

## AMENDING AGREEMENT

Amending Agreement dated as of March 1, 2012 among Timminco Limited and Becancour Silicon Inc., as Borrowers, and QSI Partners Inc., as DIP Lender.

### RECITALS:

- (a) QSI Partners Inc. (in its capacity as DIP lender, together with its successors and permitted assigns, the "**DIP Lender**") has agreed to provide funding in order to fund certain obligations of Timminco Limited ("**Timminco**") and Becancour Silicon Inc. ("**BSI**", and together with Timminco, the "**Borrowers**") in the context of their proceedings under the *Companies' Creditors Arrangement Act* (Canada) upon the terms and conditions contained in a DIP agreement dated January 18, 2012 among the Borrowers and the DIP Lender (the "**DIP Agreement**");
- (b) The Borrowers desire to sell certain of their assets and QSI Partners Inc. (in its capacity as purchaser, the "**Purchaser**") has agreed to (i) act as a "stalking horse bidder" in connection therewith, and (ii) in the absence of the Borrowers' acceptance of a superior bid, purchase certain assets of the Borrowers, subject to the terms and conditions of an agreement of purchase and sale made and entered into as of March 1, 2012 among the Borrowers and the Purchaser (as such agreement may be amended, amended and restated, modified or supplemented from time to time, the "**Purchase Agreement**");
- (c) Pursuant to the Purchase Agreement, the Purchaser is required to provide a Deposit (as such term is defined in the Purchase Agreement) to the Vendors; and
- (d) The DIP Lender has requested amendments to the DIP Agreement to provide for the credit and set off of an amount equal to the Deposit against the DIP Obligations (including the Maximum Amount held by the Monitor), and the Borrowers have agreed to permit such arrangements on the terms and conditions set forth in this Amending Agreement.

In consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

### Section 1 Defined Terms.

Capitalized terms used in this Amending Agreement and not otherwise defined have the meanings specified in the DIP Agreement.

### Section 2 Headings.

Section headings in this Amending Agreement are included for convenience of reference only and shall not constitute a part of this Amending Agreement for any other purpose.

### Section 3 Amendments to the DIP Agreement.

- (a) The following two paragraphs shall be added as two new paragraphs at the end of Section 5 of the DIP Agreement:

“Notwithstanding any other provision of this DIP Agreement, if a Set-Off Event occurs, then an amount equal to the Deposit shall be applied in reduction of, and set off against, the outstanding DIP Obligations owing by the Borrowers to the DIP Lender under the DIP Facility and, if the amount of the Deposit exceeds such outstanding DIP Obligations owing by the Borrowers, then such excess amount shall be applied in reduction of, and set off against, the obligation of the Monitor to return the remaining balance, if any, of the Maximum Amount (and any interest earned thereon) to the DIP Lender hereunder and under the DIP Order. The Borrowers and the DIP Lender agree that the set off and application of the Deposit against any and all outstanding DIP Obligations and any remaining balance of the Maximum Amount contemplated hereunder will occur immediately upon occurrence of any event referred to in clause (i) of the definition of Set-Off Event without any further action or notice by the Borrowers, the Monitor or any other person and will occur immediately upon the delivery of a notice by the Borrowers to the DIP Lender and the Monitor upon the occurrence of any event referred to in clause (ii) of the definition of Set-Off Event and without any further action by the Borrowers, the Monitor or any other person. Any balance remaining in the Monitor Account after the set-off contemplated by this Section has been applied shall be dealt with in accordance with paragraph 7 of the DIP Order.

For the purposes hereof, a “Set-Off Event” shall occur if either (i) Closing (as such term is defined in the Purchase Agreement) occurs, or (ii) Closing does not occur solely as a result of the failure by the Purchaser to perform any of its obligations under the Purchase Agreement where it is required to do so pursuant to and in accordance with the terms thereof provided that there will be no right of the Borrowers to credit or set off of the amount of the Deposit to outstanding amounts owing to the DIP Lender under the DIP Facility on the Business Day following the occurrence of the earliest of any of the following:

- (i) if the Purchase Agreement is not the “Successful Bid” or the “Back-Up Bid” (as determined pursuant to the “Bidding Procedures”) (as such terms are defined in the Purchase Agreement) unless the Purchase Agreement is not the Successful Bid or the Back-Up Bid solely as a result of the failure by the Purchaser to perform any of its obligations under the Purchase Agreement where it is required to do so pursuant to and in accordance with the terms thereof;
- (ii) if the Purchase Agreement is the Back-Up Bid and the transaction contemplated by the Successful Bid is closed; or
- (iii) if the Transaction (as defined in the Purchase Agreement) is not completed for any other reason other than solely as a result of the failure of the Purchaser to perform any of its obligations under the Purchase Agreement where it is required to do so pursuant to and in accordance with the terms thereof.

If a dispute arises between the Purchaser and the Borrowers as to whether the Deposit should be credited and set off against the outstanding DIP Obligations (including the obligation of the Monitor to return the Maximum Amount) in accordance with the above paragraph and Section 3.3 of the Purchase Agreement (a "Deposit Dispute"), then the Borrowers, the Purchaser and the DIP Lender shall work expeditiously and in good faith in an attempt to resolve such Deposit Dispute. If the parties are unable to resolve the Deposit Dispute then the Monitor, the DIP Lender, the Purchaser or the Borrowers may bring a motion before the Court for a determination of the Deposit Dispute on four (4) days notice to the other parties. In the event of (i) a Deposit Dispute, (ii) repayment by or on behalf of the Borrowers to the DIP Lender of an amount equal to all outstanding DIP Obligations less the amount of the Deposit, and (iii) the Monitor holding an amount equal to the Deposit in trust ("Disputed Funds") pending resolution of the Deposit Dispute and further Order of the Court, the DIP Charge shall be released."

- (b) Section 7 of the DIP Agreement will be revised by deleting the 3<sup>rd</sup> last paragraph thereof and replacing it with the following paragraph:

"The Borrowers may issue a drawdown certificate once each week with the amount of each drawdown to be a drawing of Cdn.\$50,000.00 or a multiple of Cdn.\$50,000.00, and for certainty, not be in an amount greater than the amount shown on the applicable Cash Flow Projections."

- (c) Section 13 of the DIP Agreement will be revised by deleting subsection (b) in its entirety and replacing it with the following subsection (b):

"(b) Deliver to the DIP Lender (i) the Cash Flow Projections as set out herein, (ii) as soon as practicable after the filing thereof with the Court, each report of the Monitor to the Court, and (iii) such other reporting and other information (including without limitation financial information of the Borrowers and such financial information that either of the Borrowers is entitled to in respect of Québec Silicon Limited Partnership as a result of its interest in Québec Silicon Limited Partnership) from time to time reasonably requested by the DIP Lender except for any confidential information reasonably designated by the Borrowers as Sensitive Confidential Information pursuant to the Confidentiality Agreement."

#### **Section 4 Representations and Warranties.**

Each of the Borrowers represent to the DIP Lender, and the DIP Lender represents and warrants to the Borrowers, that, subject to the entry of the Bidding Procedures Order (as such term is defined in the Purchase Agreement):

- (a) All necessary action has been taken by it to authorize the execution, delivery and performance of this Amending Agreement. This Amending Agreement has been duly executed and delivered by it and constitutes legal, valid and binding obligations of it enforceable against it in accordance with its terms; and

- (b) The execution and delivery by it and the performance by it of its obligations under this Amending Agreement will not conflict with or result in a breach of any of the terms or conditions of its constating documents or by-laws or any Applicable Law.

**Section 5 Reference to and Effect on the DIP Agreement.**

Upon this Amending Agreement becoming effective, each reference in the DIP Agreement to "this DIP Agreement" and each reference to the DIP Agreement in any and all other agreements, documents and instruments delivered by the DIP Lender, any Borrower or any other person shall mean and be a reference to the DIP Agreement, as amended by this Amending Agreement. Except as specifically amended by this Amending Agreement, the DIP Agreement shall remain in full force and effect.

**Section 6 Effectiveness.**

This Amending Agreement shall become effective upon the following conditions precedent being satisfied:

- (a) duly executed signature pages for this Amending Agreement signed by each of the Borrowers shall have been delivered to the DIP Lender, and the DIP Lender shall have duly executed this Amending Agreement; and
- (b) the Bidding Procedures Order shall have been obtained.

**Section 7 Governing Law.**

This Amending Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**Section 8 Time is of the Essence.**

Time is of the essence in this Amending Agreement.

**Section 9 Counterparts.**

This Amending Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, e-mail or other electronic means is as effective as a manually executed counterpart of this Agreement.

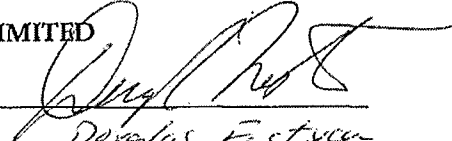
IN WITNESS WHEREOF the parties have executed this Amending Agreement.

TIMMINCO LIMITED

Per: \_\_\_\_\_

Name:

Title:


  
Douglas Fastuca  
Chief Executive Officer.

BECANCOUR SILICON INC.

Per: \_\_\_\_\_

Name:

Title:

  
Peter A. M. Kabis  
President, General Counsel  
and Corporate Secretary

QSI PARTNERS LTD.

Per: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF the parties have executed this Amending Agreement.

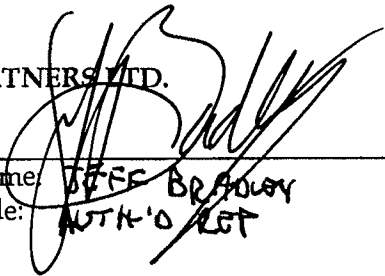
**TIMMINCO LIMITED**

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

**BECANCOUR SILICON INC.**

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

**QSI PARTNERS LTD.**

Per: \_\_\_\_\_  
Name:  JEFF BRADLEY  
Title: AUTH'D AGT