fraction of a share of Galaxy Common Stock, such holder of Exchangeable Shares shall only be entitled to receive the nearest lower whole number of shares of Galaxy Common Stock.

### **ARTICLE 15 NOTICES**

15.1 Any notice, request or other communication to be given to the Corporation by a holder of Exchangeable Shares shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by facsimile transmission or by delivery to the registered office of the Corporation and addressed to the attention of the President of the Corporation. Any such notice, request or other communication, if given by mail, facsimile transmission or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Corporation.

15.2 Any presentation and surrender by a holder of Exchangeable Shares to the Corporation of certificates representing Exchangeable Shares in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares shall be made by registered mail (postage prepaid) or by delivery to the registered office of the Corporation addressed to the attention of the President of the Corporation. Any such presentation and surrender of certificates shall only be deemed to have been made and to be effective upon actual receipt thereof by the Corporation. Any such presentation and surrender of certificates made by registered mail shall be at the sole risk of the holder mailing the same.

15.3 Any notice, request or other communication to be given to a holder of Exchangeable Shares by or on behalf of the Corporation shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by delivery to the address of the holder recorded in the register of shareholders of the Corporation or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request or other communication, if given by mail, shall be deemed to have been given and received on the third Business Day following the date of mailing and, if given by delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares shall not invalidate or otherwise alter or affect any action or proceeding to be taken by the Corporation pursuant thereto.

**SCHEDULE A****RETRACTION REQUEST**

To 1672445 Ontario Inc. (the "**Corporation**"), Galaxy Tire & Wheels, Inc. ("**Galaxy**") and 2082320 Ontario Inc. ("**ExchangeCo**")

This notice is given pursuant to Article 4 of the provisions (the "**Share Provisions**") attaching to the Exchangeable Shares of the Corporation represented by this certificate and all capitalized words and expressions used in this notice that are defined in the Share Provisions have the meanings ascribed to such words and expressions in such Share Provisions.

The undersigned hereby notifies the Corporation that, subject to the Retraction Call Right referred to below, the undersigned desires to have the Corporation redeem in accordance with Article 4 of the Share Provisions:

**ALL SHARE(S) REPRESENTED BY THIS CERTIFICATE; OR**

**\_\_\_\_\_ SHARE(S) OF THE SHARES REPRESENTED BY THIS CERTIFICATE.**

**NOTE:** The Retraction Date shall be the date that is three Business Days after the date upon which this notice is received by the Corporation.

The undersigned acknowledges the overriding Retraction Call Right of Galaxy and ExchangeCo to purchase all but not less than all the Retracted Shares from the undersigned and that this notice is and shall be deemed to be a revocable Retraction Offer by the undersigned to sell the Retracted Shares to Galaxy and ExchangeCo in accordance with the Retraction Call Right on the Retraction Date for the Purchase Price and on the other terms and conditions set out in Section 4.3 of the Share Provisions. This Retraction Request, and this Retraction Offer to sell the Retracted Shares to Galaxy and ExchangeCo, may be revoked and withdrawn by the undersigned only by notice in writing given to the Corporation at any time before the close of business on the Business Day immediately preceding the Retraction Date.

The undersigned acknowledges that if, as a result of solvency provisions of applicable law, the Corporation is unable to redeem all Retracted Shares, the undersigned will be deemed to have exercised the Exchange Rights (as defined in the Shareholders Agreement) so as to require Galaxy or ExchangeCo to purchase the unredeemed Retracted Shares.

The undersigned hereby represents and warrants to the Corporation, Galaxy and ExchangeCo that the undersigned:

☐ is a resident of Canada for purposes of the Income Tax Act (Canada); or

(select one)

☐ is not a resident of Canada for purposes of the Income Tax Act (Canada)

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The undersigned acknowledges that if the undersigned is not a resident of Canada, withholding on account of Canadian tax may be made from amounts payable to the undersigned on the redemption or purchase of the Retracted Shares.

The undersigned hereby represents and warrants to the Corporation, Galaxy and ExchangeCo that the undersigned has good title to, and owns, the share(s) represented by this certificate to be acquired by the Corporation, Galaxy or ExchangeCo, as the case may be, free and clear of all liens, claims and encumbrances.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Shareholder)

[ ] Please check box if the securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares are to be held for pick-up by the shareholder from the Corporation, failing which the securities and any cheque(s) will be mailed to the last address of the shareholder as it appears on the register.

NOTE: This panel must be completed and this certificate, together with such additional documents as the Corporation may require, must be deposited with the Corporation. The securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares will be issued and registered in, and made payable to, respectively, the name of the shareholder as it appears on the register of the Corporation and the securities and any cheque(s) resulting from such retraction or purchase will be delivered to such shareholder as indicated above, unless the form appearing immediately below is duly completed.

Date: \_\_\_\_\_

Name of Person in Whose Name Securities

Are to be Registered or Delivered (please print): \_\_\_\_\_

Street Address or P.O. Box: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

Signature of Shareholder: \_\_\_\_\_

City, Province and Postal Code: \_\_\_\_\_

NOTE: If this Retraction Request is for less than all of the shares represented by this certificate, a certificate representing the remaining share(s) of the Corporation represented by this certificate will be issued and registered in the name of the shareholder as it appears on the register of the Corporation, unless the Share Transfer Power on the share certificate is duly completed in respect of such share(s).

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:  
*L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :*

The right to transfer securities of the Corporation (other than debt securities that are not convertible into shares of the Corporation) shall be restricted in that no holder of such securities shall be entitled to transfer any such security or securities without either:

(a) the express sanction of the holders of more than 50% of the voting shares of the Corporation for the time being outstanding expressed by a resolution passed at a meeting of the shareholders or by an instrument or instruments in writing signed by the holders of more than 50% of such shares, or

(b) the express sanction of the directors of the Corporation expressed by a resolution passed by the votes of a majority of the directors of the Corporation at a meeting of the board of directors or signed by all of the directors entitled to vote on that resolution at a meeting of directors.

10. Other provisions, (if any):  
*Autres dispositions, s'il y a lieu :*

None

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".  
*Les déclarations exigées aux termes du paragraphe 178(2) de la Loi sur les sociétés par actions constituent l'annexe A.*
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".  
*Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.*

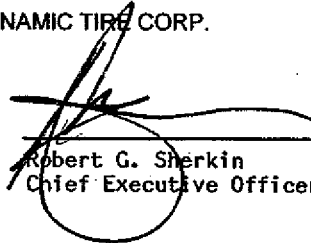


These articles are signed in duplicate.  
 Les présents statuts sont signés en double exemplaire.

Names of the amalgamating corporations and signatures and descriptions of office of their proper officers.  
 Dénomination sociale des sociétés qui fusionnent, signature et fonction de leurs dirigeants régulièrement désignés.

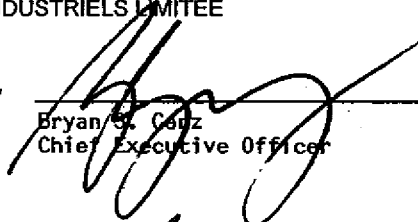
DYNAMIC TIRE CORP.

by

  
 Robert G. Sherkin  
 Chief Executive Officer

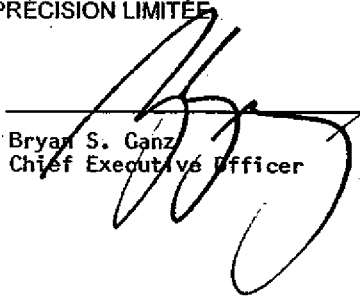
INDUSTRIAL TIRES LIMITED/PNEUS  
 INDUSTRIELS LIMITÉE

by

  
 Bryan S. Ganz  
 Chief Executive Officer

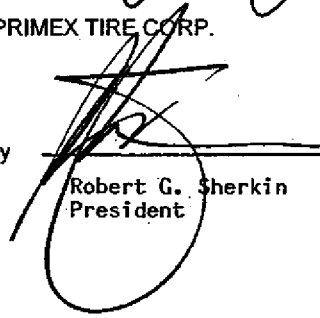
PRECISION PRODUCTS LIMITED/PRODUITS  
 DE PRÉCISION LIMITÉE

by

  
 Bryan S. Ganz  
 Chief Executive Officer

PRIMEX TIRE CORP.

by

  
 Robert G. Sherkin  
 President

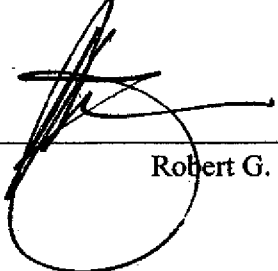
**SCHEDULE A**

**STATEMENT OF DIRECTOR OR OFFICER  
PURSUANT TO SUBSECTION 178(2) OF  
THE *BUSINESS CORPORATIONS ACT* (ONTARIO)**

I, Robert G. Sherkin, of the City of Toronto, in the Province of Ontario, hereby state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (the "Act").
2. I am the President of PRIMEX TIRE CORP. (the "Corporation") and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements set forth below.
4. There are reasonable grounds for believing that:
  - (a) the Corporation is and the corporation to be formed by the amalgamation (the "Amalgamation") of the Corporation, Dynamic Tire Corp., Industrial Tires Limited/Pneus Industriels Limitée, and Precision Products Limited/Produits de Précision Limitée will be able to pay its liabilities as they become due; and
  - (b) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the Amalgamation.
6. The Corporation has not been notified by any creditor that it objects to the Amalgamation.

This Statement is made this 30th day of June, 2006.

  
\_\_\_\_\_  
Robert G. Sherkin

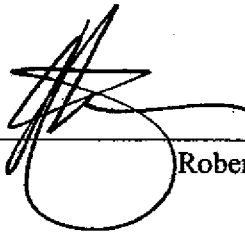
## SCHEDULE A

### STATEMENT OF DIRECTOR OR OFFICER PURSUANT TO SUBSECTION 178(2) OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

I, Robert G. Sherkin, of the City of Toronto, in the Province of Ontario, hereby state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (the "Act").
2. I am the Chief Executive Officer of DYNAMIC TIRE CORP. (the "Corporation") and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements set forth below.
4. There are reasonable grounds for believing that:
  - (a) the Corporation is and the corporation to be formed by the amalgamation (the "Amalgamation") of the Corporation, Industrial Tires Limited/Pneus Industriels Limitée, Precision Products Limited/Produits de Précision Limitée, and Primex Tire Corp. will be able to pay its liabilities as they become due; and
  - (b) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the Amalgamation.
6. The Corporation has not been notified by any creditor that it objects to the Amalgamation.

This Statement is made this 30th day of June, 2006.



Robert G. Sherkin

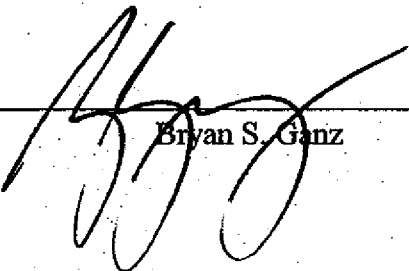
**SCHEDULE A**

**STATEMENT OF DIRECTOR OR OFFICER  
PURSUANT TO SUBSECTION 178(2) OF  
THE *BUSINESS CORPORATIONS ACT* (ONTARIO)**

I, Bryan S. Ganz, of the City of Lincoln, in the State of Massachusetts, hereby  
state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (the "Act").
2. I am the Chief Executive Officer of INDUSTRIAL TIRES LIMITED/PNEUS INDUSTRIELS LIMITÉE (the "Corporation") and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements set forth below.
4. There are reasonable grounds for believing that:
  - (a) the Corporation is and the corporation to be formed by the amalgamation (the "Amalgamation") of the Corporation, Dynamic Tire Corp., Precision Products Limited, and Primex Tire Corp. will be able to pay its liabilities as they become due; and
  - (b) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the Amalgamation.
6. The Corporation has not been notified by any creditor that it objects to the Amalgamation.

This Statement is made this 30th day of June, 2006.

  
\_\_\_\_\_  
Bryan S. Ganz

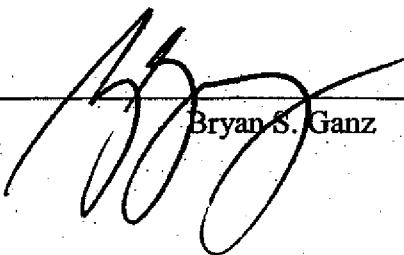
**SCHEDULE A**

**STATEMENT OF DIRECTOR OR OFFICER  
PURSUANT TO SUBSECTION 178(2) OF  
THE *BUSINESS CORPORATIONS ACT* (ONTARIO)**

I, Bryan S. Ganz, of the City of Lincoln, in the State of Massachusetts, hereby state as follows:

1. This Statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (the "Act").
2. I am the Chief Executive Officer of PRECISION PRODUCTS LIMITED/PRODUITS DE PRÉCISION LIMITÉE (the "Corporation") and as such have knowledge of its affairs.
3. I have conducted such examinations of the books and records of the Corporation as are necessary to enable me to make the statements set forth below.
4. There are reasonable grounds for believing that:
  - (a) the Corporation is and the corporation to be formed by the amalgamation (the "Amalgamation") of the Corporation, Dynamic Tire Corp., Industrial Tires Limited/Pneus Industriels Limitée, and Primex Tire Corp. will be able to pay its liabilities as they become due; and
  - (b) the realizable value of such amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes.
5. There are reasonable grounds for believing that no creditor of the Corporation will be prejudiced by the Amalgamation.
6. The Corporation has not been notified by any creditor that it objects to the Amalgamation.

This Statement is made this 30th day of June, 2006.

  
\_\_\_\_\_  
Bryan S. Ganz

**SCHEDULE B**

**AMALGAMATION AGREEMENT**

THIS AGREEMENT made the 30th day of June, 2006,

AMONG:

**DYNAMIC TIRE CORP.,**  
a corporation existing under the  
laws of the Province of Ontario,

(hereinafter referred to as "Dynamic"),

OF THE FIRST PART,

- and -

**PRIMEX TIRE CORP.,**  
a corporation existing under the  
laws of the Province of Ontario,

(hereinafter referred to as "Primex"),

OF THE SECOND PART,

- and -

**INDUSTRIAL TIRES LIMITED,**  
a corporation existing under the  
laws of the Province of Ontario,

(hereinafter referred to as "Industrial"),

OF THE THIRD PART,

- and -

**PRECISION PRODUCTS LIMITED,**  
a corporation existing under the  
laws of the Province of Ontario,

(hereinafter referred to as "Precision"),

OF THE FOURTH PART,

- and -

**GPX INTERNATIONAL TIRE CORPORATION,**  
a corporation existing under the  
laws of the Commonwealth of Massachusetts,  
one of the United States of America,

(hereinafter referred to as "GPX"),

OF THE FIFTH PART,

- and -

**2082320 ONTARIO INC.,**  
a corporation existing under the  
laws of the Province of Ontario,

(hereinafter referred to as "2082320"),

OF THE SIXTH PART,

WHEREAS Dynamic was incorporated under the laws of the Province of Ontario by a certificate and accompanying articles of amalgamation which became effective on October 1, 2005, as amended by certificate and accompanying articles of amendment which became effective on November 22, 2005;

AND WHEREAS Primex was incorporated under the laws of the Province of Ontario by a certificate and accompanying articles of incorporation which became effective on May 19, 2000;

AND WHEREAS Industrial was continued under the laws of the Province of Ontario by a certificate and accompanying articles of continuance which became effective on June 5, 2006;

AND WHEREAS Precision was continued under the laws of the Province of Ontario by a certificate and accompanying articles of continuance which became effective on June 5, 2006;

AND WHEREAS Dynamic is authorized to issue an unlimited number of common shares, and an unlimited number of Exchangeable Shares of which 34,271.09 common shares and 79,967.12 Exchangeable Shares are currently issued and outstanding as fully paid and non-assessable shares;

AND WHEREAS Primex is authorized to issue an unlimited number of common shares of which 100 common shares are currently issued and outstanding as fully paid and non-assessable shares;

AND WHEREAS Industrial is authorized to issue an unlimited number of common shares of which 100 common shares are currently issued and outstanding as fully paid and non-assessable shares;

AND WHEREAS Precision is authorized to issue an unlimited number of common shares of which 100 common shares are currently issued and outstanding as fully paid and non-assessable shares;

AND WHEREAS each party has made full and complete disclosure to the other parties of its known assets and liabilities;

AND WHEREAS, under the authority conferred by the *Business Corporations Act* (Ontario) (the "Act"), each of Dynamic, Primex, Industrial and Precision have agreed to amalgamate and continue as one corporation on the terms hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES as follows:

1. Definitions

In this Agreement:

- (a) "Amalgamating Corporations" means, collectively, Dynamic, Primex, Industrial and Precision;
- (b) "Amalgamation" means the amalgamation of the Amalgamating Corporations herein provided for;
- (c) "Amalgamated Corporation" means the corporation continuing from the Amalgamation;
- (d) "Effective Date" means July 1, 2006, or such other date set out on the certificate endorsed by the Director appointed under the Act on the articles of amalgamation giving effect to the Amalgamation; and
- (e) "Effective Time" means 12:00:01 a.m. Toronto time on the Effective Date.

Unless the context otherwise requires, all terms used in this Agreement which are defined in the Act have the respective meanings given to them in the Act.

2. Amalgamation

Subject to the provisions of this Agreement, the Amalgamating Corporations agree to amalgamate and continue as one corporation under the provisions of the Act as of and from the Effective Time.

3. Name of Corporation

The name of the Amalgamated Corporation shall be Dynamic Tire Corp.



4. **Registered Office**

The registered office of the Amalgamated Corporation shall be located in the Province of Ontario. The address of the registered office of the Amalgamated Corporation shall be 155 Delta Park Boulevard, Brampton, Ontario L6T 5M8.

5. **Business and Powers**

There shall be no restrictions on the business the Amalgamated Corporation may carry on or on the powers it may exercise.

6. **Authorized Share Capital**

The Amalgamated Corporation shall be authorized to issue:

- (a) an unlimited number of Exchangeable Shares; and
- (c) an unlimited number of common shares.

7. **Share Provisions**

The Exchangeable Shares and the common shares of the Amalgamated Corporation shall have attached thereto the rights, privileges, restrictions and conditions set out in Schedule A annexed hereto.

8. **Share Transfer Restrictions**

The right to transfer securities of the Amalgamated Corporation (other than debt securities that are not convertible into shares of the Amalgamated Corporation) shall be restricted in that no holder of such securities shall be entitled to transfer any such security or securities without either:

- (a) the express sanction of the holders of more than 50% of the voting shares of the Amalgamated Corporation for the time being outstanding expressed by a resolution passed at a meeting of the shareholders or by an instrument or instruments in writing signed by the holders of more than 50% of such shares, or
- (b) the express sanction of the directors of the Amalgamated Corporation expressed by a resolution passed by the votes of a majority of the directors of the Amalgamated Corporation at a meeting of the board of directors or signed by all of the directors entitled to vote on that resolution at a meeting of directors.

9. **Number of Directors**

The Amalgamated Corporation shall have not less than one and not more than 10 directors.

**10. First Directors**

The first directors of the Amalgamated Corporation shall be as follows:

<u>Name</u>	<u>Residence Address</u>	<u>Resident Canadian</u>
Bryan S. Ganz	80 Trapelo Road Lincoln MA 01773 United States	No
Robert G. Sherkin	95 Chiltern Hill Road Toronto ON M6C 3B9 Canada	Yes

The first directors named above shall hold office until the first meeting of shareholders of the Amalgamated Corporation or until their successors are elected or appointed.

**11. Conversion or Cancellation of Shares of Amalgamating Corporations**

At the Effective Time, the issued and outstanding shares of each of the Amalgamating Corporations shall be converted into fully paid and non-assessable shares of the Amalgamated Corporation or shall be cancelled without any repayment of capital in respect thereof as follows:

- (a) the 79,967.12 issued and outstanding Exchangeable Shares of Dynamic shall be converted into 79,967.12 Exchangeable Shares of the Amalgamated Corporation;
- (b) the one issued and outstanding common share of Dynamic beneficially owned by and registered in the name of GPX shall be cancelled on amalgamation and GPX shall receive as consideration therefor one fully paid and non-assessable common share of 2082320;
- (c) the 34,270.09 issued and outstanding common shares of Dynamic shall be converted into 34,270.09 common shares of the Amalgamated Corporation;
- (d) the issued and outstanding common shares of Primex shall be cancelled without any repayment of capital;
- (e) the issued and outstanding common shares of Industrial shall be cancelled without any repayment of capital; and
- (f) the issued and outstanding common shares of Precision shall be cancelled without any repayment of capital.

**12. Stated Capital**

The stated capital attributable to each class of shares of the Amalgamated Corporation issuable pursuant to Section 11 on the conversion of shares of the Amalgamating

Corporations shall be the aggregate of the stated capital attributable to the shares so converted into that class.

**13. Replacement Share Certificates**

After the Effective Time, the shareholders of the Amalgamating Corporations may (and, if requested by the Amalgamated Corporation, shall) surrender to the Amalgamated Corporation for cancellation the certificates representing the shares of the Amalgamating Corporations held by them immediately prior to the Effective Time in exchange for certificates representing the shares of the Amalgamated Corporation into which such shares were converted.

**14. By-laws**

The by-laws of the Amalgamated Corporation shall be the same as the by-laws of Dynamic and may be examined at the offices of Davies Ward Phillips & Vineberg LLP, 100 King Street West, 1 First Canadian Place, Suite 4400, Toronto, Ontario M5X 1B1, at any time during usual business hours prior to the Effective Time.

**15. Compliance with the Act**

Upon the approval of this Agreement in accordance with the provisions of the Act, the Amalgamating Corporations shall comply with the provisions of the Act for the purpose of bringing the Amalgamation into effect.

**16. Termination**

At any time before the endorsement of a certificate of amalgamation in respect of the Amalgamation, this Agreement may be terminated by the directors of any of the Amalgamating Corporations in their sole discretion, regardless of whether this Agreement has been approved by the shareholders of any or all of the Amalgamating Corporations.

**17. Amendment**

This Agreement may be amended by an agreement in writing signed by each of the Amalgamating Corporations, provided the amendment is approved by a special resolution of the shareholders of each of the Amalgamating Corporations.

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IN WITNESS WHEREOF this Agreement has been executed by the parties.

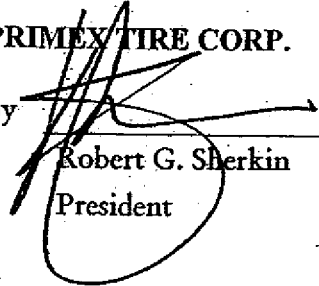
**DYNAMIC TIRE CORP.**

by

  
Bryan S. Ganz  
President

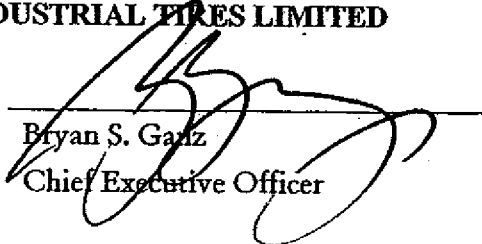
**PRIMEX TIRE CORP.**

by

  
Robert G. Sherkin  
President

**INDUSTRIAL TIRES LIMITED**

by

  
Bryan S. Ganz  
Chief Executive Officer

**PRECISION PRODUCTS LIMITED**

by

  
Bryan S. Ganz  
Chief Executive Officer

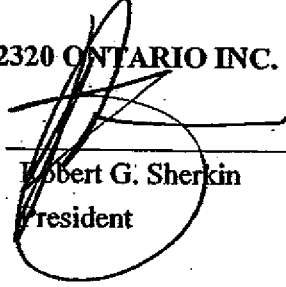
**GPX INTERNATIONAL TIRE  
CORPORATION**

by

  
Bryan S. Ganz  
Co-Chief Executive Officer

**2082320 ONTARIO INC.**

by

  
Robert G. Sherkin  
President

## SCHEDULE "A"

### EXCHANGEABLE SHARES

#### ARTICLE 1 INTERPRETATION

1.1 For the purposes of these share provisions:

"Act" means the *Business Corporations Act* (Ontario), as now in effect and as it may be amended from time to time;

"affiliate" has the meaning given to that term in the Act;

"Board of Directors" means the Board of Directors of the Corporation;

"Business Day" means a day, other than a Saturday, Sunday, any United States Federal holiday or Canadian holiday or any other day on which the United States Postal Service or Canadian Postal Service does not deliver mail;

"Call Notice" has the meaning given to that term in Section 4.3 of these share provisions;

"Call Rights" means the Liquidation Call Right, the Redemption Call Right and the Retraction Call Right, collectively;

"Canadian Dollar Equivalent" means in respect of an amount expressed in a currency other than Canadian dollars (the "Foreign Currency Amount") at any date the product obtained by multiplying:

- (a) the Foreign Currency Amount by,
- (b) the noon spot exchange rate on such date for such foreign currency expressed in Canadian dollars as reported by the Bank of Canada or, in the event such spot exchange rate is not available, such spot exchange rate on such date for such foreign currency expressed in Canadian dollars as may be deemed by the Board of Directors to be appropriate for such purpose;

"Combination Agreement" means that certain Stock Purchase and Combination Agreement dated as of September 28, 2005 by and among Galaxy, the Corporation, the Principal Galaxy Shareholders (as defined in the Combination Agreement), Dynamic Tire Corp. and its shareholders, as the same may be amended from time to time;

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

"Corporation" means 1672445 Ontario Inc., a corporation incorporated under the Act;

**"Current Market Price"** means, in respect of a share of Galaxy Common Stock on any date, the Canadian Dollar Equivalent of the average closing bid and asked prices of a share of Galaxy Common Stock during a period of 20 consecutive trading days ending not more than three days before such date on the principal stock exchange or automated quotation system on which the shares of Galaxy Common Stock are listed or quoted, as the case may be, as may be selected by the Board of Directors for such purpose; provided, however, that if the shares of Galaxy Common Stock are not listed on a stock exchange or quoted on an automated quotation system, or if in the opinion of the Board of Directors the public distribution or trading activity during such period does not create a market which reflects the fair market value of a share of Galaxy Common Stock, the Current Market Price of a share of Galaxy Common Stock shall be determined by the Board of Directors, in good faith and in its sole discretion, and provided further that any such selection, opinion or determination by the Board of Directors shall be conclusive and binding;

**"De Minimis Redemption"** has the meaning given to that term in Section 5.1(b) of these share provisions;

**"De Minimis Redemption Date"** has the meaning given to that term in Section 5.1(b) of these share provisions;

**"Effective Date"** means October 1, 2005;

**"Exchange Rights"** has the meaning given to that term in the Shareholders Agreement;

**"Exchangeable Payee"** has the meaning given to that term in Section 12.3 of these share provisions;

**"Exchangeable Shares"** mean the non-voting exchangeable shares of the Corporation, having the rights, privileges, restrictions and conditions set forth herein;

**"ExchangeCo"** means 2082320 Ontario Inc., a corporation incorporated under the Act and a wholly-owned subsidiary of Galaxy;

**"Exit Event"** means a Sale of the Corporation or a QIPO (as such terms are defined in the Articles of Organization of Galaxy in effect November 18, 2005);

**"Exit Event Redemption"** has the meaning given to that term in Section 5.1(a) of these share provisions;

**"Exit Event Redemption Date"** has the meaning given to that term in Section 5.1(a) of these share provisions;

**"Galaxy"** means GPX International Tire Corporation, a corporation incorporated under the laws of the Commonwealth of Massachusetts and any successor corporation or continuing entity;

**"Galaxy Common Stock"** means the Galaxy common stock, no par value and any shares into which such securities may be changed;

**"Galaxy Dividend Declaration Date"** means the date on which the board of directors of Galaxy declares any dividend on the Galaxy Common Stock;

**"Galaxy Voting Stock"** means the Galaxy special voting stock, par value of U.S.\$0.001 and any shares into which such securities may be changed;

**"Governmental Entity"** means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

**"holder"** means, when used with reference to the Exchangeable Shares, a holder of Exchangeable Shares shown from time to time in the register maintained by or on behalf of the Corporation in respect of the Exchangeable Shares;

**"LCR Exercising Party"**, for the purposes of Article 6 of these share provisions, has the meaning given to that term in Section 6.5 of these share provisions;

**"Liquidation Amount"** has the meaning given to that term in Section 6.1 of these share provisions;

**"Liquidation Call Right"** has the meaning given to that term in Section 6.5 of these share provisions;

**"Liquidation Date"** has the meaning given to that term in Section 6.1 of these share provisions;

**"Liquidation Offer"** has the meaning given to that term in Section 6.5 of these share provisions;

**"non-Canadian withholding taxes"** has the meaning given to that term in Section 3.2 of these share provisions;

**"Payer"** has the meaning given to that term in Section 12.3 of these share provisions;

**"Person"** includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

**"Purchase Price"** has the meaning given to that term in Section 4.3 of these share provisions;

**"RCR Exercising Party"**, for the purposes of Article 4 of these share provisions, has the meaning given to the term in Section 4.3 of these share provisions and, for the purpose of Article 5 of these share provisions, has the meaning given to that term in Section 5.5 of these share provisions;

**"Redemption Call Right"** has the meaning given to that term in Section 5.5 of these share provisions;

**"Redemption Date"** means any of the Exit Event Redemption Date or the De Minimis Redemption Date, as the context requires;

**"Redemption Offer"** has the meaning given to that term in Section 5.5 of these share provisions;

**"Redemption Price"** means a price per Exchangeable Share equal to the Current Market Price on the last Business Day prior to the applicable Redemption Date;

**"Retracted Shares"** has the meaning given to that term in Section 4.1(a) of these share provisions;

**"Retraction Call Right"** has the meaning given to that term in Section 4.1(b) of these share provisions;

**"Retraction Date"** means the date that is three Business Days after the date on which the Corporation receives a Retraction Request in respect of the Retracted Shares;

**"Retraction Offer"** has the meaning given to that term in Section 4.1(b) of these share provisions;

**"Retraction Price"** has the meaning given to that term in Section 4.1 of these share provisions;

**"Retraction Request"** has the meaning given to that term in Section 4.1 of these share provisions;

**"Shareholders Agreement"** means the agreement made among Galaxy, the Corporation and the holders of Galaxy Common Stock and Galaxy Voting Stock and dated as of the Effective Date as amended and restated by the agreement made among GPX Tire International Corporation, the Corporation and the Investors and Major Shareholders (as such terms are defined therein) dated as of November 18, 2005, as the same may be further amended or replaced from time to time;

**"Tax Act"** means the *Income Tax Act* (Canada), as amended, and the regulations promulgated thereunder, as amended; and

**"Unpaid Dividend Amount"** means an amount equal to and in satisfaction of all declared and unpaid dividends on an Exchangeable Share held by a holder on any



dividend record date which occurred prior to a Retraction Date, a Redemption Date or Liquidation Date, as the context requires.

## ARTICLE 2 AUTHORIZED NUMBER OF EXCHANGEABLE SHARES AND RANKING OF EXCHANGEABLE SHARES

2.1 The Corporation is authorized to issue an unlimited number of Exchangeable Shares without nominal or par value.

2.2 The Exchangeable Shares shall be entitled, subject to the prior rights of the holders of any shares of the Corporation which by their terms rank senior to the Exchangeable Shares, to a preference over the Common Shares and any other shares ranking junior to the Exchangeable Shares with respect to the payment of dividends and with respect to the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs.

## ARTICLE 3 DIVIDENDS

3.1 A holder of an Exchangeable Share shall be entitled to receive, and the Board of Directors shall, subject to applicable law, on each Galaxy Dividend Declaration Date declare a dividend on each Exchangeable Share:

- (a) in the case of a cash dividend declared on the Galaxy Common Stock, in an amount in cash for each Exchangeable Share in U.S. dollars, or the Canadian Dollar Equivalent thereof on the Galaxy Dividend Declaration Date, in each case, corresponding to the cash dividend declared on each share of Galaxy Common Stock;
- (b) in the case of a stock dividend declared on the Galaxy Common Stock to be paid in Galaxy Common Stock, by the issue or transfer by the Corporation of such number of Exchangeable Shares for each Exchangeable Share as is equal to the number of shares of Galaxy Common Stock to be paid on each share of Galaxy Common Stock, unless in lieu of such stock dividend the Corporation elects to effect a corresponding and contemporaneous and economically equivalent (as determined by the Board of Directors in accordance with Section 3.6 hereof) subdivision of the outstanding Exchangeable Shares; or
- (c) in the case of a dividend declared on the Galaxy Common Stock in property other than cash or Galaxy Common Stock, in such type and amount of property for each Exchangeable Share as is the same as or economically equivalent to (to be determined by the Board of Directors as contemplated by Section 3.6 hereof) the type and amount of property declared as a dividend on each share of Galaxy Common Stock.

Such dividends shall be paid out of money, assets or property of the Corporation properly applicable to the payment of dividends, or out of authorized but unissued shares or other securities of the Corporation.

3.2 The Corporation covenants that it will pay additional amounts with respect to any dividends paid to a Canadian resident holder of Exchangeable Shares in the event that any withholding taxes other than those required or entitled to be withheld pursuant to the Tax Act or any provincial tax laws ("**non-Canadian withholding taxes**") are imposed, directly or indirectly, in respect of such dividends. Such additional amounts shall be determined such that, on an after-tax basis, the Canadian resident holder has received the same amount that it would have received if no non-Canadian withholding taxes had been imposed, taking into account any increased (x) non-Canadian withholding tax and (y) Canadian income tax, in each case, in respect of such additional amounts after any reductions of income, credits or deductions available to such holder arising as a result of such non-Canadian withholding taxes or any payments under this Section 3.2 (and only to the extent a net increase in tax is reasonably demonstrated by such holder). Without limiting a Canadian resident holder's obligation to reasonably demonstrate a net increase in taxes imposed as described above, nothing contained herein shall require any Canadian resident holder of the Exchangeable Shares to disclose any confidential or proprietary information (including, without limitation, its tax return). In no event shall anything in this Section 3.2 require any Canadian resident holder of Exchangeable Shares to arrange its tax affairs in any particular manner.

3.3 Cheques of the Corporation payable at par at any branch of the bankers of the Corporation shall be issued in respect of any cash dividends contemplated by Section 3.1(a) hereof and the sending of such a cheque to each holder of an Exchangeable Share shall satisfy the cash dividend represented thereby unless the cheque is not paid on presentation. Certificates registered in the name of the registered holder of Exchangeable Shares shall be issued or transferred in respect of any stock dividends contemplated by Section 3.1(b) hereof and the sending of such a certificate to each holder of an Exchangeable Share shall satisfy the stock dividend represented thereby. Such other type and amount of property in respect of any dividends contemplated by Section 3.1(c) hereof shall be issued, distributed or transferred by the Corporation in such manner as it shall determine and the issuance, distribution or transfer thereof by the Corporation to each holder of an Exchangeable Share shall satisfy the dividend represented thereby. The amount of any such cheque, the number of shares issued on any such stock dividend or the amount of any such property will be net of any amount withheld on account of tax pursuant to Article 12 hereof. No holder of an Exchangeable Share shall be entitled to recover by action or other legal process against the Corporation any dividend that is represented by a cheque that has not been duly presented to the Corporation's bankers for payment or that otherwise remains unclaimed for a period of six years from the date on which such dividend was payable.

3.4 The record date for the determination of the holders of Exchangeable Shares entitled to receive payment of, and the payment date for, any dividend declared on the Exchangeable Shares under Section 3.1 hereof shall be the same dates as the record date and payment date, respectively, for the corresponding dividend declared on the Galaxy Common Stock.

3.5 If on any payment date for any dividends declared on the Exchangeable Shares under Section 3.1 hereof the dividends are not paid in full on all of the Exchangeable Shares then outstanding, any such dividends that remain unpaid shall be paid on a subsequent date or dates determined by the Board of Directors on which the Corporation shall have sufficient moneys, assets or property properly applicable to the payment of such dividends.

3.6 For the purposes of Section 3.1 hereof, the Board of Directors shall determine, in good faith and in its sole discretion with assistance of such reputable and qualified independent financial advisors and/or other experts as the Board of Directors may require, economic equivalence and each such determination shall be conclusive and binding on the Corporation and its shareholders. In making each such determination, the following factors shall, without excluding other factors determined by the Board of Directors to be relevant, be considered by the Board of Directors:

- (a) in the case of any stock dividend or other distribution payable in Galaxy Common Stock, the number of such shares issued in proportion to the number of Galaxy Common Stock previously outstanding;
- (b) in the case of the issuance or distribution of any rights, options or warrants to subscribe for or purchase Galaxy Common Stock (or securities exchangeable for or convertible into or carrying rights to acquire Galaxy Common Stock), the relationship between the exercise price of each such right, option or warrant and the Current Market Price of a share of Galaxy Common Stock;
- (c) in the case of the issuance or distribution of any other form of property (including without limitation any shares or securities of Galaxy of any class other than Galaxy Common Stock, any rights, options or warrants other than those referred to in Section 3.6(b) above, any evidence of indebtedness of Galaxy or any assets of Galaxy) the relationship between the fair market value (as determined by the Board of Directors in the manner above contemplated) of such property to be issued or distributed with respect to each outstanding share of Galaxy Common Stock and the Current Market Price of a share of Galaxy Common Stock;
- (d) in the case of any subdivision, redivision or change of the then outstanding Galaxy Common Stock into a greater number of Galaxy Common Stock or the reduction, combination or consolidation or change of the then outstanding Galaxy Common Stock into a lesser number of Galaxy Common Stock or any amalgamation, merger, reorganization or other transaction affecting the Galaxy Common Stock, the effect thereof upon the then outstanding Galaxy Common Stock; and
- (e) in all such cases, the general taxation consequences of the relevant event to beneficial owners of Exchangeable Shares to the extent that such consequences may differ from the general taxation consequences to such beneficial owners determined as if they owned Galaxy Common Stock at

the relevant time as a result of differences between taxation laws of Canada and the United States (except for any differing consequences arising as a result of differing marginal taxation rates and without regard to the individual circumstances of holders of Exchangeable Shares).

#### ARTICLE 4 RETRACTION OF EXCHANGEABLE SHARES BY HOLDER

4.1 Subject to applicable law, and provided neither Galaxy nor ExchangeCo has exercised the Retraction Call Right, a holder of Exchangeable Shares shall be entitled at any time, upon compliance with the provisions of this Article 4, to require the Corporation to redeem any or all of the Exchangeable Shares registered in the name of such holder for an amount per share equal to the sum of (i) the Current Market Price of a share of Galaxy Common Stock on the last Business Day prior to the Retraction Date (the "**Retraction Price**"), payment of which shall be satisfied in full by the Corporation delivering or causing to be delivered to such holder one share of Galaxy Common Stock for each Exchangeable Share presented and surrendered by the holder, and (ii) the Unpaid Dividend Amount. To effect such redemption, the holder shall present and surrender to the Corporation at its registered office the certificate or certificates representing the Exchangeable Shares which the holder desires to have the Corporation redeem, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, and together with a duly executed statement (the "**Retraction Request**") in the form of Schedule A hereto or in such other form as may be acceptable to the Corporation:

- (a) specifying that the holder desires to have all or any number specified therein of the Exchangeable Shares represented by such certificate or certificates (the "**Retracted Shares**") redeemed by the Corporation; and
- (b) appointing the Corporation as its agent for the purpose of offering its Retracted Shares for sale to Galaxy and ExchangeCo (the "**Retraction Offer**") on the terms and conditions set out in Section 4.3 below (Galaxy's and ExchangeCo's right to accept the Retraction Offer and to complete the purchase of the Retracted Shares pursuant to the Retraction Offer is referred to as the "**Retraction Call Right**").

4.2 Subject to the exercise by Galaxy or ExchangeCo of the Retraction Call Right, upon receipt by the Corporation in the manner specified in Section 4.1 hereof of the required documents including, without limitation, a certificate or certificates representing the number of Retracted Shares, together with a Retraction Request, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 4.7 hereof, the Corporation shall redeem the Retracted Shares effective at the close of business on the Retraction Date and shall cause to be delivered to such holder the Retraction Price, less any amount withheld on account of tax pursuant to Article 12. If only a part of the Exchangeable Shares represented by any certificate is redeemed (or purchased by Galaxy or ExchangeCo pursuant to the Retraction Call Right), a new certificate for the balance of such Exchangeable Shares shall be issued to the holder at the expense of the Corporation.

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4.3 ExchangeCo shall only be entitled to exercise its Retraction Call Right with respect to those Exchangeable Shares, if any, in respect of which Galaxy has not exercised its Retraction Call Right. Upon receipt by the Corporation of a Retraction Request, the Corporation shall immediately provide to Galaxy and ExchangeCo a copy of the Retraction Request and, as agent for the holder who submitted the Retraction Request, shall be deemed to have made the Retraction Offer to Galaxy and ExchangeCo in respect of the holder's Retracted Shares by providing to Galaxy and ExchangeCo a copy of the Retraction Request as aforesaid, provided that, if such Retraction Request is received by the Corporation after 2:30 p.m. (Toronto time) on any day, it shall not provide such copy to Galaxy and ExchangeCo until the next Business Day. In order to exercise the Retraction Call Right and accept the Retraction Offer, Galaxy or ExchangeCo must notify the Corporation of its determination to do so (the "Call Notice") within two Business Days of notification to Galaxy and ExchangeCo by the Corporation of the receipt by the Corporation of the Retraction Request. If Galaxy or ExchangeCo does not so notify the Corporation within such two Business Day period, the Corporation will notify the holder as soon as possible thereafter that neither Galaxy nor ExchangeCo will exercise the Retraction Call Right and accept the Retraction Offer. If Galaxy or ExchangeCo (in this Article 4, the "RCR Exercising Party") delivers the Call Notice within such two Business Day period, and provided that the Retraction Offer is not revoked by the holder in the manner specified in Section 4.7, the Retraction Request shall thereupon be considered only to be an offer by the holder to sell the Retracted Shares to the RCR Exercising Party in accordance with the Retraction Call Right. In such event, the Corporation shall not redeem the Retracted Shares and the RCR Exercising Party shall purchase from such holder and such holder shall sell to the RCR Exercising Party on the Retraction Date the Retracted Shares for an amount per share (the "Purchase Price") equal to the sum of (i) the Retraction Price per share, plus (ii) to the extent not paid by the Corporation on the designated payment date therefor, the Unpaid Dividend Amount. To the extent that the RCR Exercising Party pays the Unpaid Dividend Amount in respect of the Retracted Shares, the Corporation shall no longer be obligated to pay any declared and unpaid dividends on such Retracted Shares. Provided that the RCR Exercising Party has complied with Section 4.4, the closing of the purchase and sale of the Retracted Shares pursuant to the Retraction Call Right shall be deemed to have occurred as at the close of business on the Retraction Date and, for greater certainty, no redemption by the Corporation of such Retracted Shares shall take place on the Retraction Date. In the event that neither Galaxy nor ExchangeCo delivers a Call Notice within the time required for the exercise of the Retraction Call Right as set forth above, and provided that the Retraction Request is not revoked by the holder in the manner specified in Section 4.7 hereof, the Corporation shall redeem the Retracted Shares on the Retraction Date and in the manner otherwise contemplated in this Article 4.

4.4 The Corporation, Galaxy or ExchangeCo, as the case may be, shall deliver or cause to be delivered to the relevant holder, at the address of the holder recorded in the register of shareholders of the Corporation for the Exchangeable Shares or at the address specified in the holder's Retraction Request or by holding for pick-up by the holder at the registered office of the Corporation, certificates representing the Galaxy Common Stock (which securities shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) registered in the name of the holder or in such other name as the holder may request and, if applicable, on or before the payment date therefor, a cheque payable at par at any branch of the bankers of the Corporation or the RCR Exercising Party, as the case may be, representing the Unpaid Dividend Amount in payment of the total Retraction Price or the total

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Purchase Price, as the case may be, in each case less any amounts withheld on account of tax pursuant to Article 12, and such delivery of such certificates by or on behalf of the Corporation, Galaxy or ExchangeCo, as the case may be, shall be deemed to be payment of and shall satisfy and discharge all liability for the total Retraction Price or the total Purchase Price, as the case may be, to the extent that the same is represented by such certificates (plus any tax deducted and withheld therefrom and remitted to the proper tax authority).

4.5 Subject to Section 4.7 of these share provisions, on and after the close of business on the Retraction Date, the holder of the Retracted Shares shall cease to be a holder of such Retracted Shares and shall not be entitled to exercise any of the rights of a holder in respect thereof, other than the right to receive his proportionate part of the total Retraction Price or the total Purchase Price, as the case may be, unless upon presentation and surrender of certificates in accordance with the foregoing provisions, payment of the total Retraction Price or the total Purchase Price, as the case may be, shall not be made as provided in Section 4.4, in which case the rights of such holder shall remain unaffected until the total Retraction Price or the total Purchase Price, as the case may be, has been paid in the manner hereinbefore provided. On and after the close of business on the Retraction Date, provided that presentation and surrender of certificates and payment of the total Retraction Price or the total Purchase Price, as the case may be, has been made in accordance with the foregoing provisions, the holder of the Retracted Shares so redeemed by the Corporation or purchased by Galaxy or ExchangeCo shall thereafter be considered and deemed for all purposes to be a holder of the Galaxy Common Stock delivered to it.

4.6 Notwithstanding any other provision of this Article 4, the Corporation shall not be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent that such redemption of Retracted Shares would be contrary to solvency requirements or other provisions of applicable law. If the Corporation believes that on any Retraction Date it would not be permitted by any of such provisions to redeem the Retracted Shares tendered for redemption on such date, and provided that neither Galaxy nor ExchangeCo shall have exercised the Retraction Call Right with respect to the Retracted Shares, the Corporation shall only be obligated to redeem Retracted Shares specified by a holder in a Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such provisions and shall notify the holder at least two Business Days prior to the Retraction Date as to the number of Retracted Shares which will not be redeemed by the Corporation. In any case in which the redemption by the Corporation of Retracted Shares would be contrary to solvency requirements or other provisions of applicable law, the Corporation shall redeem Retracted Shares in accordance with Section 4.2 of these share provisions on a *pro rata* basis and shall issue to each holder of Retracted Shares a new certificate, at the expense of the Corporation, representing the Retracted Shares not redeemed by the Corporation pursuant to Section 4.2 hereof. Provided that the Retraction Request is not revoked by the holder in the manner specified in Section 4.7 hereof, the holder of any such Retracted Shares not redeemed by the Corporation pursuant to Section 4.2 of these share provisions as a result of solvency requirements or other provisions of applicable law shall be deemed by giving the Retraction Request to have exercised the Exchange Rights so as to require Galaxy or ExchangeCo to purchase such Retracted Shares from such holder on the Retraction Date or as soon as practicable thereafter on payment by Galaxy to such holder of the Purchase

Price for each such Retracted Share, all as more specifically provided in the Shareholders Agreement.

4.7 A holder of Retracted Shares may, by notice in writing given by the holder to the Corporation before the close of business on the Business Day immediately preceding the Retraction Date, withdraw its Retraction Request or Retraction Offer, as applicable, in which event such Retraction Request or Retraction Offer shall be null and void.

## ARTICLE 5 REDEMPTION OF EXCHANGEABLE SHARES BY THE CORPORATION

5.1 Subject to applicable law, and provided neither Galaxy nor ExchangeCo has exercised the Redemption Call Right, the Corporation:

- (a) may, on any date upon completion of an Exit Event (such redemption date being the **"Exit Event Redemption Date"**), redeem all but not less than all of the then outstanding Exchangeable Shares for an amount per share equal to the sum of (i) the Redemption Price, which shall be satisfied in full by the Corporation delivering or causing to be delivered to each holder of Exchangeable Shares one share of Galaxy Common Stock for each Exchangeable Share held by such holder, and (ii) the Unpaid Dividend Amount (such redemption being the **"Exit Event Redemption"**); and
- (b) may, on any date when the aggregate number of issued and outstanding Exchangeable Shares is less than 10% of the number of Exchangeable Shares issued on the Effective Date (excluding any Exchangeable Shares held by Galaxy, ExchangeCo or any of their affiliates) (such redemption date being the **"De Minimis Redemption Date"**), redeem all but not less than all of the then outstanding Exchangeable Shares for an amount per share equal to the sum of (i) the Redemption Price, which shall be satisfied in full by the Corporation delivering or causing to be delivered to each holder of Exchangeable Shares one share of Galaxy Common Stock for each Exchangeable Share held by such holder, and (ii) the Unpaid Dividend Amount (such redemption being a **"De Minimis Redemption"**).

5.2 In any case of a redemption of Exchangeable Shares under this Article 5, the Corporation shall, at least 10 days before the applicable Redemption Date, send or cause to be sent to each holder of Exchangeable Shares a notice in writing of the redemption by the Corporation or the purchase by Galaxy or ExchangeCo under the Redemption Call Right, as the case may be, of the Exchangeable Shares held by such holder. Such notice shall set out the formula for determining the Redemption Price, the Redemption Date and, if applicable, particulars of the Redemption Call Right. The accidental failure or omission to give any notice of redemption under this Section 5.2 to less than 10% of the holders of Exchangeable Shares (other than Galaxy and ExchangeCo and their respective affiliates) shall not affect the validity of any redemption of Exchangeable Shares pursuant to such notice.

5.3 On or after the applicable Redemption Date and subject to the exercise by Galaxy or ExchangeCo of the Redemption Call Right, the Corporation shall deliver or cause to be delivered to the holders of the Exchangeable Shares to be redeemed the Redemption Price for each such Exchangeable Share upon presentation and surrender to the Corporation at its registered office of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. Payment of the total Redemption Price for such Exchangeable Shares shall be made by delivery to each holder, at the address of the holder recorded in the register of holders of the Exchangeable Shares maintained by or on behalf of the Corporation or by holding for pick-up by the holder at the registered office of the Corporation, of certificates representing Galaxy Common Stock (which securities shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and, if applicable, a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in payment of the Unpaid Dividend Amount, in each case less any amounts withheld on account of tax pursuant to Article 12 hereof. On and after the applicable Redemption Date, the holders of the Exchangeable Shares called for redemption shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Redemption Price and any Unpaid Dividend Amount, unless payment of the total Redemption Price for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the total Redemption Price has been paid in the manner hereinbefore provided.

5.4 The Corporation shall have the right at any time after the sending of notice of its intention to redeem the Exchangeable Shares as aforesaid to deposit or cause to be deposited the total Redemption Price for and the full Unpaid Dividend Amount on the Exchangeable Shares so called for redemption, or of such of the said Exchangeable Shares represented by certificates that have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption, in a non-interest bearing custodial account with any chartered bank or trust company in Canada named in such notice, less any amounts withheld on account of tax pursuant to Article 12 hereof. Upon the later of such deposit being made and the applicable Redemption Date, the Exchangeable Shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or that Redemption Date, as the case may be, shall be limited to receiving their proportionate part of the total Redemption Price and any Unpaid Dividend Amount (in each case less any amounts withheld on account of tax pursuant to Article 12 hereof), without interest, for such Exchangeable Shares so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the total Redemption Price and any Unpaid Dividend Amount, the holders of the Exchangeable Shares that have been so redeemed shall thereafter be considered and deemed for all purposes to be holders of the Galaxy Common Stock or to have had cash delivered to them or the custodian on their behalf, as applicable.

5.5 Subject to the limitations set forth in Section 5.6 of these share provisions, the Corporation is appointed as agent for the holders of Exchangeable Shares for the purpose of offering to Galaxy and ExchangeCo (the "Redemption Offer") the overriding right (Galaxy's

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and ExchangeCo's right to accept the Redemption Offer and complete the purchase of the Exchangeable Shares is referred to as the "**Redemption Call Right**"), in the event of any proposed redemption of Exchangeable Shares by the Corporation pursuant to this Article 5, to purchase from all but not less than all of the holders of Exchangeable Shares (other than Galaxy or ExchangeCo or any of their respective affiliates) on the applicable Redemption Date all but not less than all of the Exchangeable Shares held by each such holder on payment by whichever of Galaxy or ExchangeCo is exercising such right (in this Article 5, the "**RCR Exercising Party**") to each such holder of an amount per Exchangeable Share equal to the sum of (i) the Redemption Price, payment of which shall be satisfied in full by the RCR Exercising Party delivering or causing to be delivered to such holder one share of Galaxy Common Stock, and (ii) the Unpaid Dividend Amount. In the case of an intended redemption of Exchangeable Shares under this Article 5, the Corporation, as agent for the holders of Exchangeable Shares, shall make the Redemption Offer to Galaxy and ExchangeCo by sending or causing to be sent to Galaxy and ExchangeCo a notice in writing of the intended redemption by the Corporation of the Exchangeable Shares. In the event of the exercise of the Redemption Call Right and the acceptance of the Redemption Offer, each holder of Exchangeable Shares shall be obligated to sell all of the Exchangeable Shares held by that holder to the RCR Exercising Party on the applicable Redemption Date on payment by the RCR Exercising Party to such holder of the Redemption Price for each such share, and the Corporation shall have no obligation to redeem, or to pay any amount in respect of, such shares so purchased by the RCR Exercising Party.

5.6 ExchangeCo shall only be entitled to exercise its Redemption Call Right with respect to those Exchangeable Shares, if any, in respect of which Galaxy has not exercised its Redemption Call Right. To exercise the Redemption Call Right and accept the Redemption Offer, the RCR Exercising Party must notify the Corporation of its intention to exercise such right (and accept such offer) at least 10 days before the applicable Redemption Date. The Corporation will notify the registered holders of the Exchangeable Shares as to whether or not Galaxy or ExchangeCo has exercised the Redemption Call Right forthwith after the expiry of the period during which such right may be exercised. If a RCR Exercising Party exercises its Redemption Call Right, such RCR Exercising Party shall on the applicable Redemption Date purchase, and each of the holders of Exchangeable Shares will sell, all of the Exchangeable Shares then outstanding for a price per Exchangeable Share equal to the Redemption Price.

5.7 For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Redemption Call Right, the RCR Exercising Party shall deposit with the Corporation, on or before the applicable Redemption Date, certificates representing the aggregate number of shares of Galaxy Common Stock deliverable by the RCR Exercising Party (which securities shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and a cheque or cheques of the RCR Exercising Party payable at par at any branch of the bankers of the RCR Exercising Party representing the aggregate Unpaid Dividend Amount, if any, in payment of the total Redemption Amount, in each case less any amounts withheld on account of tax pursuant to Article 12 hereof. Provided that the total Redemption Price has been so deposited with the Corporation, on and after the applicable Redemption Date the rights of each holder of Exchangeable Shares (other than Galaxy and ExchangeCo) shall be limited to receiving such holder's proportionate part of the total Redemption Price and any Unpaid Dividend Amount (without interest) payable by the RCR Exercising Party upon presentation and surrender by the holder of certificates representing the Exchangeable Shares

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held by such holder and the holder shall on and after that Redemption Date be considered and deemed for all purposes to be the holder of the Galaxy Common Stock to which it is entitled. Upon surrender to the Corporation of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Corporation shall on behalf of the RCR Exercising Party deliver to the holder a certificate or certificates representing all of the Galaxy Common Stock to which the holder is entitled and a cheque or cheques of the RCR Exercising Party payable at par at any branch of the bankers of the RCR Exercising Party in payment of any Unpaid Dividend Amount, in each case less any amounts withheld on account of tax pursuant to Article 12 hereof. If neither Galaxy nor ExchangeCo exercises the Redemption Call Right in the manner described above, on the applicable Redemption Date the holders of the Exchangeable Shares shall be entitled to receive in exchange therefor the Redemption Price otherwise payable by the Corporation in connection with the redemption of the Exchangeable Shares pursuant to Section 5.1 of these share provisions.

## ARTICLE 6 DISTRIBUTION ON LIQUIDATION

6.1 In the event of the liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, subject to Galaxy's or ExchangeCo's exercise of the Liquidation Call Right, a holder of Exchangeable Shares shall be entitled, subject to applicable law, to receive from the assets of the Corporation in respect of each Exchangeable Share held by such holder on the Effective Date (the "**Liquidation Date**") of such liquidation, dissolution or winding-up, before any distribution of any part of the assets of the Corporation among the holders of the Common Shares and any other shares ranking junior to the Exchangeable Shares, an amount per share (the "**Liquidation Amount**") equal to the sum of (i) the Current Market Price of a share of Galaxy Common Stock on the last Business Day prior to the Liquidation Date, payment of which shall be satisfied in full by the Corporation delivering or causing to be delivered to such holder in respect of each Exchangeable Share held by it one share of Galaxy Common Stock, and (ii) the Unpaid Dividend Amount.

6.2 On or promptly after the Liquidation Date, and subject to the exercise by Galaxy or ExchangeCo of the Liquidation Call Right, the Corporation shall deliver or cause to be delivered to the holders of the Exchangeable Shares the Liquidation Amount for each such Exchangeable Share upon presentation and surrender to the Corporation at its registered office of the certificates representing such Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require. Payment of the total Liquidation Amount for such Exchangeable Shares shall be made by delivering to each holder, at the address of the holder recorded in the register of holders of the Exchangeable Shares maintained by or on behalf of the Corporation or by holding for pick-up by the holder at the registered office of the Corporation, certificates representing Galaxy Common Stock (which shares shall be duly issued as fully paid and non-assessable and

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shall be free and clear of any lien, claim or encumbrance) and a cheque of the Corporation payable at par at any branch of the bankers of the Corporation in respect of the Unpaid Dividend Amount, if any (in each case less any amounts withheld on account of tax pursuant to Article 12 hereof). On and after the Liquidation Date, the holders of the Exchangeable Shares shall cease to be holders of such Exchangeable Shares and shall not be entitled to exercise any of the rights of holders in respect thereof, other than the right to receive their proportionate part of the total Liquidation Amount (without interest), unless payment of the total Liquidation Amount for such Exchangeable Shares shall not be made upon presentation and surrender of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected until the total Liquidation Amount has been paid in the manner hereinbefore provided.

6.3 The Corporation shall have the right at any time after the Liquidation Date to deposit or cause to be deposited the total Liquidation Amount in respect of the Exchangeable Shares represented by certificates that have not at the Liquidation Date been surrendered by the holders thereof in a non-interest bearing custodial account with any chartered bank or trust company in Canada, less any amounts withheld on account of tax pursuant to Article 12 hereof. Upon such deposit being made, the rights of the holders of Exchangeable Shares after such deposit shall be limited to receiving their proportionate part of the total Liquidation Amount for such Exchangeable Shares so deposited, against presentation and surrender of the said certificates held by them, respectively, in accordance with the foregoing provisions. Upon such payment or deposit of the total Liquidation Amount (which, for greater certainty, shall be net of any amounts withheld on account of tax pursuant to Article 12 hereof), the holders of the Exchangeable Shares shall thereafter be considered and deemed for all purposes to be holders of the Galaxy Common Stock delivered to them or the custodian on their behalf.

6.4 After the Corporation has satisfied its obligations to pay the holders of the Exchangeable Shares the Liquidation Amount per Exchangeable Share pursuant to Section 6.1 of these share provisions, such holders shall not be entitled to share in any further distribution of the assets of the Corporation.

6.5 Subject to the limitations set forth in Section 6.6 of these share provisions, the Corporation is appointed as agent for the holders of Exchangeable Shares for the purpose of offering to Galaxy and ExchangeCo (the "**Liquidation Offer**") the overriding right (Galaxy's and ExchangeCo's right to accept the Liquidation Offer and complete the purchase of the Exchangeable Shares is referred to as the "**Liquidation Call Right**"), in the event of and notwithstanding any proposed liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, to purchase from all but not less than all of the holders of Exchangeable Shares (other than Galaxy or ExchangeCo or any of their respective affiliates) on the Liquidation Date all but not less than all of the Exchangeable Shares held by each such holder, on payment by whichever of Galaxy or ExchangeCo is exercising such right (in this Article 6, the "**LCR Exercising Party**") to each such holder of an amount per Exchangeable Share equal to the Liquidation Amount which shall be satisfied in full by the LCR Exercising Party delivering or causing to be delivered to such holder one share of Galaxy Common Stock and a cheque or cheques, in accordance with Section 6.7 of these share provisions. In the event of the exercise of the Liquidation Call Right and the acceptance of the Liquidation Offer, each holder of

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Exchangeable Shares shall be obligated to sell all of the Exchangeable Shares held by that holder to the LCR Exercising Party on the Liquidation Date on payment by the LCR Exercising Party to such holder of the Liquidation Amount for each such share, and the Corporation shall have no obligation to pay any amount on account of the Liquidation Amount in respect of such shares so purchased by the LCR Exercising Party.

6.6 ExchangeCo shall only be entitled to exercise its Liquidation Call Right with respect to those Exchangeable Shares, if any, in respect of which Galaxy has not exercised its Liquidation Call Right. In the event of any proposed liquidation, dissolution or winding-up of the Corporation or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the Corporation, as agent for the holders of Exchangeable Shares, shall make the Liquidation Offer by sending or causing to be sent to Galaxy and ExchangeCo a notice in writing of the Liquidation Offer. To exercise the Liquidation Call Right and accept the Liquidation Offer, the LCR Exercising Party must notify the Corporation of its intention to exercise such right (and accept such offer) at least 30 days before the Liquidation Date, in the case of a voluntary liquidation, dissolution or winding-up of the Corporation, and at least five Business Days before the Liquidation Date, in the case of an involuntary liquidation, dissolution or winding-up of the Corporation. The Corporation will notify the holders of the Exchangeable Shares as to whether or not Galaxy or ExchangeCo has exercised the Liquidation Call Right forthwith after the expiry of the period during which such right may be exercised. If an LCR Exercising Party exercises its Liquidation Call Right, such LCR Exercising Party will on the Liquidation Date purchase, and each of the holders of Exchangeable Shares will sell, all of the Exchangeable Shares then outstanding for a price per Exchangeable Share equal to the Liquidation Amount.

6.7 For the purposes of completing the purchase of the Exchangeable Shares pursuant to the Liquidation Call Right, the LCR Exercising Party shall deposit with the Corporation, on or before the Liquidation Date, certificates representing the aggregate number of shares of Galaxy Common Stock deliverable by the LCR Exercising Party (which shares shall be duly issued as fully paid and non-assessable and shall be free and clear of any lien, claim or encumbrance) and a cheque or cheques of the LCR Exercising Party payable at par to any branch of the bankers of the LCR Exercising Party in respect of any Unpaid Dividend Amount, in payment of the total Liquidation Amount for all holders of Exchangeable Shares (other than Galaxy and ExchangeCo or any of their respective affiliates), in each case less any amounts withheld on account of tax pursuant to Article 12. Provided that the total Liquidation Amount has been so deposited with the Corporation, on and after the Liquidation Date the rights of each holder of Exchangeable Shares (other than Galaxy and ExchangeCo or any of their respective affiliates) shall be limited to receiving such holder's proportionate share of the total Liquidation Amount payable by the LCR Exercising Party upon presentation and surrender by the holder of certificates representing the Exchangeable Shares held by such holder and the holder shall on and after the Liquidation Date be considered and deemed for all purposes to be the holder of the Galaxy Common Stock to which it is entitled. Upon surrender to the Corporation of a certificate or certificates representing Exchangeable Shares, together with such other documents and instruments as may be required to effect a transfer of Exchangeable Shares under the Act and the by-laws of the Corporation and such additional documents and instruments as the Corporation may reasonably require, the holder of such surrendered certificate or certificates shall be entitled to receive in exchange therefor, and the Corporation shall on behalf of the LCR Exercising Party deliver to such holder,

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certificates representing the Galaxy Common Stock to which the holder is entitled and a cheque or cheques of the LCR Exercising Party in payment of any Unpaid Dividend Amount, in each case less any amounts withheld on account of tax pursuant to Article 12. If neither Galaxy nor ExchangeCo exercises the Liquidation Call Right in the manner described above, on the Liquidation Date the holders of the Exchangeable Shares shall be entitled to receive in exchange therefor the Liquidation Amount otherwise payable by the Corporation in connection with the liquidation, dissolution or winding-up of the Corporation pursuant to Section 6.2 of these share provisions.

## ARTICLE 7 CERTAIN RESTRICTIONS

7.1 So long as any of the Exchangeable Shares are outstanding, the Corporation shall not at any time without the approval of the holders of the Exchangeable Shares given as specified in Section 9.2 of these share provisions:

- (a) pay any dividends on the Common Shares or any other shares ranking junior to the Exchangeable Shares with respect to the payment of dividends, other than stock dividends payable in Common Shares or any such other shares ranking junior to the Exchangeable Shares, as the case may be;
- (b) redeem or purchase or make any capital distribution in respect of any shares ranking junior to the Exchangeable Shares with respect to the payment of dividends;
- (c) redeem or purchase any Common Shares or any other shares of the Corporation ranking equally with the Exchangeable Shares with respect to the payment of dividends or on any liquidation distribution; or
- (d) issue any Exchangeable Shares or any other shares of the Corporation ranking equally with, or superior to with respect to the payment of dividends or on any liquidation distribution, the Exchangeable Shares other than by way of stock dividends to the holders of such Exchangeable Shares.

The restrictions in Sections 7.1(a), (b), (c) and (d) above shall not apply if all dividends which have been declared or accrued on the outstanding Exchangeable Shares shall have been paid as provided for herein.

## ARTICLE 8 VOTING RIGHTS

8.1 Except as required by any applicable law and Article 9 hereof, the holders of the Exchangeable Shares shall not be entitled as such to receive notice of or to attend any meeting of the shareholders of the Corporation or to vote at any such meeting. The holders of the Exchangeable Shares shall, however, be entitled to notice of meetings of shareholders called for the purpose of authorizing the dissolution of the Corporation or the sale, lease or exchange of all

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or substantially all of the property of the Corporation other than in the ordinary course of business of the Corporation.

## ARTICLE 9 AMENDMENT AND IMPROVEMENT

9.1 The rights, privileges, restrictions and conditions attaching to the Exchangeable Shares may be added to, changed or removed but only with the approval of the holders of the Exchangeable Shares given as hereinafter specified.

9.2 Any approval given by the holders of the Exchangeable Shares to add to, change or remove any right, privilege, restriction or condition attaching to the Exchangeable Shares or any other matter requiring the approval or consent of the holders of the Exchangeable Shares shall be deemed to have been sufficiently given if it shall have been given in accordance with applicable law subject to a minimum requirement that such approval be evidenced by resolution passed by not less than two-thirds of the votes cast on such resolution (other than the Exchangeable Shares held by Galaxy, ExchangeCo or any of their respective affiliates) at a meeting of holders of Exchangeable Shares duly called and held at which the holders of at least 40% of the outstanding Exchangeable Shares (other than the Exchangeable Shares held by Galaxy, ExchangeCo or any of their respective affiliates) at that time are present or represented by proxy; provided that if at any such meeting holders of at least 40% of such outstanding Exchangeable Shares at that time are not present or represented by proxy within one-half hour after the time appointed for such meeting, then the meeting shall be adjourned to such place and time (not less than five days later) as may be designated by the Chairman of such meeting. At such adjourned meeting the holders of Exchangeable Shares present or represented by proxy thereat may transact the business for which the meeting was originally called and a resolution passed thereat by the affirmative vote of not less than two-thirds of the votes cast on such resolution at such meeting shall constitute the approval or consent of the holders of the Exchangeable Shares.

## ARTICLE 10 RECIPROCAL CHANGES, ETC. IN RESPECT OF GALAXY COMMON STOCK

10.1 Unless the holders of the Galaxy Voting Stock then outstanding (excluding any shares of Galaxy Voting Stock held by the Corporation, Galaxy or any of their respective affiliates) otherwise consent pursuant to the provisions of the Shareholders Agreement, the Retraction Price, Purchase Price, Redemption Price and Liquidation Amounts and the number of shares of Galaxy Common Stock deliverable in connection with the payment thereof upon the retraction, redemption or purchase, as the case may be, of Exchangeable Shares contemplated hereunder shall be simultaneously adjusted on an economically equivalent basis if Galaxy:

- (a) issues or distributes shares of Galaxy Common Stock (or securities exchangeable for or convertible into or carrying rights to acquire Galaxy Common Stock) to the holders of all or substantially all of the then outstanding Galaxy Common Stock by way of stock distribution or other

distribution except as contemplated by Article 13 of the Combination Agreement;

- (b) issues or distributes rights, options or warrants to the holders of all or substantially all of the then outstanding Galaxy Common Stock entitling them to subscribe for or to purchase Galaxy Common Stock (or securities exchangeable for or convertible into or carrying rights to acquire Galaxy Common Stock); or
- (c) issues or distributes to the holders of all or substantially all of the then outstanding Galaxy Common Stock:
  - (i) securities of Galaxy of any class other than Galaxy Common Stock (other than securities convertible into or exchangeable for or carrying rights to acquire Galaxy Common Stock);
  - (ii) rights, options or warrants other than those referred to in Section 10.1(b) above;
  - (iii) evidences of indebtedness of Galaxy; or
  - (iv) assets of Galaxy;
- (d) subdivides, redivides or changes the then outstanding shares of Galaxy Common Stock into a greater number of shares of Galaxy Common Stock;
- (e) reduces, combines, consolidates or changes the then outstanding shares of Galaxy Common Stock into a lesser number of shares of Galaxy Common Stock; or
- (f) reclassifies or otherwise changes the shares of Galaxy Common Stock or effects, any merger, reorganization or other transaction affecting the shares of Galaxy Common Stock.

The Shareholders Agreement provides, in part, that Galaxy will not undertake any of the aforesaid actions (nor change the provisions of the Shareholders Agreement regarding the aforesaid actions) without the approval of the holders of the Galaxy Voting Stock given in accordance with the provisions of the Shareholders Agreement.

#### **ARTICLE 11**

##### **ACTIONS BY THE CORPORATION UNDER SHAREHOLDERS AGREEMENT**

11.1 The Corporation will take all such actions and do all such things as shall be necessary or advisable to perform and comply with and to ensure performance and compliance by Galaxy and the Corporation with all provisions of the Shareholders Agreement applicable to Galaxy and the Corporation, respectively, in accordance with the terms thereof including, without limitation, taking all such actions and doing all such things as shall be necessary or advisable to enforce to the fullest extent possible for the direct benefit of the Corporation and

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the holders of the Exchangeable Shares all rights and benefits in favour of the Corporation under or pursuant to the Shareholders Agreement.

11.2 The Corporation shall not propose, agree to or otherwise give effect to any amendment to, or waiver or forgiveness of its rights or obligations under, the Shareholders Agreement without the approval of the holders of the Galaxy Voting Stock given in accordance with the provisions of the Shareholders Agreement other than such amendments, waivers and/or forgiveness as may be necessary or advisable for the purposes of:

- (a) adding to the covenants of the other parties to such agreement for the protection of the Corporation or the holders of the Exchangeable Shares thereunder;
- (b) making such provisions or modifications not inconsistent with such agreement as may be necessary or desirable with respect to matters or questions arising thereunder which, in the good faith opinion of the Board of Directors, it may be expedient to make, provided that the Board of Directors shall be of the good faith opinion, after consultation with counsel, that such provisions and modifications shall not be prejudicial to the interests of the holders of the Exchangeable Shares; or
- (c) making such changes in or corrections to such agreement which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error contained therein, provided that the Board of Directors shall be of the good faith opinion, after consultation with counsel, that such changes or corrections shall not be prejudicial to the interests of the holders of the Exchangeable Shares.

## ARTICLE 12

### LEGEND; CALL RIGHTS; WITHHOLDING RIGHTS

12.1 The certificates evidencing the Exchangeable Shares shall contain or have affixed thereto a legend in form and on terms approved by the Board of Directors, with respect to the Shareholders Agreement and the Call Rights (including the provisions with respect to the exchange rights thereunder).

12.2 Each holder of an Exchangeable Share, whether of record or beneficial, by virtue of becoming and being such a holder shall be deemed to acknowledge each of the Liquidation Call Right, the Retraction Call Right and the Redemption Call Right, in each case, in favour of Galaxy and ExchangeCo, and the overriding nature thereof in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares, as the case may be, and to be bound thereby in favour of Galaxy and ExchangeCo as therein provided.

12.3 The Corporation, Galaxy and ExchangeCo (in each case, the "Payer") shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of Exchangeable Shares (the "Exchangeable Payee") such amounts as the Payer is (i)

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required to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of provincial, state, local or foreign tax law, in each case, as amended or succeeded or (ii) entitled to withhold under section 116 of the Tax Act or any analogous provision of provincial laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Exchangeable Payee in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required or permitted to be deducted or withheld from any payment to an Exchangeable Payee exceeds the cash consideration, if any, otherwise payable to the Exchangeable Payee, the Payer is hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to the Payer to enable it to comply with such deduction or withholding requirement and the Corporation, Galaxy or ExchangeCo shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale. References in this Section to the Tax Act are to the Tax Act as amended from time to time.

### **ARTICLE 13 SPECIFIED AMOUNT**

13.1 The amount specified in respect of each Exchangeable Share for the purposes of subsection 191(4) of the Tax Act (as of the Effective Date and any modifications of such provision which are consistent with the general principle thereof) shall be U.S.\$350 (*i.e.*, an amount equal to the fair market value of one share of Galaxy Common Stock on the Effective Date).

### **ARTICLE 14 NO FRACTIONAL ENTITLEMENTS**

14.1 Notwithstanding anything contained in these share provisions, including, without limitation, Article 4, 5 and 6 hereof, no holder of an Exchangeable Share shall be entitled to and neither the Corporation, Galaxy nor ExchangeCo shall deliver fractional shares of Galaxy Common Stock. Where the application of the provisions of these share provisions, including, without limitation, Articles 4, 5 and 6 hereof would otherwise result in a holder of Exchangeable Shares receiving a fraction of a share of Galaxy Common Stock, such holder of Exchangeable Shares shall only be entitled to receive the nearest lower whole number of shares of Galaxy Common Stock.

### **ARTICLE 15 NOTICES**

15.1 Any notice, request or other communication to be given to the Corporation by a holder of Exchangeable Shares shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by facsimile transmission or by delivery to the registered office of the Corporation and addressed to the attention of the President of the Corporation. Any such notice, request or other communication, if given by mail, facsimile transmission or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Corporation.

15.2 Any presentation and surrender by a holder of Exchangeable Shares to the Corporation of certificates representing Exchangeable Shares in connection with the liquidation, dissolution or winding-up of the Corporation or the retraction or redemption of Exchangeable Shares shall be made by registered mail (postage prepaid) or by delivery to the registered office of the Corporation addressed to the attention of the President of the Corporation. Any such presentation and surrender of certificates shall only be deemed to have been made and to be effective upon actual receipt thereof by the Corporation. Any such presentation and surrender of certificates made by registered mail shall be at the sole risk of the holder mailing the same.

15.3 Any notice, request or other communication to be given to a holder of Exchangeable Shares by or on behalf of the Corporation shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by delivery to the address of the holder recorded in the register of shareholders of the Corporation or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request or other communication, if given by mail, shall be deemed to have been given and received on the third Business Day following the date of mailing and, if given by delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request or other communication to one or more holders of Exchangeable Shares shall not invalidate or otherwise alter or affect any action or proceeding to be taken by the Corporation pursuant thereto.

## SCHEDULE A

### RETRACTION REQUEST

To 1672445 Ontario Inc. (the "**Corporation**"), Galaxy Tire & Wheels, Inc. ("**Galaxy**") and 2082320 Ontario Inc. ("**ExchangeCo**")

This notice is given pursuant to Article 4 of the provisions (the "**Share Provisions**") attaching to the Exchangeable Shares of the Corporation represented by this certificate and all capitalized words and expressions used in this notice that are defined in the Share Provisions have the meanings ascribed to such words and expressions in such Share Provisions.

The undersigned hereby notifies the Corporation that, subject to the Retraction Call Right referred to below, the undersigned desires to have the Corporation redeem in accordance with Article 4 of the Share Provisions:

**ALL SHARE(S) REPRESENTED BY THIS CERTIFICATE; OR**

**\_\_\_\_\_ SHARE(S) OF THE SHARES REPRESENTED BY THIS CERTIFICATE.**

NOTE: The Retraction Date shall be the date that is three Business Days after the date upon which this notice is received by the Corporation.

The undersigned acknowledges the overriding Retraction Call Right of Galaxy and ExchangeCo to purchase all but not less than all the Retracted Shares from the undersigned and that this notice is and shall be deemed to be a revocable Retraction Offer by the undersigned to sell the Retracted Shares to Galaxy and ExchangeCo in accordance with the Retraction Call Right on the Retraction Date for the Purchase Price and on the other terms and conditions set out in Section 4.3 of the Share Provisions. This Retraction Request, and this Retraction Offer to sell the Retracted Shares to Galaxy and ExchangeCo, may be revoked and withdrawn by the undersigned only by notice in writing given to the Corporation at any time before the close of business on the Business Day immediately preceding the Retraction Date.

The undersigned acknowledges that if, as a result of solvency provisions of applicable law, the Corporation is unable to redeem all Retracted Shares, the undersigned will be deemed to have exercised the Exchange Rights (as defined in the Shareholders Agreement) so as to require Galaxy or ExchangeCo to purchase the unredeemed Retracted Shares.

The undersigned hereby represents and warrants to the Corporation, Galaxy and ExchangeCo that the undersigned:

☐ is a resident of Canada for purposes of the Income Tax Act (Canada); or

(select one)

☐ is not a resident of Canada for purposes of the Income Tax Act (Canada)

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The undersigned acknowledges that if the undersigned is not a resident of Canada, withholding on account of Canadian tax may be made from amounts payable to the undersigned on the redemption or purchase of the Retracted Shares.

The undersigned hereby represents and warrants to the Corporation, Galaxy and ExchangeCo that the undersigned has good title to, and owns, the share(s) represented by this certificate to be acquired by the Corporation, Galaxy or ExchangeCo, as the case may be, free and clear of all liens, claims and encumbrances.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Shareholder)

[ ] Please check box if the securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares are to be held for pick-up by the shareholder from the Corporation, failing which the securities and any cheque(s) will be mailed to the last address of the shareholder as it appears on the register.

NOTE: This panel must be completed and this certificate, together with such additional documents as the Corporation may require, must be deposited with the Corporation. The securities and any cheque(s) resulting from the retraction or purchase of the Retracted Shares will be issued and registered in, and made payable to, respectively, the name of the shareholder as it appears on the register of the Corporation and the securities and any cheque(s) resulting from such retraction or purchase will be delivered to such shareholder as indicated above, unless the form appearing immediately below is duly completed.

Date: \_\_\_\_\_

Name of Person in Whose Name Securities

Are to be Registered or Delivered (please print): \_\_\_\_\_

Street Address or P.O. Box: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

Signature of Shareholder: \_\_\_\_\_

City, Province and Postal Code: \_\_\_\_\_

NOTE: If this Retraction Request is for less than all of the shares represented by this certificate, a certificate representing the remaining share(s) of the Corporation represented by this certificate will be issued and registered in the name of the shareholder as it appears on the register of the Corporation, unless the Share Transfer Power on the share certificate is duly completed in respect of such share(s).

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