Court File No. CV-12-9539-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF TIMMINCO LIMITED AND BÉCANCOUR SILICON INC.

Applicants

AFFIDAVIT OF JOE RINALDI
(Sworn May 14, 2012)

I, Joe Rinaldi, of the City of Midland, in the State of Michigan, U.S.A, SWEAR THAT:

1. I am Corporate Vice President of Finance of Dow Corning Corporation ("**DCC**"). As such, I have personal knowledge of the matters to which I depose in this affidavit. Where facts stated in this affidavit are not based on my personal knowledge, I have stated the source of my information and in all such instances, I believe such facts to be true.

2. I swear this affidavit in connection with the motion brought by Timminco Limited ("**Timminco**") and Bécancour Silicon Inc. ("**BSI**") seeking approval of transactions relating to the sale of assets of BSI and assignment of agreements to which BSI is a party and for no other or improper purpose.

THE PARTIES

3. Timminco is a corporation governed by the laws of Canada. Timminco is a producer of silicon metal for the chemicals industry and the aluminum industry through its wholly-owned subsidiary BSI, a corporation governed by the laws of Quebec.

4. DCC is a corporation governed by the laws of Michigan. DCC is a global corporation headquartered in Midland, Michigan, offering more than 7,000 silicone based products and services to its customers. DCC, through its subsidiaries Dow Corning Canada, Inc. ("**Dow Corning Canada**") and DC Global Holdings S.a.r.l, formerly Dow Corning Netherlands, B.V. ("**DC Global**"), owns a 49% interest in a joint venture with BSI, established for the purpose of owning and operating a production facility located in Bécancour, Québec and supplying silicon metal to the joint venture partners or their affiliates (the "**Joint Venture**").

5. Dow Corning Canada is a corporation governed by the laws of Canada and is an indirectly wholly-owned subsidiary of DCC.

6. DC Global is a corporation governed by the laws of Luxembourg and is an indirectly wholly-owned subsidiary of DCC.

7. The business of the Joint Venture is conducted by a limited partnership, known as Quebec Silicon Limited Partnership (the "**Partnership**").

8. The Partnership was formed according to the laws of Quebec and is governed by an amended and restated limited partnership agreement between BSI, Dow Corning Canada and Quebec Silicon General Partner Inc. (the **"General Partner"**), dated October 1, 2010 and as amended (the "**Partnership Agreement**"). A copy of the Partnership Agreement is appended to

the Affidavit of Peter A.M. Kalins, sworn May 9, 2012 (the "**Kalins Affidavit**") and marked as Exhibit "G."

9. The General Partner is a corporation governed by the laws of Quebec.

10. DCC, through Dow Corning Canada and DC Global, and Timminco, through BSI, own 49% and 51%, respectively, of the outstanding limited partnership interests of the Partnership and 49% and 51%, respectively, of the outstanding shares of the General Partner.

THE JOINT VENTURE AND ITS FRAMEWORK

11. Prior to the implementation of the Joint Venture, the relevant silicon metal production operations were owned and operated by BSI. BSI also operated an additional solar-grade silicon business that was specifically excluded from the Joint Venture.

12. On August 10, 2010, DCC, Timminco, and BSI entered into a framework agreement (the "**Framework Agreement**") to create and govern the Joint Venture. A copy of the Framework Agreement is appended to the Kalins Affidavit and marked as Exhibit "D". The Framework Agreement contains essential elements for the commercial relationship between the partners and, as set out below, key terms of the ongoing operation of the Partnership's business.

13. The express purpose of the Framework Agreement, as set forth in its preamble, is to "set forth certain key terms of such joint venture arrangement, including the relationship of the parties following the Closing."

14. The Joint Venture was created to permit each of DCC and BSI to benefit from a reliable supply of silicon metal at an attractive price for use in its own businesses or, in the case of BSI,

for re-sale. To accomplish this, a series of related agreements were entered into which, taken together, comprise the overall joint venture agreement. These addressed a number of elements relating to (i) the transfer of the business to the Partnership, including the transfer of BSI's real property, employees, and pension plans and (ii) the ongoing relationship of the parties. It was a condition of DCC's obligation to acquire its indirect interests in the Partnership and the General Partner that, in addition to the Framework Agreement, a number of additional documents comprising part of the joint venture agreement be executed. These ancillary agreements, which are specifically referred to in the Framework Agreement, are:

(a) the Partnership Agreement;

(b) a shareholders agreement, dated October 1, 2010 and as amended, between BSI, DC Global (as a successor entity), and the General Partner (the "**Shareholder Agreement**"). A copy of the Shareholders Agreement is appended to the Kalins Affidavit and marked as Exhibit "H";

(c) an output and supply agreement, dated October 1, 2010 and as amended, between the Partnership, DCC (which DCC, at the time the Partnership was formed, assigned to Dow Corning Canada), and BSI (the "**Output and Supply Agreement**"). A copy of the Output and Supply Agreement is appended to the Kalins Affidavit and marked as Exhibit "I";

(d) a business transfer agreement dated September 30, 2010 between BSI and the Partnership (the "**Business Transfer Agreement**"). A copy of the Business Transfer Agreement is appended to the Kalins Affidavit and marked as Exhibit "E";

(e) a pension transfer agreement dated September 30, 2010 between BSI, the Partnership and DCC (the "**Pension Transfer Agreement**"). A copy of the Pension Transfer Agreement is appended to the Kalins Affidavit and marked as Exhibit "F";

(f) an intellectual property assignment agreement dated September 30, 2010 between BSI and the Partnership (the "**Intellectual Property Assignment Agreement**");

(g) two intellectual property license agreements dated October 1, 2010 between the Partnership, BSI and DCC (the "**Intellectual Property License Agreements**");

(h) various support services or lease agreements, reflecting that BSI had other ongoing operations (the **"Other Agreements"**), some of which may only be relevant if a purchaser of BSI's interest in the Joint Venture requires the space or services currently provided by the Joint Venture to BSI or employs the personnel of BSI presently providing certain minor support services to the Joint Venture;

(collectively, with the Framework Agreement, the **"Joint Venture Agreement"**).

15. Given the size and complexity of the transactions required to create and manage the Joint Venture, the rights and obligations of the partners were contained in these separate but intrinsically linked documents, all of which together comprise the Joint Venture Agreement. Consequently, no single agreement or set of terms in an agreement can be appropriately abstracted from the Joint Venture Agreement as a whole.

OBJECTIVES OF THE JOINT VENTURE

16. The Joint Venture Agreement was designed to create a stable, productive business over the long-term that would benefit BSI, DCC and other stakeholders of the Partnership. Accordingly, the Joint Venture Agreement contains rights and obligations intended to promote

the stability of the Bécancour production facility and includes several notable ongoing commitments by the parties that extend beyond the creation of the Joint Venture itself.

17. First, the Framework Agreement expressly provides for guarantees by the parent companies for the obligations of their respective affiliates under any and all of the agreements comprising the Joint Venture Agreement. Specifically, Section 6.13 of the Framework Agreement provides for an irrevocable, absolute and unconditional guarantee to DCC from Timminco for the payment and performance of any obligations or liabilities of BSI and its affiliates and a reciprocal guarantee from DCC to BSI in relation to DCC and its affiliates. These guarantees extend to covenants, agreements and obligations under the Framework Agreement itself, but also under the Ancillary Agreements and "each of the documents and obligations delivered in connection" with those agreements.

18. The effect of these guarantees is to give each of the parties assurances about whom they are dealing in relation to Joint Venture obligations. The guarantees ensure that the relevant parent companies are in practical effect parties to the Joint Venture and committed to its attendant obligations. The guarantees not only benefit DCC, but indirectly provide assurances to other stakeholders of the Bécancour production facility – such as employees and creditors – who deal with the Joint Venture entities. For example, under Section 15.1 of the Partnership Agreement, there are to be mandatory capital calls to ensure that the Partnership is able (i) to operate in compliance with applicable law, (ii) to maintain the production facility in sound condition such that it is capable of safely operating at current capacity and (iii) satisfy pension funding obligations.

19. Timminco, BSI, the Monitor and bidders in the sale process all recognized the importance of guarantees to provide adequate assurance that contractual obligations will be performed, as guarantees were required and given as part of the sale process.

20. Second, the Framework Agreement provides both partners with rights and obligations relating to a series of post-closing land severance and servitude transactions (the "**Severance Transactions**"), which were required to address issues arising from the sharing of land and facilities between the Partnership and BSI, following the closing of the Joint Venture transaction. For example, BSI's solar-grade silicone production was carried on in a facility (the "**HP2 Property**") that was not intended to be transferred to the Partnership but that was surrounded by land that was intended to be transferred to the Partnership. I am advised by counsel to DCC, and verily believe, that the Severance Transactions, some of which are for the benefit of the Partnership (as the owner of the surrounding land) and most of which are for the benefit of BSI (as the owner of the "landlocked" HP2 Property), have not yet been completed. Contrary to the evidence found at paragraph 49 of the Kalins Affidavit, these are unperformed obligations in the Framework Agreement, in addition to those identified in the Kalins Affidavit.

21. The Framework Agreement specifically provides that a deed of servitude (the "**Deed of Servitude**") contemplated as part of the Severance Transactions be reasonably satisfactory to DCC. DCC has been working with BSI toward the completion of the Deed of Servitude on the assumption that all parties to the Framework Agreement (including their successors in interest) are performing and intend to continue performing their obligations under the Framework Agreement. In addition to the issue indentified at paragraph 90 of the Kalins Affidavit, I am advised by counsel to DCC, and verily believe ,that there are other outstanding issues relating to

the Severance Transactions, including issues relating to access by the Partnership to a dust collector located within the HP2 Property and indemnifications in favour of the General Partner relating to liabilities it may have had as registered holder (as nominee of BSI) of the HP2 Property.

22. Third, the Framework Agreement also sets out certain indemnities granted by the signatories. To understand the purpose and significance of these indemnities, it is important to consider that the Joint Venture was intended to be a stand-alone business for silicon metal production, with its own workforce and facilities, separate and apart from BSI's solar business, and free of any historical or other liabilities unrelated to the continuing operation of the business in the Partnership.

23. For this reason, the Joint Venture was structured to ensure that the Partnership would assume and be responsible for only those employment liabilities (including pension and benefit liabilities) relating to the BSI employees whose employment was actually transferred to the Partnership pursuant to the Joint Venture Agreement who became active employees of the Partnership. Liabilities relating to non-transferred BSI employees, as well as all BSI retirees were retained by BSI. This was accomplished by having the Partnership establish its own group insurance and pension plans in which only employees who became Partnership employees pursuant to the Joint Venture Agreement, or who became future Partnership employees, would participate.

24. As concerns the pension plans, it was agreed that the Partnership would establish and register two pension plans which would mirror BSI's pension plans. Only those assets and liabilities associated with pension benefits accrued in the BSI plans by the employees actually

transferred from BSI to the Partnership would be transferred and assumed by the Partnership's new plans. This pension splitting arrangement was approved by the Régie des rentes du Québec and the Canada Revenue Agency, and in due course certain assets and liabilities were transferred from the BSI pension plans to the Partnership's pension plans in respect of the employees who became employed by the Partnership.

25. To ensure that the Partnership, and DCC as a partner, were insulated from liabilities that were intended to remain with BSI, the Framework Agreement contains various indemnities specifically designed to protect DCC and its affiliates from such liabilities from and after the closing of the Joint Venture transaction. These indemnities induced DCC to invest in the Joint Venture and were an essential component of the overall framework of rights and obligations that make up the Joint Venture Agreement.

26. In particular, pursuant to Section 9.1, BSI and Timminco provide indemnities for liabilities relating to pre-closing obligations of BSI, which would include any obligations to former employees or employees who were not transferred to the Partnership. These indemnities were clearly intended to be ongoing obligations under the Framework Agreement. It is notable, for example, that it is acknowledged in Section 8(b) of the Business Transfer Agreement that the transfer of certain of BSI's assets and liabilities "shall not affect any rights of DCC or BSI under the Framework Agreement," specifically including the Section 9 indemnities.

27. A further indemnity was provided in Section 6.7(f) of the Framework Agreement, in which BSI provides an indemnity of up to $5,000,000 for claims paid by the Partnership for post-retirement benefits of certain employees who were transferred to the Partnership, but who retire after the formation of the Joint Venture and before September 30, 2016.

28. These indemnities (collectively, the "**BSI Indemnities**") were provided to protect the Partnership and DCC from pension and benefit costs associated with employees who were never employed by the Partnership, as well as for a portion of the post-retirement benefit cost for persons whose employment was transferred to the Partnership.

REQUIREMENT OF DCC CONSENT

29. The Joint Venture Agreement was designed to ensure that DCC would not be forced into a commercial relationship with a party that it did not wish to have as a partner. It would not have accepted a minority interest in the Joint Venture without such protections. This fact is reflected in numerous terms of the Joint Venture Agreement which provide restrictions on the transfer of a partner's interest in the Joint Venture and which also demonstrate the extent to which the various ancillary agreements are linked together to form one Joint Venture Agreement. Some of the notable terms include the following:

(a) The Partnership Agreement provides for a complete prohibition, without prior written consent, on the transfer of all or part of a partner's Partnership units for a period of 5 years after the date of the Partnership Agreement (excluding transfers to affiliates) (section 10.1). Partners are given complete and absolute discretion in this respect as prior written consent may be withheld "for any or no reason". An equivalent provision in respect of the transfer of shares of the General Partner is provided at s. 6.1 of the Shareholders Agreement and s. 7.1 of the amended Articles of Incorporation of the General Partner (the "**Articles**"), a true copy of which is attached hereto and marked as Exhibit A. Section 10.3 of the Partnership Agreement provides that any purported transfer of partnership units other than in accordance with the terms of the Partnership

Agreement is null and void. The Shareholder Agreement has an equivalent provision in respect of any purported transfer of shares (s. 6.3).

(b) The Partnership Agreement provides that no partner may at any time transfer less than all of its partnership units (section 10.1). An equivalent provision in respect of the transfer of shares of the General Partner is provided at section 6.1 of the Shareholders Agreement and section 7.1 of the Articles.

(c) All permitted transfers of partnership units are subject to a corresponding transfer of all shares of the General Partner and all of the transferring partner's rights and obligations under the Output and Supply Agreement (s. 10.1, 6.1).

(d) The Partnership Agreement provides that, following the initial 5 year period in which no Partnership units can be transferred, the transfer of Partnership units is subject to the other partner's right of first refusal and tag-along rights in respect of such sale (sections 10.4 and 10.5). Equivalent provisions in respect of the transfer of shares of the General Partner are provided at section 6.4 of the Shareholders Agreement and sections 8 and 9 of the Articles.

(e) Subject to certain exceptions, no partner is entitled to create a security interest on any of its interest in the Partnership. In addition, if a security interest is to be created, the rights of the secured party were to be subject to the foregoing rights of the other party. An equivalent provision in respect of the shares of the General Partner is provided at section 5.1 of the Shareholders Agreement.

30. A transfer of any partnership units or shares of the General Partner other than in accordance with the terms of the Joint Venture Agreement is a default under the terms of the Joint Venture Agreement.

31. These restrictions on transfer, coupled with the ongoing obligations of the partners (and their affiliates), make clear that the Joint Venture Agreement was intended and designed to reflect a long-term commitment by the parties to a particular partner who was in a position to provide (and to have a credit-worthy parent guarantee) the assurances set out in the Framework Agreement and related agreements. The Joint Venture Agreement was carefully constructed to give the parties control both over the identity of their partners and their conduct. The numerous terms of the Joint Venture Agreement described herein reflect the intention that any successor to a party's interest in the Joint Venture would be required to step into the shoes of the transferring party for all purposes. This was particularly important for DCC given that it was assuming a minority position in the Joint Venture.

32. This was also particularly important given the highly specialized nature of the silicon metal industry and the relatively small number of companies with the adequate industry knowledge and financial capacity to act effectively as a partner in a business of this sort.

THE AUCTION

33. In March 2012, Timminco and BSI established the timeline and procedures for the sale of their business and assets in the form of a "stalking horse" marketing process. The bidding process, which was extended to April 19, 2012, resulted in several bids deemed qualified by Timminco and BSI. An auction then proceeded starting April 24, 2012, which ultimately resulted in the selection of a leading bid involving QSI Partners, a corporation based in the Cayman Islands (the "**QSI Bid**") and owned by Globe Specialty Metals Inc. ("**Globe**") and a back-up bid involving Wacker Chemie AG (the "**Wacker Bid**"). Pursuant to the procedures

governing the sales process, neither bid is formally accepted until approval by the Court is granted.

34. The principal obligations of QSI to Timminco and BSI under the QSI Bid have been guaranteed by Globe, presumably because this was necessary to enable QSI to qualify as a financially credible bidder under the bid procedures. Notably, the obligations of BSI assumed under the terms of the QSI Bid, including under the contracts, are excluded from the guarantee. In the Affidavit of Stephen Lebowitz, sworn May 8, 2012 (the "**Lebowitz Affidavit**"), there are numerous references to Globe's liquidity and credit arrangements and to the cash position of Globe and its subsidiaries. However, in the absence of an guarantee by Globe of QSI's obligations, DCC has no contractual rights against Globe to enforce any of its intentions as set out in the Lebowitz Affidavit.

35. The financial covenant of Wacker appears to have been sufficient to qualify it as a bidder in the process. In addition, the Wacker Bid provides (in section 7.1) that in the event of any assignment of the Wacker Bid to an affiliate, the appropriate guarantees will be given.

36. The QSI Bid includes the assignment and assumption of various agreements related to the Joint Venture, but not all of the documents comprising the Joint Venture Agreement, and in particular, not the Framework Agreement, the Business Transfer Agreement or any of their terms. This eliminates, among other things, the parent guarantee and the BSI Indemnities.

37. The QSI Bid provides that the Vendors shall use "commercially reasonable efforts" to obtain necessary consents for the assignment of contracts, including the consent of DCC.

38. Prior to the auction, DCC had informed QSI of its expectation that QSI would assume the Framework Agreement. Nonetheless, QSI has chosen not to. This is in contrast to the Wacker Bid, in which Wacker has agreed to assume the Framework Agreement, subject to certain limitations described in the Wacker Bid, and, in addition, to contribute up to 75% of certain potential liabilities that would have been subject to the BSI Indemnities in the Framework Agreement.

39. Although DCC had indicated to all bidders that it met with prior to the auction that its expectation was that bidders desiring its consent should assume all obligations under the Framework Agreement, DCC also indicated that it was available for further discussion and would consider suggestions from bidders for alternative ways to address the BSI Indemnities. A representative of the Monitor was present for all such discussions. DCC also offered to attend the auction in the event that bidders wished to make proposals to it regarding its consent. DCC was not given the opportunity to be present at the auction but was asked by the Monitor to be available by telephone on the date scheduled for the auction in the event that bidders wished to consult with DCC. The appropriate representatives of DCC were available on such date, but received no requests for discussions with bidders.

40. On the day following the date scheduled for the auction, but without prior notice, DCC was asked, through its counsel, if it could be available immediately for a call with one bidder who believed it had a proposal that would be acceptable to DCC and wished to discuss it with DCC with a view to removing the DCC consent condition from its bid.

41. The first time that both of the appropriate representatives of DCC were available was at 1:30 pm that day. I am advised by my counsel that on learning from the Monitor that this timing

was problematic, she suggested alternatives which could permit the discussions with the requesting bidder to take place earlier. These were not entertained by the Monitor. In any event, the bidder in question was denied the opportunity to make its proposal to DCC.

42. DCC is unwilling to provide its consent to the assignment of the contracts under the terms of the QSI Bid as presently structured since QSI (i) has not demonstrated its ability to assume the financial obligations of a partner in the Joint Venture and its bid does not contemplate any guarantee in favour of DCC by Globe and (ii) has excluded the Framework Agreement and thereby purports to take the all of the benefits, but not all of the burdens of the Joint Venture Agreement.

43. The exclusion of the Framework Agreement from the contracts to be assigned as part of the proposed sale artificially and fundamentally upsets the balance of obligations that was struck in the Joint Venture Agreement, to the disadvantage of DCC and the Joint Venture itself. The QSI Bid does not adequately address the interests of DCC, the Joint Venture, or third party stakeholders of the business of the Joint Venture. The effect of the bid is to remove from the Joint Venture Agreement ongoing obligations in the Framework Agreement that gave stability to the Joint Venture and are fundamental to the Joint Venture Agreement. For example, the absence of parent guarantees deprives the Joint Venture of assurances that the business will remain adequately capitalized. Without those guarantees, DCC and stakeholders of the Joint Venture – employees, creditors and others – do not have any assurance that the new partner will be in a position to meet its obligations.

44. The exclusion of the indemnities provided in the Framework Agreement is also to the direct and concrete disadvantage of both DCC and the estate of BSI, as the absence of an

indemnity for the post-retirement benefit and pension claims creates the potential for a substantial claim by DCC against the estate of BSI, reducing the assets available for other creditors of BSI. Given the insignificant difference between the monetary consideration payable to the vendor under each of the QSI and Wacker bids, the selection of the QSI Bid appears to have taken place without any attempt to take into account the potential impact of this claim or the value to BSI represented by the assumption of additional BSI obligations under the Framework Agreement. Any evaluation of competing bids must not only take into account the price proposed in the bids, but other consideration provided in the form of assumed liabilities. The assumption of liabilities by one bidder reduces the claims that acceptance of the other bid may create for the estate.

45. Indeed, the Court-approved bidding procedures ("**Bidding Procedures**") that govern the sales process, expressly require factors other than the total proposed cash consideration to be considered in the auction process. A copy of the Bidding Procedures is appended to the Kalins Affidavit and marked as Exhibit "A". Pursuant to Section 9(b) of the Bidding Procedures, the "Bid Assessment Criteria" include several factors that must be considered by Timminco and BSI and requires them to "take into account" factors that they "reasonably deem to be relevant to the value" specifically including, *inter alia* "the proposed assumption of any liabilities, if any"; "the likelihood, extent and impact of any potential delays in closing"; and "the impact of the contemplated transaction on any actual or potential litigation".

46. I am not aware of any specific evidence that due regard was given in the auction process to these factors as they may be affected by the failure of the QSI Bid to assume the Framework Agreement obligations.

47. The willingness or unwillingness of a bidder to assume the Framework Agreement, or otherwise address the assumption of the BSI indemnities therein, is particularly relevant given that Local 184 of the Communications, Energy and Paperworkers Union of Canada ("**CEP**") filed two grievances in February 2012 alleging that the Partnership is liable as a co-employer with BSI for BSI's obligations under its post-retirement benefits and pension plans in respect of BSI retirees.

48. As described earlier, the Wacker Bid assumes the Framework Agreement, subject to certain conditions and limitations. Notably, in its bid, Wacker agrees to pay 75% of the obligations that BSI had under s. 6.7(f) of the Framework Agreement, which was BSI's indemnity of up to $5,000,000 for post-retirement benefit costs associated with transferred employees who were nearing retirement. The Wacker Bid also contains an indemnity in favour of the Partnership and DCC for up to 75% of the amount that the Partnership, DCC or Wacker may collectively be held liable in connection with the BSI pension and benefit plans (which are the very claims at issue in the CEP grievance), subject to certain conditions, including DCC's willingness to assume 25% of such costs and provide its consent to the Wacker Bid.

49. In contrast to the QSI Bid, the Wacker Bid recognizes that the documents that make up the Joint Venture Agreement cannot be isolated from one another and Wacker assumes them (with some limitations in the case of the Framework Agreement) with a view to becoming a full partner in the Joint Venture.

50. The apparent failure of the Company or the Monitor to place adequate value on the assumption of some or all of these liabilities, the likelihood of a bidder obtaining DCC's consent,

and the potential for a claim against the estate by DCC or others if liabilities were not assumed by a bidder, was effectively a failure to properly compare the relative merits of the bids.

51. Given that the QSI Bid:

(a) attempts to take all of the rights under the Joint Venture Agreement but exclude significant obligations that benefit the Joint Venture and its stakeholders;

(b) could result in a substantial claim against BSI to the detriment of the estate and its creditors; and

(c) is made by a company who was unable to qualify in the bid process without the financial covenant of its parent;

DCC asks the Court to not approve the QSI Bid.

52. This is not a situation in which the Court does not have an alternative bid to approve. Even without giving effect to the reduction of a potential claim against the estate, the difference between the monetary consideration in each of the QSI Bid and the Wacker Bid is not significant.

53. DCC has prepared a list of terms for its consent ("**DCC Consent Terms**") which it has provided to both bidders.

54. The DCC Consent Terms include a number of items that QSI did not include in the QSI Bid. As of the time of swearing this affidavit, QSI has not agreed to the DCC Consent Terms.

55. Given the existing terms of the Wacker Bid and subsequent discussions between DCC and Wacker, DCC is confident that an agreement can be reached quickly on terms that will be acceptable to DCC to allow it to consent to the Wacker Bid, so long as Wacker knows that once such approval is provided by DCC the Wacker Bid would be approved by the Court as the successful bid.

SWORN BEFORE ME at the
City of Midland, in the State of Michigan,
U.S.A, on May 14, 2012.

Notary
Lora L. Davis
NOTARY PUBLIC, STATE OF MICHIGAN, COUNTY OF BAY
MY COMMISSION EXPIRES AUGUST 14, 2014
ACTING IN THE COUNTY OF Bay
DATE: 5-14-2012

Joseph T. Rinaldi
Vice President of Finance

DOW CORNING CORPORATION
CORPORATE
SEAL
1943
MICHIGAN

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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Court CV-12-9539-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

AFFIDAVIT OF JOE RINALDI

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Québec

CERTIFICAT DE MODIFICATION

Loi sur les compagnies, Partie IA
(L.R.Q., chap. C-38)

J'atteste par les présentes que la compagnie

SILICIUM QUÉBEC COMMANDITÉ INC.

a modifié ses statuts le ***1ER OCTOBRE 2010***, en vertu de la partie IA de la Loi sur les compagnies, comme indiqué dans les statuts de modification ci-joints.

DOW CORNING CORPORATION CORPORATE SEAL 1943 MICHIGAN

Déposé au registre le 1er octobre 2010
sous le numéro d'entreprise du Québec 1166775933

Registraire des entreprises Québec

Registraire des entreprises

E130C13Q39550OA

LEX-304 (2008-09)

Registraire des entreprises
Québec

Statuts de modification

Loi sur les compagnies (L.R.Q., c. C-38, partie IA)

1. Nom - Inscrire le nouveau nom de la compagnie si celui-ci est modifié et inscrire le nom antérieur à la section 5.
ou
- Inscrire le nom actuel si vous le conservez et inscrire S. O. à la section 5.

Numéro d'entreprise du Québec
NEQ 1 1 6 6 7 7 5 9 3 3

QUÉBEC SILICON GENERAL PARTNER INC.
SILICIUM QUÉBEC COMMANDITÉ INC.

Marquer la case d'un X si vous demandez un numéro matricule (compagnie à numéro) au lieu d'un nom. ☐

2. Les statuts de la compagnie sont modifiés de la façon suivante :

Section 5 of the Articles of Incorporation shall be repealed and replaced with Schedule A of the attached Articles of Amendment.

3. Date d'entrée en vigueur (si différente de la date du dépôt des statuts de modification) pour les demandes qui ne sont pas visées par la section 4.

Date postérieure à celle du dépôt : Année Mois Jour 2010 10 01

4. Modification des statuts en vertu de l'article 123.140 et suivants de la Loi sur les compagnies

Marquer la case d'un X si la demande de modification est présentée pour rectifier une illégalité, une irrégularité ou pour y insérer une disposition requise par la Loi sur les compagnies :

- qui ne porte pas atteinte aux droits des actionnaires ou des créanciers (art. 123.140) : ☐
- qui peut porter atteinte aux droits des actionnaires ou des créanciers - joindre copie du jugement (art. 123.141). ☐

Date d'entrée en vigueur (la modification rétroagit à la date du certificat accompagnant les statuts que l'on modifie, à moins que les présents statuts ou le jugement ne mentionnent une date ultérieure) : Année Mois Jour

5. Nom antérieur à la modification (si différent de celui mentionné à la section 1).

Réservé à l'administration
Québec
Déposé le
30 SEP. 2010
Le registraire des entreprises

Signature de l'administrateur autorisé

Si l'espace prévu est insuffisant, joindre une annexe remplie en deux exemplaires, identifier la section correspondante et numéroter les pages s'il y a lieu.

Signer et retourner les deux exemplaires avec votre paiement.
Ne pas télécopier.

Ministère du Revenu

LE-50.0.11.04 (2009-05)

SCHEDULE A

QUÉBEC SILICON GENERAL PARTNER INC.
(the "Company")

5. Description du capital-actions

The authorized share capital of the Company is composed of:

An unlimited number of Class A shares, without nominal or par value.
An unlimited number of Class B shares, without nominal or par value.

The description of the rights, privileges, restrictions and conditions attaching to the Class A and Class B shares is as follows:

1. DEFINITIONS

For the purpose of Schedule A to the articles of the Company and in addition to the other terms defined herein:

1.1 "Absolute Control" means:

1.1.1 in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting securities of such Person carrying all of the voting rights attaching to all voting securities of such Person (other than Qualifying Shares) and which are sufficient, if exercised, to elect the entirety of its board of directors; and

1.1.2 in relation to a Person that is a partnership, limited partnership, mutual fund trust, trust or other similar unincorporated entity or association of any nature, the ownership, directly or indirectly, of voting securities of such Person (including the general partner thereof, as the case may be) carrying all of the voting rights attaching to all voting securities of such Person (including the general partner thereof, as the case may be) or the ownership of all of the other interests or rights entitling the holder thereof to exercise exclusive control and direction over the management and policies of such Person, as the case may be; and "**Absolutely Controls**" and "**Absolutely Controlled**" shall have similar meanings;

1.2 "**Affiliates**" means, in relation to any Person, any other Person that, directly or indirectly, (i) Absolutely Controls the first-mentioned Person, (ii) is Absolutely Controlled by the first-mentioned Person or (iii) is under common Absolute Control with the first-mentioned Person;

1.3 "**Amended and Restated Limited Partnership Agreement**" means the amended and restated limited partnership agreement among BSI, DCC LP Canco and the Company, dated as of the Closing Date, as the same may be amended from time to time;

1.4 "**Annual Budget**" has the meaning ascribed thereto in Section 6.1.4;

1.5 "**applicable Law**" has the meaning ascribed thereto in the definition of Laws;

1.6 "**BSI**" means Bécancour Silicon Inc., a corporation organized under the laws of Québec;

1.7 "**BSI Parent**" means Timminco Limited, a corporation organized under the laws of Canada;

1.8 "**Business Day**" means any day of the year, other than a Saturday, Sunday or other day on which banks are closed for business in Montréal, Québec or New York, New York;

1.9 "**Change of Board Representation Event**" means any of the following events:

1.9.1 The foreclosure by any lender to BSI or any of its Affiliates regarding the Class A Shares or Partnership Interest of BSI or its Affiliates, or their interests in the Supply Agreement;

1.9.2 BSI and its Affiliates fail to take at least twenty-five percent (25%) of the output of the Facility over a two-year period (unless and until BSI and its Affiliates acquire at least forty percent (40%) of the output for a subsequent two-year period of time); or

1.9.3 BSI fails to make a Mandatory Capital Contribution (as defined in the Amended and Restated Limited Partnership Agreement), unless DCC GP Co also fails to make its corresponding Mandatory Capital Contribution.

1.10 "**Change of Control Event**" means the occurrence of any of the following: (a) the direct or indirect transfer, conveyance or other disposition (other than by way of merger, amalgamation or other consolidation), in one or a series of related transactions, of all or substantially all of the properties and assets of: (i) BSI Parent and its subsidiaries, or (ii) the Change of Control Member and its subsidiaries, taken as a whole, to any Person or group of Persons acting together for the purpose of acquiring such properties and assets; (b) the consummation of any transaction or series of related transactions (including, without limitation, any merger, amalgamation or other consolidation) the result of which is that any Person or group of Persons acting together for the purpose of acquiring, holding or disposing of the securities of BSI Parent or the Change of Control Member acquires Control of BSI Parent or the Change of Control Member, as applicable, other than an Affiliated Person of BSI Parent or the Change of Control Member on the Closing Date (but including any holding company formed by BSI Parent subsequent to the Closing Date as part of an internal restructuring); (c) the consummation of any transaction or series of related transactions (including, without limitation, any merger, amalgamation or other consolidation) the result of which is that the beneficial owners of the share capital or other equity interests of BSI Parent or the Change of Control Member, as applicable, immediately prior to such transaction or transactions cease to be the beneficial owners, in the aggregate, of at least such number of voting securities sufficient to Control the surviving or resulting entity of such transaction or transactions; or (d) during any period of two (2) consecutive years, individuals who at the beginning

of such period constituted the board of directors of BSI Parent (together with any new directors whose election by the board of directors or whose nomination for election by the shareholders of BSI Parent was approved by a vote of a majority of the directors then still in office who were directors at the beginning of such period or whose election or nomination for election was previously approved) cease to constitute a majority of the directors then in office; provided, that in the case of any of clauses (a)(ii), (b) or (c) above, if the Shares or Partnership Interests held by the Change of Control Member constitute all or substantially all of the assets of the Change of Control Member, then such event shall not constitute a Change of Control Event, but rather shall be deemed a Transfer. Notwithstanding the above, (x) no purchase of securities of BSI Parent by Advanced Metallurgical Group N.V. or its Affiliated Persons (collectively, "AMG") shall constitute a Change of Control Event and a public sale of equity interests in BSI Parent shall not, in and of itself, represent a Change of Control Event, and (y) the acquisition of beneficial ownership of 40% or more of the outstanding shares of BSI Parent by any Person or group of related Persons shall constitute a Change of Control Event if said position is greater than that held by AMG. The Shareholders agree and acknowledge that, as of the date hereof, the sale or other transfer of the securities of BSI to any Person or group of Persons other than an Affiliate of BSI constitutes a Transfer rather than a Change of Control Event and that any such sale or transfer at a future date would be a Change of Control Event or Transfer, as the case may be, depending on the circumstances at such time;

1.11 "Change of Control Member" means any affiliate of BSI Parent that, directly or indirectly, owns Shares or a Partnership Interest, so long as the Shares and the Partnership Interest do not constitute all or substantially all of its assets;

1.12 "Class A Shares" means the Class A shares in the share capital of the Company;

1.13 "Class A Shareholders" means the registered holders of Class A Shares from time to time;

1.14 "Class B Shares" means the Class B shares in the share capital of the Company;

1.15 "Class B Shareholders" means the registered holders of Class B Shares from time to time;

1.16 "Closing Date" means the date on which the Class B Shares are issued to DCC GP Co, and a Partnership Interest is issued to DCC LP Canco, pursuant to the Framework Agreement;

1.17 "Company" means Québec Silicon General Partner Inc.;

1.18 "Control" means:

1.18.1 in relation to a Person that is a corporation, the ownership, directly or indirectly, of voting securities of such Person carrying more than 50% of the voting rights attaching to all voting securities of such Person (Qualifying Shares in the capital of such Person being deemed to be owned by the largest shareholder of such

Person) or which are sufficient, if exercised, to elect the majority of its board of directors; and

1.18.2 in relation to a Person that is a partnership, limited partnership, mutual fund trust, trust or other similar unincorporated entity or association of any nature, the ownership, directly or indirectly, of voting securities of such Person (including the general partner thereof, as the case may be) carrying more than 50% of the voting rights attaching to all voting securities of such Person (including the general partner thereof, as the case may be) or the ownership of more than 50% of other interests or rights entitling the holder thereof to exercise control and direction over the management and policies of such Person, as the case may be; and "**Controls**", "**Controlled**" and "**Controlling**" shall have similar meanings; *provided* that Dow Chemical Company and Corning Incorporated each shall be deemed to be a Person in Control of DCC GP Co Parent so long as it owns at least 50% of the outstanding share capital of DCC GP Co Parent and AMG shall be deemed to be a Person in Control of BSI Parent so long as it owns at least 40% of the outstanding share capital of BSI Parent;

1.19 "**DCC GP Co**" means Dow Corning Netherlands, B.V., a corporation organized under the laws of the Netherlands;

1.20 "**DCC GP Co Parent**" means Dow Corning Corporation;

1.21 "**DCC LP Canco**" means Dow Corning Canada, Inc., a corporation organized under the laws of Canada;

1.22 "**Facility**" means the silicon metal facility located at 6500 Yvon-Trudeau Street, Bécancour, Québec, G9H 2V8 (as more fully defined in the Framework Agreement);

1.23 "**Framework Agreement**" means the framework agreement, dated as of August 10, 2010, by and among DCC GP Co Parent, BSI Parent and BSI, as the same may be amended from time to time;

1.24 "**Governmental Authority**" means any: (i) federal, provincial, regional, local, municipal, foreign, international, multinational, territorial, state or other government, governmental or public department, central bank, court, tribunal, arbitral body, statutory body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; or (iii) quasi-governmental, private body or regulatory entity exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing, including any stock exchange;

1.25 "**IFRS**" means International Financial Reporting Standards, as in effect from time to time;

1.26 "**Laws**" means all statutes, codes, treaties, directives, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, terms and conditions of any grant, approval, permission, authority or license, rulings or awards, policies, voluntary

restraints, guidelines, or any provisions of the foregoing, of any Governmental Authority or self-regulatory entity, in each case which have the force of law, including any interpretation thereof and any decision, doctrine or recommendations from any Governmental Authority or self-regulatory entity, in each case which have the force of law, and general principles of common and civil law and equity, in each case which have the force of law; and "Law" means any one of the foregoing, and the term "applicable," with respect to such Law and in the context that refers to one or more Persons, means that such Law applies to such Person or Persons or its or their business, undertaking, property, assets or securities and emanates from a Governmental Authority or self-regulatory entity having jurisdiction over the Person or Persons or its or their business, undertaking, property, assets or securities;

1.27 "**Partnership**" means "Silicium Québec Société en commandite", in its French language version, and "Québec Silicon Limited Partnership", in its English language version, formed as of August 18, 2010 by BSI and the Company under the laws of the Province of Québec pursuant to the terms of a limited partnership agreement, as amended and restated by the Amended and Restated Limited Partnership Agreement;

1.28 "**Partnership Interest**" means the interest of a Shareholder or one of more of its Affiliates as a special partner in the Partnership consisting of: (i) such Shareholder's or one or more of its Affiliates' interest and share in profits, losses, reserves, holdbacks, allocations and distributions of the Partnership and its common stock (as referred to in the *Civil Code of Québec*); (ii) such Shareholder's or one or more of its Affiliates' capital account maintained on the books of the Partnership; (iii) such Shareholder's or one or more of its Affiliates' right to vote or grant or withhold consents or approvals with respect to Partnership matters (if any) as provided herein or in the *Civil Code of Québec*; and (iv) such Shareholder's or one or more of its Affiliates' other rights, obligations and privileges as provided herein or in the *Civil Code of Québec*, and includes units of the Partnership;

1.29 "**Person**" means any individual, sole proprietorship, partnership, corporation or company, with or without share capital, trust, foundation, joint venture or any other incorporated or unincorporated entity or association of any nature;

1.30 "**Qualifying Shares**" means shares that a Person must hold to qualify as a director of the issuing corporation under applicable Law, or shares held by a Person or Persons (equal to no more than .1% of the issued and outstanding share capital of the issuing corporation) so that the issuing corporation has the minimum number of shareholders or members required under applicable Law;

1.31 "**Security Interest**" means any mortgage, pledge, assignment by way of security, security granted under the *Bank Act* (Canada), hypothec (legal or conventional, immovable or movable, with or without delivery), pledge, security agreement, financing or any other security interest on any property and any and all similar arrangements, conditions or encumbrances on any property that in substance secure payment or performance of an obligation, including any and all similar arrangements, conditions or encumbrances on any property under any Law applicable to any Shareholder;

1.32 "**Shareholders**" means the Class A Shareholders and the Class B Shareholders;

1.33 "**Shareholders Agreement**" means the shareholders agreement with respect to the Company, dated as of the Closing Date, among BSI, DCC GP Co and the Company, as the same may be amended from time to time;

1.34 "**Shares**" means the Class A Shares and the Class B Shares;

1.35 "**Special Majority of the Board**" means a majority of the board of directors of the Company which includes at least one Class A Director and one Class B Director;

1.36 "**Supply Agreement**" means the agreement among the Partnership, BSI and DCC GP Co Parent (or their permitted designees), dated as of the Closing Date, and as the same may be amended from time to time, regarding the supply and allocation of silicon metal output from the Business (as defined in the Amended and Restated Limited Partnership Agreement);

1.37 "**Transfer**" means, in respect of Shares, a transfer, sale, exchange, assignment, creation of a Security Interest or other encumbrance or disposition, including the grant of an option or other right, whether directly or indirectly through the transfer of equity interests of an Affiliate substantially all of whose assets are comprised of a Partnership Interest or Shares, whether voluntarily, involuntarily, by operation of law or pursuant to a merger, consolidation or similar business combination, of or in relation to such Shares; provided, that (i) a transfer of equity interests in BSI Parent shall not be deemed a Transfer (although may represent a Change of Control Event), (ii) a transfer of the equity interests of DCC GP Co Parent shall not be deemed a Transfer, (iii) a reorganization involving BSI and BSI Parent whereby BSI is merged or wound-up into BSI Parent shall not be deemed a Transfer and a reorganization of DCC GP Co and DCC GP Co Parent (or one of its Affiliates) whereby DCC GP Co is merged or wound-up into DCC GP Co Parent (or one of its Affiliates) shall not be deemed a Transfer and (iv) "**Transferred**", "**transferred**", "**Transferor**" and "**Transferee**" each have a correlative meaning. The foregoing notwithstanding, the grant of a Security Interest in Shares to a financial institution in connection with any *bona fide* loan to a Shareholder or its Affiliates from such financial institution in which such financial institution does not have the power to vote or dispose of such Shares other than in case of a default caused by the action or inaction of such Shareholder, and, in such case, such financial institution holds the Shares subject to the terms and conditions of the Amended and Restated Limited Partnership Agreement and the Shareholders Agreement and which Security Interest shall be automatically released upon a Shareholder's or one of its Affiliate's exercise of any call rights under Sections 10.7 and 16.5 (or any successor provisions) of the Amended and Restated Limited Partnership Agreement, shall not be deemed a Transfer.

2. DIVIDENDS

2.1 The Class A Shareholders and Class B Shareholders will be entitled to receive dividends if, as and when declared by the board of directors of the Company out of the assets of the Company properly applicable to the payment of dividends, in such amounts and payable in such manner as the board of directors may from time to time determine,

provided that no dividends may be declared or paid on either class of Shares without the declaration or payment, as the case may be, of an equal dividend per Share on the other class of Shares. The Class B Shareholders shall have the right to elect to receive payment of any dividend in U.S. dollars in the U.S. dollar equivalent amount.

3. PARTICIPATION UPON LIQUIDATION, DISSOLUTION OR WINDING-UP

3.1 In the event of the liquidation, dissolution or winding-up of the Company or other distribution of assets of the Company among its shareholders for the purpose of winding up its affairs, the Class A Shareholders and Class B Shareholders will be entitled to participate in the distribution on a *pari passu* basis.

4. VOTING RIGHTS

4.1 The Class A Shareholders and Class B Shareholders will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Company and to one vote in respect of each Share held at all such meetings, with the exception of meetings at which, in accordance with these provisions or applicable Law, only the holders of one class of Shares are entitled to vote, in which case only the holders of that class of Shares will be entitled to receive notice of, attend and vote at such meeting.

5. ELECTION OF DIRECTORS

5.1 Until the occurrence of a Change of Board Representation Event:

5.1.1 the Class A Shareholders shall be required, voting separately as a class, to nominate and elect directors of the Company such that, at any given time, exactly three directors of the Company have been nominated and elected by the Class A Shareholders (the "Class A Directors"); and

5.1.2 the Class B Shareholders shall be required, voting separately as a class, to nominate and elect directors of the Company such that, at any given time, exactly two directors of the Company have been nominated and elected by the Class B Shareholders (the "Class B Directors").

5.2 Upon the occurrence of a Change of Board Representation Event:

5.2.1 the number of Class A Directors that Class A Shareholders shall be required to nominate and elect pursuant to this Section 5 shall be reduced from three to two and the number of Class B Directors that Class B Shareholders shall be required to nominate and elect pursuant to this Section 5 shall be increased from two to three; and

5.2.2 if the Class A Shareholders do not promptly remove a Class A Director upon the occurrence of a Change of Board Representation Event, the Class B Shareholders shall be entitled to remove any one of the Class A Directors in order to reduce the number of directors nominated and elected by the Class A Shareholders from three to two.

5.3 The Class A Shareholders may remove a Class A Director and the Class B Shareholders may remove a Class B Director, and nominate and elect a replacement director, at any time, by written notice to the holders of the other class of Shares. If a director should be or become unavailable to serve or otherwise fail to vote or act as a director to carry out the terms of the Shareholders Agreement, then, at the written request of the holders of either class of Shares, the holders of the class of Shares whose director has not acted will immediately designate by notice in writing to the holders of the other class of Shares and nominate and elect an individual to serve as a replacement director to carry out the terms of the Shareholders Agreement.

5.4 To the extent that any Shareholder fails to elect the required number of directors, the size of the board of directors shall be automatically adjusted to reflect such failure (but only for so long as such failure continues) and the provisions of Section 6 shall not be applicable for so long as such Shareholder has failed to elect any directors.

6. SIGNIFICANT CORPORATE ACTION

6.1 The following actions of the Company may only be taken after obtaining the approval of a Special Majority of the Board:

6.1.1 *Termination, Liquidation or Dissolution.* Except as otherwise provided in the Shareholders Agreement, any action or steps to terminate, dissolve, wind-up or liquidate the Company or the Partnership, including the filing of any petition under the applicable bankruptcy or insolvency laws;

6.1.2 *Acquisitions.* Any action or steps to have the Company or the Partnership acquire (by merger, consolidation, or acquisition of equity or assets) any corporation, partnership or other business organization or division thereof;

6.1.3 *Formation of Subsidiaries.* The formation of any subsidiary by the Company;

6.1.4 *Annual Budgets.* The approval or material modification of the annual operating and capital budget of the Partnership and of the Company (the "Annual Budget");

6.1.5 *Cash Calls.* The adoption or modification of any cash-call forecast of the Partnership and the effecting of any cash calls by the Partnership, other than as contemplated in the Annual Budget or the provisions of the Amended and Restated Limited Partnership Agreement;

6.1.6 *Intellectual Property.* The sale, disposition, license, transfer or encumbrance by the Partnership of any material intellectual property;

6.1.7 *Change to Partnership's Operations.* A change to the Partnership's operations that would materially adversely affect the overall output or production levels of the products contemplated by the Supply Agreement (without the consent of the relevant third parties to the various output agreements);

6.1.8 *Acquisition or Sale of Assets.* The acquisition, sale, lease or disposition of any material assets by the Company or the Partnership which, individually or in the aggregate, have a value of over $500,000, individually, or $2,000,000 in the aggregate in any twelve-month period, except (i) as contemplated in the Annual Budget, or (ii) for acquisitions, sales, leases or dispositions in the ordinary course of business;

6.1.9 *Indebtedness.* Any borrowing of money by the Partnership or by the Company or the issuing of promissory notes, evidences of indebtedness or other negotiable or non-negotiable instruments by the Partnership or the Company (except for working capital borrowings in the ordinary course of business) and, in each case, the aggregate consideration therefor exceeding $500,000, other than as contemplated in the Annual Budget (if pursuant to a facility or facilities then in effect);

6.1.10 *Contractual Obligations.* The entering into of any agreement by the Company or the Partnership (other than purchase orders in the ordinary course of business) with annual payment obligations expected to exceed $500,000 or which has a duration of three years or more and under which payments are expected to exceed $1,500,000 in the aggregate or the entering into by the Company or the Partnership of any power supply agreement or collective bargaining agreement, other than as contemplated in the Annual Budget;

6.1.11 *Guarantees, Loans.* The assumption, guarantee or endorsement of the obligations of any other Person by the Company or the Partnership, or the making by the Company or the Partnership of any loans, advances or capital contributions, or investments in, any other Person, other than short-term investments of cash on hand in the ordinary course of business;

6.1.12 *Dividends and Distributions.* The declaration, setting aside or payment of any dividend or other distribution to equity-holders by the Company or the Partnership, irrespective of the form of such dividend or distribution, other than certain special distributions expressly permitted by the Amended and Restated Limited Partnership Agreement, distributions for the payment of taxes in accordance with the Amended and Restated Limited Partnership Agreement or otherwise pursuant to dividend or distribution policies agreed to by the Shareholders from time to time;

6.1.13 *Settlement of Debt.* The repurchase or redemption by the Company or the Partnership of any security or debt (except to the extent such debt is due according to its terms) other than the Note (as defined in the Amended and Restated Limited Partnership Agreement);

6.1.14 *Issuance of Securities.* The issuance or sale by the Company or the Partnership of any security, the registration of any security under the *Securities Act* (Québec) or the grant of registration rights with respect to any security;

6.1.15 *Related Party Transactions.* The entrance into by the Company or the Partnership of any transaction or series of related transactions with a value greater than $500,000 with any Shareholder or partner of the Partnership or any of their Affiliates (other than pursuant to an existing agreement contemplated by the Framework Agreement to remain in effect following the closing thereunder or any Ancillary Agreement (as defined in the Framework Agreement)) or any amendment of an existing agreement;

6.1.16 *Guarantee by the Partnership.* The entrance into any agreements where the Company or the Partnership is, directly or indirectly, assuming responsibility for the performance of any obligation of the partners of the Partnership or Shareholders or any of their Affiliates, as applicable;

6.1.17 *Amendment to Organizational Documents.* The amendment of any provision of the Company's organizational documents;

6.1.18 *Litigation.* The settlement of any litigation to which the Company or the Partnership is a party for an amount in excess of $750,000 or on terms which may reasonably have a material adverse effect on the Partnership's ability to perform its obligations under the Supply Agreement;

6.1.19 *Accounting.* Any material change in accounting or tax practices of the Company or the Partnership, except as may be required by applicable Law or in connection with the conversion to IFRS as of January 1, 2011;

6.1.20 *Auditors.* Any change in the auditors of the Company or the Partnership; and

6.1.21 *Compensation.* Any material increase in the compensation or benefits of any officer of the Company.

7. PROHIBITION ON TRANSFER

7.1 For a period of five (5) years after the Closing Date, no Shareholder shall Transfer all or any of its Shares except with the prior written agreement of the other Shareholder (which consent may be withheld for any or no reason), except as provided in Section 12.1. In addition, except as provided in Section 12.1, no Shareholder may at any time Transfer less than all of its Shares. All permitted Transfers (other than Transfers contemplated by Section 12.1) are subject to a corresponding Transfer of all of a Shareholder's (or, as applicable, its Affiliate's) Partnership Interest and, except where otherwise expressly provided, its (or, as applicable, its Affiliate's) rights and obligations under the Supply Agreement. For the purposes of Sections 7, 8, and 9, all references to a Transfer of Shares shall be deemed to include, except where otherwise expressly provided, a corresponding Transfer of such Partnership Interest and rights and obligations under the Supply Agreement. Similarly, for purposes of Sections 10 and 11, all references to Shares shall be deemed to include, except where otherwise expressly provided, such Shareholder's (or, as applicable, its Affiliate's) Partnership Interest and rights and obligations under the Supply Agreement. To the extent that the provisions of Sections 7, 8, 9, 10 or 11, however, are not, for any reason, deemed applicable to such

Shareholder's (or, as applicable, its Affiliate's) Partnership Interest and rights and obligations under the Supply Agreement, then the provisions of Sections 7, 8, 9, 10 and 11 shall still be deemed to apply to the Shares. In addition, to the extent that a Shareholder and/or any of its Affiliates has agreed to other restrictions on Transfer that may be contained in the Shareholders Agreement or the Amended and Restated Limited Partnership Agreement, which are in full force and effect, no Transfer of Shares may be effected by such Shareholder unless the Transfer complies with such other restrictions. Furthermore, to the extent that such restrictions are in full force and effect and the Transfer complies with such restrictions, then the provisions of Sections 7, 8, 9, 10 and 11 shall also be deemed to have been complied with.

7.2 Notwithstanding anything herein to the contrary, no Shareholder shall be entitled to Transfer any Shares at any time if such Transfer would violate applicable Laws.

7.3 Any purported Transfer by a Shareholder of all or any of its Shares other than in accordance with the Shareholder Agreement and these provisions shall be null and void, and the Company shall refuse to recognize any such Transfer of such Shares for any purpose and shall not reflect in the Register any change in ownership of such Shares pursuant to any such Transfer.

7.4 For the purposes of this Section 7, reference to a Shareholder shall mean a Shareholder and any of its Affiliates that hold Shares issued to them by the Company or transferred to them by an Affiliate in accordance with these provisions.

8. RIGHTS OF FIRST REFUSAL

8.1 Following the 5-year period immediately following the Closing Date, if a Shareholder desires to Transfer all (but not less than all) of its Shares and such Shareholder shall have received a bona fide written proposal from a third party to acquire its Shares which otherwise complies with these provisions (a "Third Party Offer"), then the Transfer shall be permitted as provided herein, subject to a right of first refusal in favor of the other Shareholder in accordance with the following provisions:

8.1.1 The transferring Shareholder shall provide the other Shareholder having a right of first refusal under this Section 8.1 with written notice (an "Offer Notice") of its desire to Transfer its Shares. The Offer Notice shall state that such Shareholder wishes to Transfer its Shares, the name and identity of the transferees, the proposed purchase price for its Shares and any other terms and conditions material to the sale set forth in the bona fide offer and contain a copy of the bona fide offer.

8.1.2 The other Shareholder shall have a period of up to thirty (30) days following receipt of an Offer Notice from the transferring Shareholder to elect to purchase (or to cause one of its Affiliates to elect to purchase) all of such transferring Shareholder's Shares on the terms and conditions set forth in the Offer Notice, by delivering to the transferring Shareholder a written notice of such election.

8.1.3 If the other Shareholder elects to purchase (or to cause one or more of its Affiliates to elect to purchase) all of the Shares which are the subject of the Third-Party Offer, on the terms and conditions set forth in the Offer Notice within the applicable 30-day period, such purchase shall be consummated within three months (or such longer period as may be reasonably required to obtain any necessary regulatory approval) after the date on which the purchasing Shareholder notifies the transferring Shareholder of such election.

8.1.4 If neither the other Shareholder nor any of its Affiliates elects to purchase, in the aggregate, all of the transferring Shareholder's Shares on such terms and conditions within such initial 30-day period, the transferring Shareholder may Transfer such Shares to the proposed transferee at any time within six months following such period on terms and conditions, including purchase price, no more favorable to the transferee than those specified in the Offer Notice.

8.2 For the purposes of this Section 8, reference to a Shareholder shall mean a Shareholder and any of its Affiliates that hold Shares that were issued to them by the Company or transferred to them by an Affiliate in accordance with these provisions.

9. TAG ALONG RIGHTS

9.1 If, following the 5 year period immediately following the Closing Date and after complying with the conditions of Section 8.1, a Shareholder proposes to accept a Third-Party Offer, the other Shareholder may exercise tag-along rights with respect to its Shares in accordance with the following provisions (any such Shareholder exercising such rights, a "Tagging Shareholder").

9.2 The Tagging Shareholder shall have a period of ten (10) days following the expiration of the period in which it must determine whether to elect to purchase all of the transferring Shareholder's Shares pursuant to Section 8.1.2 within which to elect (and if so, to provide the transferring Shareholder with an irrevocable written notice to that effect) to sell its Shares on the same terms, conditions and price per Share to the proposed Transferee. If the transferring Shareholder is unable to cause the proposed Transferee to purchase all the Shares proposed to be Transferred by the transferring Shareholder and the Tagging Shareholder, then the transferring Shareholder may not make such Transfer. The transferring Shareholder shall have a period of sixty (60) days following the expiration of the 10-day period mentioned above to sell all the Shares agreed to be purchased by the Shareholder, on the payment terms specified in the Third-Party Offer. The sale of the Tagging Shareholder's Shares shall occur simultaneously with the sale of the transferring Shareholder's Shares.

9.3 The Tagging Shareholder shall agree to (i) make substantially the same representations and warranties to the Transferee with respect to itself and related items as the transferring Shareholder makes with respect to itself and related items in connection with the Transfer, (ii) substantially the same covenants, indemnities and agreements with respect to itself and related items as agreed by the transferring Shareholder with respect to themselves and related items in connection with the Transfer (other than any non-competition or similar agreements or covenants that would bind such Tagging

Shareholder or its Affiliates), and (iii) substantially the same terms and conditions to the Transfer of Shares as the transferring Shareholder agrees. Notwithstanding the foregoing, however, all such representations, warranties, covenants, indemnities and agreements shall be made by the Tagging Shareholder and the transferring Shareholder severally and not jointly. Notwithstanding anything herein to the contrary, there shall be no liability on the part of the transferring Shareholder in the event that the proposed Transfer shall not be consummated for whatever reason. Whether a sale of the Shares is effected by a transferring Shareholder shall be in the sole discretion of such transferring Shareholder.

9.4 For the purposes of this Section 9, reference to a Shareholder shall mean a Shareholder and any of its Affiliates that hold Shares issued to them by the Company or transferred to them by an Affiliate in accordance with these provisions.

10. PUT RIGHTS UPON A CHANGE OF CONTROL EVENT

10.1 A put right in favor of the Class B Shareholder with respect to its Class B Shares shall be applicable in accordance with the following provisions if BSI Parent or a Change of Control Member is the subject of a Change of Control Event.

10.1.1 In the event that the Class B Shareholder elects to sell its Class B Shares to the Class A Shareholder in accordance with this Section 10, the Class B Shareholder (or its Affiliate) shall have the right, at its sole option, to retain all or any portion of its rights (and the corresponding obligations) under the Supply Agreement for a period of up to two (2) years, with any amendments or modifications as may be mutually agreed to by the Shareholders.

10.1.2 In the event the Class B Shareholder is interested in the possibility of selling its Class B Shares to the Class A Shareholder, the Class B Shareholder shall notify BSI Parent or such Change of Control Member, as applicable, that it wishes to consider such a sale of its Shares in the manner described below in this Section, provided that such notice must be provided within thirty (30) Business Days of the date the Class B Shareholder received the Put Notice (as defined in the Amended and Restated Limited Partnership Agreement, and the date that such notice of consideration of a sale is provided by the Class B Shareholder, or, if no notice is given, the date on which the Class B Shareholder first learns that such an event has occurred, the "**Put Trigger Date**"). The fair market value of the Class B Shareholder's Shares (the "**Valuation Price**") shall be determined in accordance with Section 10.6.3 (or any successor provision) of the Amended and Restated Limited Partnership Agreement. The Class B Shareholder shall have up to fifteen (15) days following the determination of the Valuation Price to elect to sell all of its Shares to the Class A Shareholder for an amount in cash equal to the Valuation Price by delivering to BSI Parent or Change of Control Member, as applicable, a written notice of such election within such 15-day period.

10.1.3 If the Class B Shareholder elects to sell its Shares to the Class A Shareholder, the closing of the sale of its Shares, for an amount in cash equal to the Valuation Price, shall occur within thirty (30) days of delivery to BSI Parent or Change of

Control Member, as applicable, of the written notice of such election as provided in Section 10.1.2, or such longer period as may be required to permit receipt of any required regulatory approval and such closing shall be conditioned on the closing of the Change of Control Event (to the extent that such Change of Control Event has not already occurred). At the closing of the transactions contemplated by this Section 10.1, the Shareholders shall execute all documents reasonably required to effectuate such transactions. Notwithstanding anything herein to the contrary, there shall be no liability on the part of BSI Parent or Change of Control Member, as applicable, in the event that the Change of Control Event shall not be consummated for whatever reason, and whether BSI Parent or a Change of Control Member consummates a transaction constituting a Change of Control Event shall be in the sole discretion of BSI Parent or such Change of Control Member, as applicable.

10.2 For the purposes of this Section 10, reference to the Class A Shareholder or the Class B Shareholder shall mean a Class A Shareholder or a Class B Shareholder, as applicable, and their respective Affiliates that hold Shares issued to them by the Company or transferred to them by an Affiliate in accordance with these provisions.

11. OTHER CALL RIGHTS

11.1 A Shareholder or one of its Affiliates (the "**Calling Shareholder**") shall be entitled to exercise rights ("**Call Rights**") to purchase all of the Shares of the other Shareholder (the "**Called Shares**"), at a price equal to the Valuation Price of the Called Shares as follows:

11.1.1 The Class B Shareholder shall have Call Rights upon any failure by the Class A Shareholder, following timely delivery by the Class B Shareholder of notice of its intent to sell its Shares pursuant to Section 10.1.2, to comply with its obligations under Section 10.1 within the 30-day period provided for in Section 10.1.3; provided that, following such sale, the Class A Shareholder (or its Affiliate) shall have the right, at its sole option, to retain all or any portion of its rights (and the corresponding obligations) under the Supply Agreement for a period of up to two (2) years, with any amendments or modifications as may be mutually agreed by the Shareholders.

11.1.2 A Shareholder shall have Call Rights upon any continuing and material failure by the other Shareholder or its Affiliates to (a) pay for output taken under the Supply Agreement or (b) make the Partnership whole for a failure to take output under the Supply Agreement, all in accordance with the terms of the Supply Agreement; provided, that, if such failure to pay or make whole is as a result of a dispute as to the amount due, such Call Right shall not be exercisable unless and until the dispute is resolved in accordance with the dispute resolution procedures set forth in the Supply Agreement and such Shareholder remains in default.

11.1.3 If a Shareholder elects to call the Called Shares as permitted hereunder, the closing of the sale of the Called Shares, for an amount in cash equal to the fair market value of the Called Shares (determined in accordance with Section 10.7(d)

(or any successor provision) of the Amended and Restated Limited Partnership Agreement), shall occur within thirty (30) days of delivery to the selling Shareholder of a written notice of such election, or such longer period as may be required to permit receipt of any required regulatory approval. At the closing of the transactions contemplated hereby, the Shareholders and their applicable Affiliates shall execute all documents reasonably required to effectuate such transactions, including, as applicable, the substitution of the Calling Shareholder (or its Affiliate) as the shareholder in the General Partner, the Partner in the Partnership and the party entitled to all of the selling Shareholder's output under the Supply Agreement.

11.2 For the purposes of this Section 11, reference to a Shareholder, the Class A Shareholder or the Class B Shareholder shall mean a Class A Shareholder or a Class B Shareholder, as applicable, and their respective Affiliates that hold Shares issued to them by the Company or transferred to them by an Affiliate in accordance with these provisions.

12. TRANSFERS TO AFFILIATES

12.1 Notwithstanding anything herein to the contrary, any Shareholder may Transfer any Shares to an Affiliate of such Shareholder.

13. RIGHTS AND OBLIGATIONS OF TRANSFEREES

13.1 Any Transferee of Shares pursuant to a Transfer made in accordance with these provisions shall be required, at the time of and as a condition to such permitted Transfer, to become a party to the Shareholders Agreement by executing and delivering such documents as may be necessary, in the reasonable opinion of the non-transferring Shareholder, to effect such matters, whereupon such Transferee will be admitted as a Shareholder for all purposes of the Shareholders Agreement. Upon such permitted Transfer and admission, such Transferee shall be entitled to receive distributions and allocations of income, gain, loss, deduction, credit or similar items to which the transferring Shareholder would be entitled with respect to such Shares and shall be entitled to exercise any of the other rights of a Shareholder with respect to such transferring Shareholder's Shares.

Registraire des entreprises Québec

[redacted]

Déclaration modifiative

Personne morale

2010-10-15 [illegible]

Loi sur la publicité légale des entreprises individuelles, des sociétés et des personnes morales (L.R.Q., c. P-45, art. 34)

Nom de la personne morale - Inscrire le nom apparaissant actuellement au registre des entreprises.

SILICIUM QUÉBEC COMMANDITÉ INC.
QUÉBEC SILICON GENERAL PARTNER INC.

Numéro d'entreprise du Québec (NEQ)

1	1	5	6	7	7	5	9	3	3

Remplir uniquement les sections où une modification doit être effectuée.

1 - Identification - Une modification au nom principal, le remplacement du nom déclaré au registre, lorsque le nouveau nom de la personne morale et celui-ci a été légalement changé. Cette déclaration ne constitue pas une procédure légale de changement de nom. Si ce nom est écrit dans une autre langue que le français, déclarer la version française de ce nom s'il en existe une, sinon voir la section 4B.

A) Nom et domicile

Nouveau nom

Version dans une autre langue, s'il y a lieu

Domicile - Inscrire la nouvelle adresse, s'il y a lieu.

n°	Nom de la rue, app./bureau
Municipalité	Province/État
Code postal	Pays

REÇU LE ANNULÉ 15 OCT. 2010 Registre des entreprises (SPM40)

B) Domicile élu (adresse de correspondance)

Marquer d'un X si vous désirez mettre l'adresse de correspondance élu déclarée au registre ☐

Pour déclarer ou modifier une adresse de correspondance, remplir toutes les cases ci-dessous.

Nom de destinataire

n°	Nom de la rue, app./bureau
Municipalité	Province/État
Code postal	Pays

2 - Forme juridique - Inscrire la seule description à la nouvelle forme juridique. Cette description ne peut être modifiée que dans les limites légales permises.

Codes : CIE Compagnie; MUT Mutuelle d'assurance; SYD Syndicat de copropriété; COP Coopérative; APE Association personnelle; AUT Autre

Code : 1 La description

Si autre, la décrire obligatoirement

Date de constitution

3 - Dispositions particulières - Si l'espace prévu est insuffisant, inscrire vos annexes sur des feuilles supplémentaires, en indiquant votre NEQ et la section correspondante.

A) Continuation ou transformation

Marquer d'un X si la personne morale a fait l'objet d'une continuation ou d'une transformation depuis sa dernière déclaration et inscrire l'information appropriée.

Continuation ☐ Transformation ☐ Mention la plus récente | Loi (province/territoire) | Année | Mois | Jour

B) Fusion ou scission - Marquer d'un X si la personne morale a fait l'objet d'une fusion simplifiée ou d'une scission depuis sa dernière déclaration et inscrire l'information appropriée.

Fusion ☐ Scission ☐ Loi (province/territoire) | Année | Mois | Jour

Inscrire les nom, domicile et numéro d'entreprise du Québec (NEQ), s'il y a lieu, de toutes les personnes morales parties à cette fusion simplifiée des composantes ou à cette scission.

Numéro d'entreprise du Québec (NEQ) 1 1 [illegible]

Nom

n°	Nom de la rue, app./bureau
Municipalité	Province/État
Code postal	Pays

DÉPOSÉ LE 15 OCT. 2010 au registre des entreprises

Numéro d'entreprise du Québec (NEQ) 1 1

Nom

n°	Nom de la rue, app./bureau
Municipalité	Province/État
Code postal	Pays

REÇU LE 15 OCT. 2010 Registre des entreprises (SPM40)

Ministère du Revenu

G181

LE-50.2.11.01 (2009-06)

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Numéro d'entreprise du Québec (NEQ)										
NEQ	1	1	6	8	7	7	6	9	3	3

3 - Dispositions particulières (suite)

C) Avis d'intention de dissolution ou de liquidation - Marquer la case appropriée d'un X.

Lorsque l'avis d'intention de se dissoudre ou requérir à une personne morale régie par la Loi sur les compagnies, une demande de dissolution doit également être présentée au registre des entreprises.

La personne morale déclare qu'elle a l'intention :		La personne morale déclare qu'elle n'a plus l'intention :	
de se liquider car de demander sa liquidation ☐	de se dissoudre ou de demander sa dissolution ☐	de se liquider car de demander sa liquidation ☐	de se dissoudre ou de demander sa dissolution ☐

4 - Informations générales

A) Nature des deux principaux domaines d'activité de la personne morale

En cas de modification, mentionner les deux principaux domaines d'activité.

	Réservé à l'administration
1er domaine d'activité	Code d'activité
2e domaine d'activité (s'il y a lieu)	Code d'activité

B) Nombre de salariés au Québec - Marquer la case appropriée d'un X.

A Aucun ☐	A Un à 5 ☐	C De 10 à 20 ☐	E De 50 à 99 ☐	G De 250 à 499 ☐	I De 750 à 999 ☐	K De 2 500 à 4 999 ☐
	B De 6 à 10 ☐	D De 20 à 49 ☐	F De 100 à 249 ☐	H De 500 à 749 ☐	J De 1 000 à 2 499 ☐	L 5 000 et plus ☐

C) Période d'existence

Si l'entreprise inscrite de la personne morale est limitée dans le temps, inscrire la date de cessation prévue.

Année	Mois	Jour

D) Identification des établissements au Québec

- Tout changement concernant l'établissement principal doit être déclaré dans la section prévue à cette fin.
- Pour ajouter un autre établissement, indiquer le nom, l'adresse complète de cet établissement et les deux principaux domaines d'activité qui y sont exercés.
- Pour modifier ou ajouter soit le nom, l'adresse, les deux principaux domaines d'activité d'un établissement, ou pour déclarer une activité à déclaration obligatoire, inscrire toutes les informations désirées (tel établissement reste inscrit).
- Pour retirer un établissement, cocher la case correspondante (ex. « retrait ») et inscrire les coordonnées de l'établissement concerné.
- Si vous avez choisi d'utiliser un nom déclaré dans un établissement, veuillez également le valider dans la section « Autres noms utilisés au Québec ».

Établissement principal au Québec

Ajout		Retrait de l'établissement principal ☐	Retrait vente de tabac au détail seulement ☐
Nom		Nom	
N°	Nom de la rue, app./bureau	N°	Nom de la rue, app./bureau
Municipalité		Municipalité	
Province	Code postal	Province	Code postal

Principaux domaines d'activité de cet établissement	Réservé à l'administration	Principaux domaines d'activité de cet établissement	Réservé à l'administration
1er domaine d'activité	Code d'activité	1er domaine d'activité	Code d'activité
2e domaine d'activité (s'il y a lieu)	Code d'activité	2e domaine d'activité (s'il y a lieu)	Code d'activité

→ Activité à déclaration obligatoire : Marquer d'un X si vous exploitez un point de vente de tabac au détail (001). ☐

Autres établissements

Ajout		Retrait de cet établissement ☐	Retrait vente de tabac au détail seulement ☐
Nom		Nom	
N°	Nom de la rue, app./bureau	N°	Nom de la rue, app./bureau
Municipalité		Municipalité	
Province	Code postal	Province	Code postal

Principaux domaines d'activité de cet établissement	Réservé à l'administration	Principaux domaines d'activité de cet établissement	Réservé à l'administration
1er domaine d'activité	Code d'activité	1er domaine d'activité	Code d'activité
2e domaine d'activité (s'il y a lieu)	Code d'activité	2e domaine d'activité (s'il y a lieu)	Code d'activité

→ Activité à déclaration obligatoire : Marquer d'un X si vous exploitez un point de vente de tabac au détail (001). ☐

Si l'espace prévu est insuffisant, joindre une annexe remplie en deux exemplaires en indiquant votre NEQ, la section correspondante et les modifications ou ajouts à effectuer.

Numéro d'entreprise du Québec (NEQ)										
NEQ	1	1	6	6	7	7	5	9	3	3

4 - Informations générales (suite)

- Tout changement concernant l'établissement principal doit être déclaré dans la section prévue à cette fin.
- Pour ajouter ou retirer un établissement, inscrire le nom, l'adresse complète de cet établissement et les deux principaux domaines d'activité qui y sont exercés.
- Pour modifier ou ajouter soit le nom, l'adresse, les deux principaux domaines d'activité d'un établissement, ou pour déclarer une activité à déclaration obligatoire, inscrire toutes les coordonnées désignant cet établissement sous « Ajout ».
  Pour retirer un établissement, cocher le case correspondante au « retrait » et inscrire les coordonnées de l'établissement. Pour déclarer la cessation de la vente du tabac au détail, cocher le case correspondante au « retrait » et inscrire les coordonnées de l'établissement concerné.
- Si vous avez cessé d'utiliser un nom déclaré dans un établissement, veuillez également le retirer dans la section « Autres noms utilisés au Québec ».

Autres établissements

Ajout			Retrait de cet établissement ☐		Retrait vente de tabac au détail seulement ☐	
Nom			Nom			
N°	Nom de la rue, appartement		N°	Nom de la rue, appartement		
Municipalité/Ville			Municipalité/Ville			
Province		Code postal	Province		Code postal	
Principaux domaines d'activité de cet établissement		Réservé à l'administration	Principaux domaines d'activité de cet établissement		Réservé à l'administration	
1er domaine d'activité		Code d'activité	1er domaine d'activité		Code d'activité	
2e domaine d'activité (s'il y a lieu)		Code d'activité	2e domaine d'activité (s'il y a lieu)		Code d'activité	

→ Activité à déclaration obligatoire : Marquer d'un X si vous exploitez un point de vente de tabac au détail (001). ☐

B) Autres noms utilisés au Québec

- Déclarer tout autre nom utilisé par le personne morale dans l'exercice de ses activités, dans l'exploitation de son entreprise ou par lui de la possession d'un droit réel immobilier autre qu'une sûreté ou une hypothèque. Cela comprend notamment les noms d'emprunt utilisés, les noms de marques de commerce ou de services (marques de commerce) dont la personne morale est propriétaire ou emploie au Québec. S'il s'agit d'une marque de commerce, la préciser.
- Déclarer tout nouveau nom sous lequel est tout nom qui n'est plus utilisé sous retrait. Une version française est obligatoire pour chacun des noms déclarés dans une autre langue.
- Si vous avez cessé d'utiliser un nom déclaré dans un établissement, veuillez également le retirer dans la section « Autres noms utilisés au Québec ».

Ajout	Retrait
Nom	Nom
Nom	Nom
Nom	Nom

5 - Identification des actionnaires - Pour toute modification, mise à jour par voie d'immatriculation le nom et le domicile des trois actionnaires qui détiennent le plus grand nombre de voix.

Est-ce que le premier actionnaire détient plus de 50 % des voix? Indiquer la case appropriée d'un X. Oui ☒ Non ☐

Nom du premier actionnaire: BÉCANCOUR SILICON INC.				
N° 6500	Nom de la rue: Rue Yvon-Trudeau			Appartement
Municipalité/Ville: Bécancour	Province/État: Québec		Code postal: G 9 H 2 V 8	Pays: Canada
Nom du deuxième actionnaire: DOW CORNING NETHERLANDS, B.V.				
N°: 2200	Nom de la rue: W. Salzburg Road			Appartement
Municipalité/Ville: Midland	Province/État: Michigan		Code postal:	Pays: USA
Nom du troisième actionnaire:				
N°	Nom de la rue			Appartement
Municipalité/Ville	Province/État		Code postal	Pays

Si l'espace prévu est insuffisant, joindre une annexe remplie en deux exemplaires, en indiquant votre NEQ, la section correspondante et les modifications en termes d'ajout et/ou de retrait.

Numéro d'entreprise du Québec (NEQ)										
NEQ	1	1	6	6	7	7	5	9	3	3

6 - Identification des administrateurs (qui sont membres du conseil d'administration) - Inscrire le code de fonction, le nom et le domicile pour tout changement (nouveau, ou modification de la fonction ou de domicile d'un administrateur).

Exemples : - les nouveaux administrateurs : cocher la case ajout d'un X et inscrire les informations les concernant ;
- les personnes qui n'agissent plus comme administrateurs : cocher la case retrait d'un X et inscrire les informations les concernant (mois de fonction, nom et domicile) ;
- les administrateurs dont la fonction ou le domicile est modifié : doivent inscrire toutes les informations les concernant (mois de fonction, nom et domicile) ;
- aucun changement : aucun code requis d'un X, ni inscrire les renseignements déjà déclarés ; remplir une case ajout d'un X et inscrire les nouvelles informations.

Codes de fonction des administrateurs : PR Président, VP Vice-président, SE Secrétaire, TR Trésorier, ST Secrétaire-trésorier, AD Administrateur, Au Autre

Ajout / Retrait	Code(s)	Si code AU, le détailler obligatoirement	Nom et prénom	N°	Nom de la rue, appartement	Municipalité	Province/État	Code postal	Pays
Ajout ☒ Retrait ☐	AD PR		BOIVERT, RENÉ	6500	Yvon-Trudeau	Bécancour	Québec	G 9 H 2 V 6	Canada
Ajout ☒ Retrait ☐	AD		TOMETICH, ANDREW E.	2200	W. Salzburg Road	Midland	Michigan		USA
Ajout ☐ Retrait ☐									
Ajout ☐ Retrait ☐									

Ajout / Retrait	Code(s)	Si code AU, le détailler obligatoirement	Nom et prénom	N°	Nom de la rue, appartement	Municipalité	Province/État	Code postal	Pays
Ajout ☒ Retrait ☐	AD		SOLDAN, DAVID R.	2200	W. Salzburg Road	Midland	Michigan		USA
Ajout ☐ Retrait ☐									
Ajout ☐ Retrait ☐									
Ajout ☐ Retrait ☐									

7 - Fondé de pouvoir - Si la personne morale n'a ni domicile ni établissement au Québec ou est dispensée de déclarer l'adresse de son domicile et de ses établissements, inscrire le nom et l'adresse complète d'un fondé de pouvoir qui réside au Québec.

Marquer d'un X si vous désirez retirer le fondé de pouvoir déjà déclaré au registre. ☐
Pour déclarer ou modifier des informations concernant le fondé de pouvoir, remplir toutes les cases ci-dessous.

Nom			
N°	Nom de la rue		Appartement
Municipalité	Province		Code postal

Si l'espace prévu est insuffisant, joindre une annexe remplie en deux exemplaires, en indiquant votre NEQ, la section correspondante et les modifications ou formes d'ajout, retrait ou retrait.

Numéro d'entreprise du Québec (NEQ)										
NEQ	1	1	6	8	7	7	5	9	3	3

8 - Identification des personnes qui ne sont pas membres du conseil d'administration (président, secrétaire, principal dirigeant)

- Pour ajouter des coordonnées, inscrire le code de fonction, le nom et le domicile aux ajouts.
- Pour mettre des coordonnées déjà déclarées au registre à jour, inscrire le code de fonction, le nom et le domicile aux retraits.
- Pour modifier des coordonnées, inscrire les nouvelles coordonnées aux ajouts et les coordonnées déjà déclarées aux retraits.

Codes de fonction : PR Président SE Secrétaire PD Principal dirigeant

Ajout				Retrait			
Code: PR	Nom et prénom: BOISVERT, RENÉ			Code	Nom et prénom		
N°: 8500	Nom de la rue, app./bureau: Yvon-Trudeau			N°	Nom de la rue, app./bureau		
Municipalité/ville: Bécancour		Province/État: Québec		Municipalité/ville		Province/État	
Code postal: G 9 H 2 V 8	Pays: Canada			Code postal	Pays		
Code	Nom et prénom			Code	Nom et prénom		
N°	Nom de la rue, app./bureau			N°	Nom de la rue, app./bureau		
Municipalité/ville		Province/État		Municipalité/ville		Province/État	
Code postal	Pays			Code postal	Pays		
Code	Nom et prénom			Code	Nom et prénom		
N°	Nom de la rue, app./bureau			N°	Nom de la rue, app./bureau		
Municipalité/ville		Province/État		Municipalité/ville		Province/État	
Code postal	Pays			Code postal	Pays		

9 - Administrateur du bien d'autrui - Cette personne a les droits et obligations que la Loi sur la publicité légale des entreprises individuelles, des sociétés et des personnes morales confère à la personne morale.

Marquer d'un X s'il vous désirez retirer l'administrateur du bien d'autrui déjà déclaré au registre. ☐

Pour déclarer ou modifier des informations concernant l'administrateur du bien d'autrui, remplir toutes les cases ci-dessous.

CU Curateur ☐ F Fiduciaire ☐ LI Liquidateur ☐ SQ Séquestre ☐ SY Syndic ☐

AU Autre ☐ Si coché, le détailler obligatoirement.

Nom		N°	Nom de la rue, app./bureau
Municipalité/ville	Province/État	Code postal	Pays

10 - Certification

Je François Ouimet
Prénom et nom de la personne autorisée

domicilié(e) au 1155 René-Lévesque Ouest, 40e étage, Montréal, Québec, H3B 3V2, Canada
N°, rue, appartement, municipalité/ville, province, code postal et pays

atteste que je suis la personne autorisée par la personne morale à signer la présente déclaration et que les renseignements déclarés sont vrais.

Signature obligatoire

2010 / 10 / 14
Date (année/mois/jour)

Un exemplaire de cette déclaration sera déposé au registre des entreprises et l'autre vous sera retourné.
Signer et retourner toutes les pages de cette déclaration en deux exemplaires.
Ne pas télécopier.

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