

**YPG HOLDINGS INC.**

**INFORMATION MEMORANDUM  
SHORT-TERM PROMISSORY NOTES**

**CDN \$500,000,000**

*This Information Memorandum is not, and under no circumstances is to be construed as, an offering of short-term promissory notes for sale or resale in the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction or to any citizen or resident of the United States of America (as each such term is defined under Regulation S promulgated under the rules and regulations of the United States Securities Act of 1933, as amended). The short-term promissory notes will not be sold outside of Canada or to any person who is not resident in Canada for the purposes of the Income Tax Act (Canada) or to any person purchasing them for resale to, or for the account or benefit of, any person who is not resident in Canada for the purposes of the Income Tax Act (Canada).*

*This Information Memorandum does not in any way obligate YPG Holdings Inc. to accept an offer to purchase the short-term promissory notes offered hereby. No person has been authorized to give any information or to make any representation not contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorized.*

*This Information Memorandum supersedes and replaces the Information Memorandum of YPG Holdings Inc. dated October 15, 2003.*

*November 18, 2005*

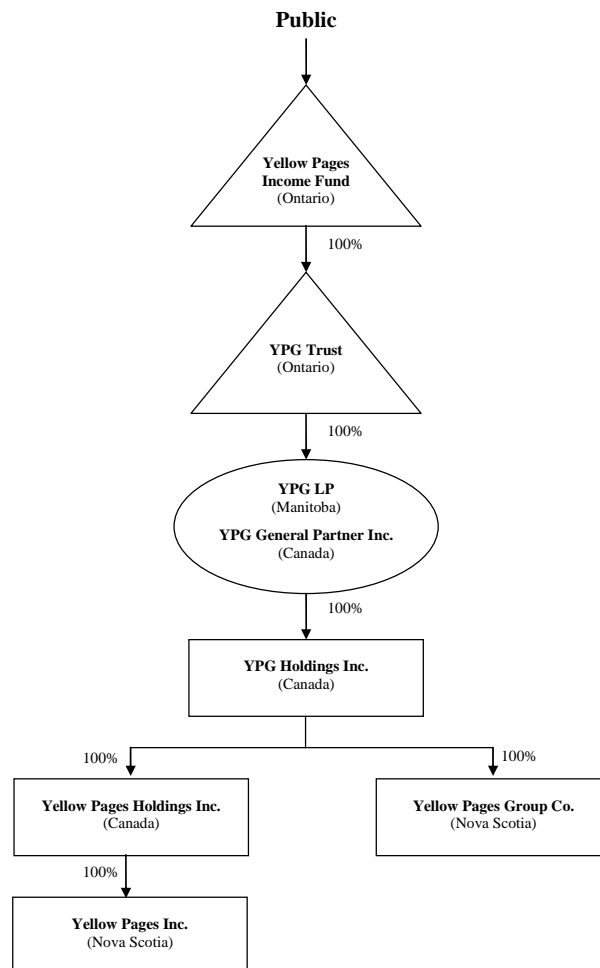
## YPG HOLDINGS INC.

### Structure of the Company

YPG Holdings Inc./Les Placements YPG Inc. ("**YPG Holdings**" or the "**Company**") is a corporation incorporated under the laws of Canada and is a wholly-owned subsidiary of YPG LP, a limited partnership existing under the laws of the Province of Manitoba pursuant to a partnership agreement dated November 14, 2002 (as amended on November 29, 2002 and on August 1, 2003). YPG Holdings operates as a holding company and its principal asset is its interest in Yellow Pages Group Co. and Yellow Pages Inc. Yellow Pages Group Co. and Yellow Pages Inc., respectively direct and indirect wholly-owned subsidiaries of YPG Holdings, are the operating entities that currently carry on the print and online directories business.

YPG Holdings, YPG LP, and its general partner YPG General Partner Inc. ("YPG GP"), are indirectly controlled by Yellow Pages Income Fund (the "Fund") through YPG Trust. The Fund currently holds a 100% indirect interest in YPG Holdings, YPG LP and YPG GP.

The following chart illustrates, on a simplified basis, the structure of the Company and its material subsidiaries, including jurisdiction of establishment or incorporation of the various entities presented.



The Fund is an unincorporated, open-ended, limited purpose trust established under the laws of the Province of Ontario on June 25, 2003 by a declaration of trust (as amended on July 24, 2003 and on July 30, 2003). The Fund was established to indirectly acquire and hold the outstanding limited partnership units of YPG LP, and, through YPG LP, investments in subsidiary companies which were acquired as part of the Fund's initial public offering on August 1, 2003. The Fund's units are listed on the Toronto Stock Exchange under the symbol "YLO.UN". Michael T. Boychuk, John R. Gaulding, Paul Gobeil, Michael R. Lambert, Rt. Hon. Donald F. Mazankowski, Dean G. Metcalf, Anthony G. Miller, Marc L. Reisch (Chairman), Stuart H.B. Smith and Marc P. Tellier are the trustees of the Fund.

YPG Trust is an unincorporated, open-ended, limited purpose trust established under the laws of the Province of Ontario on July 24, 2003 by a declaration of trust (as amended on July 30, 2003). The Trust currently holds 100% of the outstanding limited partnership units of YPG LP and a corresponding interest in YPG GP.

### **Description of the Business**

For purposes of the following description, references to "**Yellow Pages Group**" are to YPG LP, together with its general partner and subsidiaries.

Yellow Pages Group is Canada's largest directories publisher and the exclusive owner of the Yellow Pages™, Pages Jaunes™ and Walking Fingers & Design™ trademarks in Canada. Yellow Pages Group has a long-term strategic relationship with Bell Canada, the largest telecommunications service provider in Canada, and is the official publisher of Bell Canada's directories in Canada. Yellow Pages Group is also the official publisher of Telus' directories, as well as a number of other incumbent telephone company directories that have leading market shares in their respective markets. In addition, Yellow Pages Group is the managing partner (with a 12.86% partnership interest) of Aliant ActiMedia, which is the incumbent telephone directories publisher in Atlantic Canada.

Yellow Pages Group publishes approximately 330 different telephone directories annually, including the telephone directories published by Aliant ActiMedia. Including Aliant ActiMedia, such directories have a total circulation of approximately 28 million copies, reaching substantially all of the households and businesses in their markets.

Yellow Pages Group also operates the leading online directories in Canada, YellowPages.ca™ (and its French equivalent, PagesJaunes.ca™), Canada411.ca, CanadaTollFree.ca, SuperPages.ca and the CanadaPlus.ca group of city sites. This online presence allows Yellow Pages Group to offer bundled packages of print and online directory advertising products on a national basis.

Yellow Pages Group currently employs approximately 2,000 people.

The principal and head office of the Fund, YPG Trust, the Company, Yellow Pages Group Co., Yellow Pages Holdings Inc. and Yellow Pages Inc. are located at 16 Place du Commerce, Île des Soeurs, Verdun, Québec, Canada, H3E 2A5.

## DESCRIPTION OF THE SHORT-TERM PROMISSORY NOTES

|                         |  |
|-------------------------|--|
| <b>Issuer:</b>          | YPG Holdings Inc. (" <b>YPG Holdings</b> " or the " <b>Company</b> ")  |
| <b>Par value:</b>       | The aggregate par value of the short-term promissory notes (the " <b>Notes</b> ") outstanding at any time shall not exceed \$500,000,000 in Canadian dollars (or the equivalent thereof in other currencies at the time of issue).   |
| <b>Purpose:</b>         | The net proceeds from the sale of the Notes will be used by the Company for general corporate purposes.  |
| <b>Lines of Credit:</b> | The Company will establish liquidity back-up lines of credit and will maintain unused lines of credit and cash in amounts sufficient to meet payment at maturity of the aggregate principal amount of the outstanding Notes.   |
| <b>Form of Notes:</b>   | <p>The Notes shall be issued, at the option of the Company, in either of the following forms:</p> <ul style="list-style-type: none"><li>(a) in negotiable form, in which case the Notes shall be payable to the bearer or to the order of a purchaser thereof; or</li><li>(b) in "book-entry only" form (the "<b>Book-Entry Notes</b>"), in which case the Notes must be purchased or transferred through participants (the "<b>Participants</b>") in The Canadian Depository for Securities Limited ("<b>CDS</b>") debt-clearing service, which Participants include securities brokers and dealers, and banks and trust companies. Indirect access to the CDS book-entry system is also available to other institutions (the "<b>Indirect Participants</b>") that maintain custodial relationships with a Participant, either directly or indirectly.</li></ul> <p>The Company shall cause the Book-Entry Notes to be delivered to, and registered in the name of, CDS or its nominee. Each purchaser of a Book-Entry Note shall receive a customer confirmation of purchase from the Participant or Indirect Participant from whom such Note is purchased in accordance with the practices and procedures of that person. Practices of Participants and Indirect Participants may vary, but generally customer confirmations are issued promptly after execution of a customer order.</p> <p>No holder of Book-Entry Notes shall be entitled to a certificate or other instrument from the Company or CDS evidencing that person's interest in or ownership of such Note, or shall be shown on the records maintained by CDS, except through an agent of the holder who is a Participant or an Indirect Participant of CDS. Registration of</p> |

interests in and transfers of Book-Entry Notes shall only be made through the debt-clearing service of CDS. All payments on Book-Entry Notes by the Company shall be made to CDS or to any paying agent appointed by the Company, which shall then make the payments to CDS, and such payments shall be forwarded by CDS to its Participants, by Participants to holders of Book-Entry Notes or, where applicable, by Participants to Indirect Participants and thereafter to holders of the Book-Entry Notes.

None of the Company, the Participants or the Indirect Participants shall assume any liability for: (a) any aspect of the records relating to the beneficial ownership of the Book-Entry Notes held by CDS or the payments relating thereto; (b) maintaining, supervising or reviewing any records relating to the Book-Entry Notes; or (c) any advice or representation made by or with respect to CDS, including those contained in this Information Memorandum and relating to the rules governing CDS or any action to be taken by CDS or at the direction of its Participants. The rules governing CDS provide that it acts as the agent and depository for the Participants, and CDS has a statutory duty to enforce payment of the Notes on behalf of the Participants. As a result, the Participants must look solely to CDS and holders of Book-Entry Notes must look solely to Participants for the payment of the principal and interest on the Book-Entry Notes once such payment is made by or on behalf of the Company to CDS.

The ability of a holder to pledge Book-Entry Notes or take action with respect thereto (other than through a Participant or an Indirect Participant) may be limited due to the lack of physical certificates.

The Company shall have the option to terminate the issue through the book-entry system of CDS, in which case Notes in certificated form payable to the bearer or to the order of a holder thereof shall be issued to holders of Book-Entry Notes or their nominees.

The Book-Entry Notes shall be designated as subject to the *Depository Bills and Notes Act* (Canada).

As at the date of publication of this Information Memorandum, only Notes payable in Canadian funds are eligible for the book-entry system. Therefore, Notes payable in funds other than Canadian funds shall be issued in certificated form payable to bearer or to the order of a purchaser thereof. Should CDS and its Participants decide to later issue short-term promissory notes in funds other than Canadian funds through the debt-clearing service of CDS, Book-Entry Notes shall then be issued through the book-entry system in accordance with the conditions set forth hereinabove with regard to the issue of

Book-Entry Notes.

Specimen forms of the Notes, both in certificated and "book-entry only" form, are included in this Information Memorandum.

**Denominations:** The Notes shall be issued in multiples of \$1,000, subject to a minimum amount of \$100,000 in Canadian or United States funds.

**Maturities:** The Notes shall mature up to but not exceeding 365 days from the date of issue.

**Rates of interest:** The Notes shall be interest-bearing or issued at a discount to mature at their principal amount. The rates of interest on the Notes are available on request.

**Currency:** The Notes shall be payable in Canadian dollars or in United States dollars, whichever is the currency of issue.

**Delivery of Notes:** Delivery of Notes in certificated form shall be made against payment by wire transfer and may be arranged for same-day delivery to the purchaser or its agent in the cities of Montréal and Toronto, subject to confirmation by the Company, on applications made through a Canadian chartered bank designated by the Company in such cities or by a bank letter of undertaking in other principal cities in Canada. Delivery of Book-Entry Notes shall be made in accordance with the rules established by CDS.

**Payment of Notes:** Payment of each Note in certificated form shall be made when due on behalf of the Company upon presentment and delivery of the Notes to the paying agent identified on the Notes and located in the cities of Montréal and Toronto. All payments of Book-Entry Notes shall be made in accordance with the rules established by CDS.

**Selling restrictions:** The Notes shall not be offered for sale or resale in the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction or to any citizen or resident of the United States of America (as each such term is defined under *Regulation S* promulgated under the rules and regulations of the *United States Securities Act of 1933*, as amended). The Notes shall not be sold outside Canada or to any person who is not resident in Canada for the purposes of the *Income Tax Act* (Canada), or to any person purchasing them for resale to, or for the account or benefit of, any person who is not resident in Canada for the purposes of the *Income Tax Act* (Canada).

**Purchaser's  
Representations:**

By purchasing a Note, the purchaser represents and warrants that it is not a U.S. Person (as defined under *Regulation S* promulgated under the rules and regulations of the *United States Securities Act of 1933*, as amended) or a person not resident in Canada for the purposes of the *Income Tax Act* (Canada) and is not purchasing such Notes for the account of, or for the benefit of, any such U.S. Person or non-resident person.

**Eligibility for  
investment purposes:**

Eligibility of the Notes offered hereby, if offered on the date hereof, for investment by purchasers to whom any of the following statutes apply is governed by criteria which such purchasers are required to establish as policies, goals, procedures or guidelines, and in certain cases file, pursuant to the applicable statute (and where applicable, the regulations thereunder) and is subject to the general investment provisions, quantitative restrictions and prudent investment standards provided therein:

*Bank Act* (Canada)

*Cooperative Credit Associations Act* (Canada)

*Insurance Companies Act* (Canada)

*Pension Benefits Standards Act, 1985* (Canada)

*Trust and Loan Companies Act* (Canada)

*Financial Institutions Act* (British Columbia)

*Alberta Heritage Savings Trust Fund Act* (Alberta)

*Loan and Trust Corporations Act* (Alberta)

*Insurance Act* (Alberta)

*Employment Pension Plans Act* (Alberta)

*The Pension Benefits Act, 1992* (Saskatchewan)

*The Trustee Act* (Saskatchewan)

*The Insurance Act* (Manitoba)

*The Pension Benefits Act* (Manitoba)

*The Trustee Act* (Manitoba) (subject to any explicit provision of the law or of the will or any other instruments creating the trust or establishing the duties and powers of the trustee)

*Trustee Act* (Ontario)

*Loan and Trust Corporations Act* (Ontario)

*Pension Benefits Act* (Ontario)

*An Act respecting insurance* (Québec) (for an insurer (as defined therein) incorporated under the laws of the province of Québec other than a mutual insurance company, an insurance fund, a guarantee fund and a professional order (each as defined therein))

*An Act respecting trust companies and savings companies* (Québec) (for a trust company investing its own funds and the deposits it receives, and a savings company (as defined therein) investing its own funds)

*Supplemental Pension Plans Act* (Québec)

*Pension Benefits Act (New Brunswick)*  
*Trustees Act (New Brunswick)*  
*Pension Benefits Act (Nova Scotia)*  
*Trustee Act (Nova Scotia)*  
*Pension Benefits Act, 1997 (Newfoundland and Labrador)*

**Rating of the Notes:** The Notes have been assigned a rating of R-1 (low) by Dominion Bond Rating Service Limited (pursuant to its Canadian commercial paper rating scale). The rating has been assigned as of the date hereof and is subject to change without notice.

**Legal Opinion:** Legal opinion of Stikeman Elliott LLP is included in this Information Memorandum.



## YPG HOLDINGS INC.

### Resolution Authorizing the Issue and the Sale of Short-Term Promissory Notes

Upon a duly made and approved proposal, it is unanimously RESOLVED:

1. THAT YPG Holdings Inc. ("**YPG Holdings**") borrow sums of money for the issue and the sale of unsecured short-term promissory notes (the "**Notes**"), each Note being in registered or bearer form, bearing interest or issued at a discount with payment of par value at maturity in denominations of not less than \$100,000 or any multiple of this amount in Canadian or United States currency at issue and maturing no more than 365 days from the date of issue; the Notes being in a form and substance similar to the proposed Notes and with the terms and characteristics described in the Information Memorandum, of which a draft is submitted at this meeting; provided that the aggregate par value of outstanding Notes does not in any circumstances exceed \$500,000,000 in Canadian currency or the equivalent in other currencies at the time of issue; in addition, the holder of a Note shall be able to rely in a probative manner on the valid and mandatory nature of any Note without having to verify the aggregate par value of the Notes then outstanding;
2. THAT any of the President and Chief Executive Officer, Executive Vice-President, Corporate Services and Chief Financial Officer, Vice President, Corporate Finance or Vice President, General Counsel and Secretary of YPG Holdings be and they are hereby authorized to approve the conditions relating to the Notes (including, without limitation, maturity dates, currencies of issue and interest rates or discounts) they deem appropriate, subject to the terms of this resolution; this approval must be evidenced by the signature on the Notes of one of the aforementioned officers;
3. THAT any of the President and Chief Executive Officer, Executive Vice-President, Corporate Services and Chief Financial Officer, Vice President, Corporate Finance or Vice President, General Counsel and Secretary of YPG Holdings be and they are hereby authorized on behalf of YPG Holdings to execute from time to time, either by manual or facsimile signature, and to deliver the Notes for such amounts and on such conditions and to execute and deliver any other document relating in any manner whatsoever to the sums of money thus borrowed;
4. THAT no Note may be issued or, if issued, may be binding either for YPG Holdings or the holder unless countersigned by manual signature on behalf of YPG Holdings by a person authorized for this purpose by a duly designated agent of YPG Holdings;
5. THAT any Note signed on behalf of YPG Holdings in the manner described above constitute a valid and mandatory obligation of YPG Holdings, one that is enforceable in accordance with its provisions, notwithstanding the fact that, in case of mechanical signature, any signatory no longer holds a position or performs duties within YPG Holdings at the time of issue and delivery of this Note or no longer holds the position or performs the duties which he or she held or performed at the time of execution;

6. THAT YPG Holdings be and it is hereby authorized to appoint one or more vendor agents regarding the sale of the Notes; and
7. THAT any of the President and Chief Executive Officer, Executive Vice-President, Corporate Services and Chief Financial Officer, Vice President, Corporate Finance or Vice President, General Counsel and Secretary of YPG Holdings be and they are hereby authorized to execute and deliver on behalf of YPG Holdings any instrument, document or agreement and to do anything they deem necessary or appropriate to give effect to this resolution, including instruments or agreements appointing from time to time any chartered bank, trust company or other trustee for the above-mentioned purposes, including the custody of the Notes, the right to word, countersign and deliver the Notes, and appointing from time to time any security broker or group of security brokers to act as agent of YPG Holdings in order to solicit bids to purchase Notes and to perform the sale thereof.

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I, the undersigned, Vice President, General Counsel and Secretary of YPG Holdings Inc. ("**YPG Holdings**"), hereby certify that the foregoing is a true copy of a resolution duly enacted at a meeting of the Board of Directors of YPG Holdings regularly held on November 18, 2005, and that the said resolution has not been amended nor repealed and remains fully in effect as at the date hereof.

IN WITNESS WHEREOF, I have signed in Montréal, province of Québec (Canada), on November 18, 2005.





*(Signed) François D. Ramsay*

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François D. Ramsay  
Vice President, General Counsel  
and Secretary

YPG HOLDINGS INC.

Certificate of Incumbency and Signatures

| <u>NAME</u>        | <u>OFFICE</u>  | <u>SIGNATURE</u>  |
|--------------------|--|---|
| Marc P. Tellier    | President and Chief Executive Officer                                    |  |
| Christian M. Paupe | Executive Vice President, Corporate Services and Chief Financial Officer |  |
| Claire Lanctôt     | Vice President, Corporate Finance  |  |
| François D. Ramsay | Vice President, General Counsel and Secretary                            |  |

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I, the undersigned, Vice President, General Counsel and Secretary of YPG Holdings Inc., hereby certify that each of the persons named hereinabove has been duly appointed or elected to the office indicated opposite his or her name, that he or she is now acting as the incumbent of this office as at the date hereof and that the signature set opposite his or her name is a true specimen of that person's signature.

IN WITNESS WHEREOF, I have signed in Montréal, province of Québec (Canada), on November 18, 2005.

*(Signed) François D. Ramsay*

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François D. Ramsay  
Vice President, General Counsel  
and Secretary

## PURCHASER'S STATUTORY RIGHTS

Securities legislation in several Canadian provinces provides purchasers with a right of rescission and/or a right to damages where this Information Memorandum contains a misrepresentation, provided that such rights are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or should consult with a legal adviser.

Without limiting the generality of the foregoing, purchasers of Notes resident in the Province of Nova Scotia have the following rights:

Where this Information Memorandum or any amendment thereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains a misrepresentation, a purchaser to whom the Information Memorandum has been delivered and who purchases a security referred to therein shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has a right of action for damages against the issuer or other seller and, subject to certain additional defenses, against directors of the seller and persons who have signed the Information Memorandum, but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller, directors of the seller or persons who have signed the Information Memorandum, provided that, among other limitations:

- (a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the security with knowledge of the misrepresentation;
- (b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the security as a result of the misrepresentation relied upon;
- (c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the security was offered.

In addition no person or company other than the issuer is liable if the person or company proves that:

- (a) the Information Memorandum or an amendment to the Information Memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;
- (b) after delivery of the Information Memorandum or an amendment to the Information Memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the Information Memorandum, or amendment to the Information Memorandum, the person or

company withdrew the person's or company's consent to the Information Memorandum, or amendment to the Information Memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

- (c) with respect to any part of the Information Memorandum or amendment to the Information Memorandum purporting (i) to be made on the authority of an expert; or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (iii) there had been a misrepresentation, or (iv) the relevant part of the Information Memorandum or amendment to the Information Memorandum (A) did not fairly represent the report, opinion or statement of the expert, or (B) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore no person or company other than the issuer is liable with respect to any part of the Information Memorandum or amendment to the Information Memorandum not purporting (a) to be made on the authority of an expert; or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (c) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentations; or (d) believed that there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, the Information Memorandum or amendment to the Information Memorandum, the misrepresentation is deemed to be contained in the Information Memorandum or amendment to the Information Memorandum.

Pursuant to section 146 of the *Securities Act* (Nova Scotia), no action shall be commenced to enforce the right of action conferred by section 138 thereof unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) and is in addition to and without derogation from any right the purchaser may have at law.

For the purposes of the *Securities Act* (Nova Scotia) "**misrepresentation**" means

- (a) an untrue statement of material fact, or
- (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made.

# STIKEMAN ELLIOTT

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Stikeman Elliott LLP Barristers & Solicitors  
1155 René-Lévesque Blvd. West, 40th Floor, Montréal, Québec, Canada H3B 3V2  
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November 18, 2005

YPG HOLDINGS INC.  
16 Place du Commerce  
Île des Sœurs, Verdun, Québec  
H3E 2A5

Ladies and Gentlemen,

**Subject: YPG Holdings Inc.  
Short-Term Promissory Notes**

We have acted as counsel for YPG Holdings Inc. (the "**Company**") in connection with the issue and sale by the Company, from time to time, of negotiable short-term promissory notes (the "**Notes**") in a maximum aggregate principal amount at any one time outstanding of \$500,000,000 in Canadian funds or the equivalent thereof in United States funds at the time of issue. The Notes may be issued in certificated form payable to the bearer or to a specified payee, or may be issued in "book entry only" form, and are issuable in multiples of \$1,000 subject to a minimum denomination of \$100,000 in Canadian funds or United States funds and will mature up to but not exceeding 365 days from their issue, all as described in the Information Memorandum dated November 18, 2005 (the "**Information Memorandum**"). The Notes are not convertible or exchangeable into or accompanied by any right to purchase another security.

We are furnishing this opinion at the Company's request for the information of prospective purchasers of the Notes. The expressions used herein and defined in the Information Memorandum shall have the meanings ascribed to them in the Information Memorandum.

We have assisted in the preparation of and have examined the Information Memorandum and the specimen form of Notes reproduced in the Information Memorandum. We have examined originals or copies, certified or otherwise identified to our satisfaction, of the certificates and other documents, as we have deemed relevant and necessary as a basis for the opinions hereinafter expressed. In particular, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the certificate of incorporation of the Company, the by-laws of the Company, certain resolutions of the Company's directors and a certificate of compliance provided by Industry Canada. We have relied exclusively upon these documents without independent investigation or verification for the purpose of providing our opinions expressed below in paragraphs 1, 2 and 3.

In all such examinations, we have assumed (i) the legal capacity of all individuals, (ii) the genuineness of all signatures on, and the authenticity and completeness of, all documents submitted to us as originals, (iii) the conformity to the originals of all documents submitted to us as true certified, conformed, facsimile, or photostatic copies thereof and the genuineness of all signatures thereon and the authenticity and completeness of the originals of such copies, (iv) that there has been no cease trade order or similar order made by a court or regulatory body having jurisdiction preventing trades in the Company's securities, (v) that the Company is not a "market intermediary" as such term is defined in the *Securities Act* (Ontario)

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and the *Securities Act* (Newfoundland and Labrador) and (vi) that the Company is not a registrant under the *Securities Act* (Manitoba) holding a restricted registration that prevents it from trading the Notes.

We understand that the Company will file the Information Memorandum and any other disclosure documents delivered to purchasers of the Notes with *l'Autorité des marchés financiers* and that if the Information Memorandum is furnished to persons in the province of Québec, it will be accompanied by the French language form thereof.

We are qualified to practice law only in the provinces of Alberta, British Columbia, Ontario and Québec, and our opinions below are expressed only with respect to the laws of such provinces and the laws of Canada applicable therein. Accordingly, in giving our opinions in paragraphs 4 and 5 below (with respect to the laws of the provinces of Prince Edward Island, Newfoundland and Labrador, Manitoba, New-Brunswick, Nova Scotia and Saskatchewan), we have relied exclusively, without independent investigation or verification, upon opinion of counsel in such provinces. To the extent that any opinion of counsel upon which we have relied is stated to be based on any assumption, to be given in reliance on any certificate or other document, or to be subject to any limitation, qualification or exception, the opinions expressed herein in reliance on any such opinion of counsel are based upon the same assumption, are given in reliance on the same certificate or document, and are subject to the same limitation, qualification or exception.

The opinions expressed in paragraph 5 below are also subject to the general limitations and restrictions contained in the statutes and regulations referred to therein as to the amount of funds which may be invested in any one investment or type or class of investment.

We understand the reliances, assumptions and qualifications set forth herein to be satisfactory to you.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Company has been incorporated and exists as a corporation under the laws of Canada.
2. The Company has the corporate power and capacity to borrow money by the issue and sale of the Notes and all necessary corporate action has been taken by the Company to authorize the issue and sale of the Notes and the borrowing of money thereby.
3. The Notes will constitute valid and binding obligations of the Company enforceable in accordance with their terms if they are issued by the Company according to the form set out in the Information Memorandum and in compliance with the conditions set forth therein and executed, by manual or facsimile signature, by any of the President and Chief Executive Officer, Executive Vice-President, Corporate Services and Chief Financial Officer, Vice President, Corporate Finance or Vice President, General Counsel and Secretary of the Company, and, if the Notes are issued in certificated form, authenticated manually on behalf of the Company by an issuing agent designated by any of the President and Chief Executive Officer, Executive Vice-President, Corporate Services and Chief Financial Officer, Vice President, Corporate Finance or Vice President, General Counsel and Secretary of the Company, and delivered against payment therefor.
4. The Company may, under the securities legislation of the respective provinces of Canada, either directly or through agents (which agents must be registered in an appropriate category pursuant to applicable securities legislation that would permit such agents to effect, or otherwise be exempt from

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registration in respect of, distribution or trades in Notes), without registration by the Company and without filing any prospectus or other documents, except, in the case of the province of Québec, for the filing of the Information Memorandum and any other disclosure documents delivered to purchasers of the Notes with *l'Autorité des marchés financiers*, offer and sell the Notes to the public in the provinces of British Columbia, Alberta, Manitoba, Saskatchewan, Ontario, Québec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador, provided that, in each case and in respect of each trade:

- (i) the Notes have received from one of the following rating agencies (each an "**Approved Credit Rating Organization**") a rating at or above one of the following rating categories or a category that replaces one of the following rating categories (each an "**Approved Credit Rating**"):

| <u>Rating Agency</u>                 | <u>Rating</u> |
|--------------------------------------|---------------|
| Dominion Bond Rating Service Limited | R-1 (low)     |
| Fitch Ratings                        | F1            |
| Moody's Investors Service            | P-1           |
| Standard & Poor's                    | A-1 (low)     |

- (ii) and, there has been no announcement by an Approved Credit Rating Organization of which the Company or any of its agents offering and selling the Notes is or reasonably should be aware that the rating of the Notes may be down-graded to a rating category that would not be an Approved Credit Rating; and
- (iii) none of the Approved Credit Rating Organizations have rated the Notes in a rating category that is not an Approved Credit Rating.

5. Subject to the general limitations and restrictions as set forth in the acts and regulations referred to below as to the amount of funds which may be invested in any one investment or type or class of investment and subject to the applicable general investment provisions and quantitative and other restrictions found in such legislation and based upon and subject to the foregoing, the Notes, when issued in accordance with paragraph 3 above, are, at the date hereof, investments:

- a) in which the provisions of the *Bank Act* (Canada) would not, subject to compliance with the prudent standards for investment and lending contained therein, preclude a bank to which such Act applies from investing, provided that the investment by such bank in the Notes is not inconsistent with the prudent investment policies, standards and procedures required to be established and adhered to by such bank under such Act;
- b) in which the provisions of the *Trust and Loan Companies Act* (Canada) and the regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein, preclude a company (within the meaning of such Act) from investing its funds, other than money or trust property held by such company which do not constitute guaranteed trust money or assets held in respect thereof and provided that the investment by such company in the Notes is not inconsistent with the prudent investment and lending policies, standards and procedures required to be established and adhered to by such company under such Act;



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- c) in which the provisions of the *Cooperative Credit Associations Act* (Canada) would not, subject to compliance with the prudent standards for investment and lending contained therein, preclude an association (within the meaning of such Act) from making, provided that the investment in the Notes by such association is not inconsistent with the prudent investment policies, standards and procedures required to be established and adhered to by such association under such Act;
- d) in which the provisions of the *Insurance Companies Act* (Canada) and the regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein, preclude a company (within the meaning of such Act) or a foreign company (within the meaning of such Act) from investing its assets, other than assets of a segregated fund maintained pursuant to such Act, provided that the investment by such company or foreign company in the Notes is not inconsistent with the prudent investment and lending policies, standards and procedures required to be established and adhered to by such company or foreign company under such Act and further provided that, with respect to a foreign company, such investment in the Notes is also in compliance with the provisions contained in the trust deed which created the trust;
- e) in which the provisions of the Schedule III to the *Pension Benefits Standards Regulations, 1985* made pursuant to the *Pension Benefits Standards Act, 1985* (Canada) would not, subject to compliance with the prudent standards for investment contained therein, preclude a pension plan registered under that Act from investing its funds, provided that the investment in the Notes by the plan is not inconsistent with any statement of investment policies and procedures that has been established and filed by the administrator (as defined in such Act) of such plan;
- f) in which the provisions of the *Pension Benefits Act* (Ontario) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein, preclude the funds of a pension plan registered thereunder from being invested, provided that the administrator of such plan establishes a statement of investment policies and procedures pursuant to the requirements of the *Pension Benefits Standards Regulations, 1985* made under the *Pension Benefits Standards Act, 1985* (Canada), as it read on December 31, 1999, and that such investment is specifically permitted and is in compliance with such statement of investment policies and procedures;
- g) in which the provisions of the *Loan and Trust Corporations Act* (Ontario) and the regulations thereunder would not, subject to compliance with the prudent investment standards and the general investment provisions contained therein and any registration restrictions applicable to the registrant under such Act, preclude the funds received as deposits by provincial corporations (as defined in such Act) as a fiduciary from being invested, provided that such investment is not inconsistent with the written procedures approved by the board of directors of the registrant and filed by the registrant under such Act;
- h) in which the provisions of the *Trustee Act* (Ontario) would not, subject to compliance with the prudent investment criteria and other considerations set out in that Act, preclude the trust property held by a trustee from being invested;
- i) in which the provisions of the *Financial Institutions Act* (British Columbia) and the regulations thereunder (collectively, the "FIA") would not, subject to compliance with the

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prudent standards in making investment and lending decisions and the general investment provisions of the FIA, preclude a financial institution (as defined in the FIA) governed by the FIA from making, provided that the investment by such financial institution in the Notes is not inconsistent with the written investment and lending policy adopted by such financial institution in accordance with the FIA and provided that the investment does not result in such financial institution, or any of its subsidiaries, or any combination of the financial institution and its subsidiaries, acquiring, holding or controlling, whether directly or indirectly, more than a 10 % interest in the Company;

- j) in which the provisions of the *Loan and Trust Corporations Act* (Alberta) and the regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein for a provincial corporation (as defined in the *Loan and Trust Corporations Act* (Alberta)) including investment decisions and managing its total investments, and the policies and procedures established by that provincial Corporation in that regard, preclude a loan corporation or a trust corporation incorporated or continued under such Act from investing the funds which it receives as deposits;
- k) in which the provisions of the *Alberta Heritage Savings Trust Fund Act* and the regulations thereunder would not, subject to compliance with the prudent standards in respect of a portfolio of investments which avoid risk of loss and obtain a reasonable return that will enable the endowment portfolio and the transition portfolio that comprise the Alberta Heritage Savings Trust Fund (the "**Fund**") to meet their respective prescribed objectives, preclude the Fund from investing its assets;
- l) in which the provisions of the *Employment Pension Plans Act* (Alberta) and the Employment Pension Plans Regulation (the "**Regulation**") made thereunder would not preclude the administrator (as defined in the Act) of a pension plan from investing the assets of that pension plan, provided that such investment is made in accordance with the requirements of (i) Schedule III to the *Pension Benefits Standards Regulations, 1985* (made pursuant to the *Pension Benefits Standards Act, 1985* (Canada), (ii) the investment policies and procedures in respect of the pension plan's portfolio of investments and loans established by the administrator of that pension plan pursuant to the Regulation, (iii) the fiduciary obligations owed by the administrator as a result of the administrator acting in a fiduciary capacity in relation to members, former members and others entitled to benefits under the plan and in a manner that a reasonable and prudent person would apply to a pension plan's portfolio of investments having regard to the pension plan's liabilities;
- m) in which the provisions of the *Insurance Act* (Alberta) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein for a provincial company (as defined in that Act) making investment decisions and managing its total investments, and the policies and procedures established by the board of directors of such provincial company in that regard, preclude a provincial company from investing its funds;
- n) in which the provisions of *The Pension Benefits Act, 1992* (Saskatchewan) and the regulations thereunder would not, subject to compliance with the general investment provisions and restrictions contained in the *Pension Benefits Standards Regulations, 1985* (Canada), preclude a pension plan governed by *The Pension Benefits Act, 1992* (Saskatchewan) from investing its assets, provided that such pension plan has established a written statement of investment

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policies and procedures which complies with the *Pension Benefits Standards Regulations, 1985* (Canada) and that the investment by such pension plan in the Notes is not inconsistent with the investment policy of the pension plan as set out in such statement or with the standard of care of a prudent person;

- o) in which the provisions of *The Trustee Act* (Saskatchewan) would not preclude a trustee from investing trust property unless such investments are inconsistent with the instrument creating the trust and provided that in so doing the trustee exercises the care, skill, diligence and judgment that a reasonable, prudent investor would exercise in making investments, that the trustee acts in accordance with an investment plan which has regard to the factors required to be considered by *The Trustee Act* (Saskatchewan) and that the trustee has diversified the investment of trust property to the extent required by *The Trustee Act* (Saskatchewan);
- p) in which the provisions of *The Pension Benefits Act* (Manitoba) and the regulations thereunder would not, subject to the general investment standards contained therein and the general investment conditions and restrictions of general application, preclude the funds of a pension plan registered under that Act from being invested, provided that in making such an investment the administrator of such plan exercises the care, diligence and skill that a person of ordinary prudence would exercise in dealing with the property of another person and that the investment policies and procedures that have been established and filed by the administrator of such plan have been complied with;
- q) in which the provisions of *The Insurance Act* (Manitoba) would not preclude an insurer (as defined in such Act) incorporated and licensed under the laws of the Province of Manitoba from investing its surplus funds and reserve pursuant to the prudent investment policies, standards and procedures applicable to a company which has obtained an order under Section 53 of the *Insurance Companies Act* (Canada);
- r) in which the provisions of *The Trustee Act* (Manitoba) would not preclude a trustee whose investment powers are governed by such Act, subject to any express provision of the law or of the will or any other instrument creating the trust or defining the duties and powers of the trustee, from investing any trust money if, subject to any express provision of the will or other instrument creating the trust, the trustee exercises the judgement and care that a person of prudence, discretion and intelligence would exercise in administering the property of others;
- s) in which the provisions of *An Act respecting Insurance* (Québec) would not preclude an insurer (as defined in that Act) governed thereby (other than a guarantee fund) from investing its funds, subject to compliance with the prudent investment standards contained therein and provided that such investment is in compliance with the insurer's investment policy established pursuant to such Act and approved by its board of directors;
- t) in which the provisions of the *Supplemental Pension Plans Act* (Québec) and the regulations thereunder would not, subject to compliance with the prudent standards for investment contained therein, preclude a pension plan registered pursuant thereto from investing its assets, provided that a written investment policy in compliance with such Act has been adopted and that such investment, if selected by the pension committee of such plan or a

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delegate thereof, falls into a category of investments specifically permitted in the investment policy for such plan applicable at the date of original issue of the Notes;

- u) in which the provisions of *An Act respecting Trust Companies and Savings Companies* (Québec) would not preclude a trust or savings company, in each case as defined under such Act (except a trust company with respect to funds (except deposits) which it administers for other persons, unless otherwise provided in the instrument creating the administration), from investing its funds, subject to compliance with the prudent investment standards contained in such Act applicable to a Québec company, including the adoption of and adherence to an investment policy approved by its board of directors;
  - v) in which the provisions of the *Pension Benefits Act* (New Brunswick) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein, preclude the funds of a pension plan registered under such Act from investing its funds, provided that such plan has adopted a written statement of investment policies and procedures in respect of the plan's portfolio of investments and loans in accordance with such Act and that the investment by such plan in the Notes is permitted under, and complies with, such statement;
  - w) in which the provisions of the *Trustees Act* (New Brunswick) would not preclude a trustee from making an investment, unless such trustee is otherwise directed by the will or any other instrument creating the trust or defining his powers and duties; provided that in so doing he exercises the judgment and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others;
  - x) in which the provisions of the *Pension Benefits Act* (Nova Scotia) and the regulations thereunder would not, subject to compliance with the prudent investment standards contained therein, preclude the funds of a pension plan registered under such Act from investing its funds, provided that such plan has adopted a written statement of investment policies and procedures in respect of the plan's portfolio of investments and loans in accordance with such Act and that the investment by such plan in the Notes is permitted under, and complies with, such statement;
  - y) in which the provisions of the *Trustee Act* (Nova Scotia) would not preclude a trustee from making an investment, unless such trustee is otherwise directed by the will or other instrument creating the trust or defining his powers and duties; provided that in so doing he exercises the judgment and care that a person of prudence, discretion and intelligence would exercise as a trustee of the property of others; and
  - z) in which the provisions of the *Pension Benefits Act 1997* (Newfoundland and Labrador) and the regulations thereunder would not preclude the funds of a pension plan registered under such Act from being invested, provided that such plan has adopted a written statement of investment policies and procedures in respect of the plan's portfolio of investments and loans in accordance with such Act and that the investment by such plan in the Notes is permitted under, and complies with, such statement.
6. The French language version of the Information Memorandum and the form of Notes contained therein are in all material respects complete and proper translations of the corresponding English language versions thereof.

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7. Our opinion with respect to enforceability in paragraph 3 above is subject to:
- (i) applicable bankruptcy, insolvency, winding-up, arrangement, reorganization, moratorium, fraudulent preference, conveyance and assignment and other similar laws of general application affecting the enforcement of creditors' rights and remedies;
  - (ii) the discretion that a court may exercise in the granting of equitable remedies;
  - (iii) the holders of Notes must exercise good faith in the performance and enforcement of their rights thereunder;
  - (iv) limitations may, by law, be imposed on the effectiveness of terms exculpating a party from liability or of rights to indemnity;
  - (v) to the extent the Notes are payable in currencies other than lawful money of Canada, the *Currency Act* (Canada), which provides that a court in Canada may grant monetary judgments only in lawful money of Canada;
  - (vi) the discretion that the court before which proceedings may be brought may have to stay such proceedings as well as the execution of judgments;
  - (vii) the Notes may be subject to law applicable to unclaimed funds; and
  - (viii) Section 347 of *Criminal Code* (Canada).

This opinion is given solely for the benefit of the persons to whom it is addressed and is provided solely in connection with the transaction to which it relates. It may not be quoted, in whole or in part, or otherwise referred to or used for any other purpose. This opinion is provided as of the date hereof and we disclaim any obligation or undertaking to advise you of any change in law or fact affecting this opinion occurring after the date thereof which we may be brought to our attention.

Yours very truly,

(Signed) *Stikeman Elliott LLP*

**CERTIFICATED FORM OF NOTE  
BILLET AVEC CERTIFICAT**

**YPG HOLDINGS INC./LES PLACEMENTS YPG INC.**

Note No.  
*Billet no.*

Discount/Interest Bearing  
*À escompte/portant intérêt*

**PROMISSORY NOTE  
BILLET**

Issue Date  
*Date d'émission*

Due Date  
*Date d'échéance*

YPG HOLDINGS INC./LES PLACEMENTS YPG INC., for value received, hereby promises to pay to or to the order of YPG HOLDINGS INC./LES PLACEMENTS YPG INC., *contre valeur reçue, promet par les présentes de payer à ou à l'ordre de*

on the Due Date the sum of  
*à la date d'échéance la somme de* \_\_\_\_\_

dollars  
*dollars*

plus interest thereon at  
*avec intérêt au taux de* \_\_\_\_\_

per cent per annum  
*pour cent par année*

payable in lawful money of  
*payable en monnaie légale* \_\_\_\_\_

on presentation and surrender of this Promissory Note  
*sur présentation et remise du présent billet*

to the main branch of Canadian Imperial Bank of Commerce in Montréal, Québec, Canada or Toronto, Ontario, Canada.  
*à la succursale principale de la Banque Canadienne Impériale de Commerce à Montréal (Québec) Canada ou Toronto (Ontario) Canada.*

**YPG HOLDINGS INC./  
LES PLACEMENTS YPG INC.**

Authenticated by  
*Authentifié par:*

By/par: \_\_\_\_\_  
*Authorized Signing Officer/Signataire autorisé*

By/par: \_\_\_\_\_  
*Authorized Signing Officer/Signataire autorisé*

**This promissory note shall become valid only when manually authenticated.  
*Le présent billet n'est valide que s'il est authentifié manuellement.***

**This promissory note shall be interpreted and governed exclusively in accordance with the laws of the province of Québec and of Canada applicable therein.**

***Le présent billet n'est régi et ne doit être interprété que conformément aux lois de la province de Québec et aux lois du Canada qui s'appliquent dans cette province.***

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). NEITHER THIS NOTE NOR ANY PORTION HEREOF MAY BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO ANY U.S. PERSON (AS EACH SUCH TERM IS DEFINED UNDER REGULATIONS PROMULGATED UNDER THE RULES AND REGULATIONS OF THE U.S. SECURITIES ACT). THIS NOTE WILL NOT BE SOLD OUTSIDE OF CANADA OR TO ANY PERSON WHO IS NOT RESIDENT IN CANADA (FOR PURPOSES OF THE INCOME TAX ACT (CANADA)) OR TO ANY PERSON PURCHASING FOR RESALE TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON WHO IS NOT RESIDENT IN CANADA. BY ACCEPTING THIS NOTE, THE HOLDER REPRESENTS AND WARRANTS THAT IT (I) IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER); (II) IS NOT HOLDING SUCH NOTE FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER); AND (III) IS NOT A PERSON NOT RESIDENT IN CANADA (FOR PURPOSES OF THE INCOME TAX ACT (CANADA)) AND IS NOT PURCHASING FOR RESALE TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON WHO IS NOT RESIDENT IN CANADA.

LE PRÉSENT BILLET N'A PAS ÉTÉ ENREGISTRÉ AUX TERMES DE LA *SECURITIES ACT OF 1933* DES ÉTATS-UNIS, EN SA VERSION MODIFIÉE (LA *SECURITIES ACT DES ÉTATS-UNIS*). LE PRÉSENT BILLET NE PEUT, NI EN TOTALITÉ NI EN PARTIE, ÊTRE OFFERT OU VENDU AUX ÉTATS-UNIS OU À DES PERSONNES DES ÉTATS-UNIS (AU SENS DU *REGULATIONS* PRIS EN APPLICATION DES RÈGLES ET RÈGLEMENTS DE LA *SECURITIES ACT DES ÉTATS-UNIS*). LE PRÉSENT BILLET NE DOIT PAS ÊTRE VENDU À L'EXTÉRIEUR DU CANADA, À UN NON-RÉSIDENT DU CANADA (POUR L'APPLICATION DE LA *LOI DE L'IMPÔT SUR LE REVENU* (CANADA)) OU À UNE PERSONNE QUI L'ACHÈTE À DES FINS DE REVENTE À UN NON-RÉSIDENT DU CANADA, POUR LE COMPTE OU AU PROFIT DE CELUI-CI. EN ACCEPTANT LE PRÉSENT BILLET, LE PORTEUR DÉCLARE ET GARANTIT (I) QU'IL N'EST PAS UNE PERSONNE DES ÉTATS-UNIS (AUTRE QU'UN BÉNÉFICIAIRE EXONÉRÉ (*EXEMPT RECIPIENT*) AU SENS DU SOUS-ALINÉA 6049(b)(4) DU *INTERNAL REVENUE CODE* ET DE SON RÈGLEMENT D'APPLICATION), (II) QU'IL NE DÉTIENT PAS CE BILLET POUR LE COMPTE D'UNE PERSONNE DES ÉTATS-UNIS (AUTRE QU'UN BÉNÉFICIAIRE EXONÉRÉ (*EXEMPT RECIPIENT*) AU SENS DU SOUS-ALINÉA 6049(b)(4) DE L'*INTERNAL REVENUE CODE* ET DE SON RÈGLEMENT D'APPLICATION) ET (III) QU'IL N'EST PAS UN NON-RÉSIDENT DU CANADA (POUR L'APPLICATION DE LA *LOI DE L'IMPÔT SUR LE REVENU* (CANADA)) ET N'ACHÈTE PAS À DES FINS DE REVENTE À UN NON-RÉSIDENT DU CANADA NI POUR LE COMPTE OU AU PROFIT DE CELUI-CI.

**"BOOK-ENTRY ONLY" FORM OF NOTE  
BILLET SOUS FORME D'INSCRIPTION EN COMPTE SEULEMENT**

**YPG HOLDINGS INC./LES PLACEMENTS YPG INC.**

Note No.  
*Billet no.*

Discount/Interest Bearing  
*À escompte/portant intérêt*

**PROMISSORY NOTE  
BILLET**

Issue Date  
*Date d'émission*

Due Date  
*Date d'échéance*

This is a depository note subject to the *Depository Bills and Notes Act (Canada)*.  
*Ce billet de dépôt est régi par la Loi sur les lettres et les billets de dépôt (Canada)*.

YPG HOLDINGS INC./LES PLACEMENTS YPG INC., for value received, hereby promises to pay to or to the order of  
YPG HOLDINGS INC./LES PLACEMENTS YPG INC., *contre valeur reçue, promet par les présentes de payer à ou à l'ordre de*

on the Due Date the sum of  
*à la date d'échéance la somme de* \_\_\_\_\_

dollars  
*dollars*

plus interest thereon at  
*avec intérêt au taux de* \_\_\_\_\_

per cent per annum  
*pour cent par année*

payable in lawful money of  
*payable en monnaie légale* \_\_\_\_\_

on presentation and surrender of this Promissory Note  
*sur présentation et remise du présent billet*

to the main branch of Canadian Imperial Bank of Commerce in Montréal, Québec, Canada or Toronto, Ontario, Canada.  
*à la succursale principale de Banque Canadienne Impériale de Commerce à Montréal (Québec) Canada ou Toronto (Ontario) Canada.*

**YPG HOLDINGS INC./  
LES PLACEMENTS YPG INC.**

Authenticated by  
*Authentifié par:*

By/par: \_\_\_\_\_  
*Authorized Signing Officer/Signataire autorisé*

By/par: \_\_\_\_\_  
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qui s'appliquent dans cette province.***



UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE CANADIAN DEPOSITORY FOR SECURITIES LIMITED ("CDS") FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS AN INTEREST HEREIN.

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"). NEITHER THIS NOTE NOR ANY PORTION HEREOF MAY BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO ANY U.S. PERSON (AS EACH SUCH TERM IS DEFINED UNDER REGULATIONS PROMULGATED UNDER THE RULES AND REGULATIONS OF THE U.S. SECURITIES ACT). THIS NOTE WILL NOT BE SOLD OUTSIDE OF CANADA OR TO ANY PERSON WHO IS NOT RESIDENT IN CANADA (FOR PURPOSES OF THE INCOME TAX ACT (CANADA)) OR TO ANY PERSON PURCHASING FOR RESALE TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON WHO IS NOT RESIDENT IN CANADA. BY ACCEPTING THIS NOTE, THE HOLDER REPRESENTS AND WARRANTS THAT IT (I) IS NOT A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER); (II) IS NOT HOLDING SUCH NOTE FOR OR ON BEHALF OF A UNITED STATES PERSON (OTHER THAN AN EXEMPT RECIPIENT DESCRIBED IN SECTION 6049(b)(4) OF THE INTERNAL REVENUE CODE AND THE REGULATIONS THEREUNDER); AND (III) IS NOT A PERSON NOT RESIDENT IN CANADA (FOR PURPOSES OF THE INCOME TAX ACT (CANADA)) AND IS NOT PURCHASING FOR RESALE TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY PERSON WHO IS NOT RESIDENT IN CANADA.

À MOINS QUE LE PRÉSENT CERTIFICAT NE SOIT PRÉSENTÉ PAR UN REPRÉSENTANT AUTORISÉ DE LA CAISSE CANADIENNE DE DÉPÔT DE VALEURS LIMITÉE (LA CDS) AUX FINS DE L'INSCRIPTION D'UN TRANSFERT, D'UN ÉCHANGE OU D'UN PAIEMENT, ET QU'UN CERTIFICAT ÉMIS À CET ÉGARD NE SOIT IMMATRICULÉ AU NOM DE CDS & CO. OU À UN AUTRE NOM DEMANDÉ PAR UN REPRÉSENTANT AUTORISÉ DE LA CDS (ET QU'UN PAIEMENT SOIT EFFECTUÉ À CDS & CO. OU À UNE AUTRE ENTITÉ DEMANDÉE PAR UN REPRÉSENTANT AUTORISÉ DE LA CDS), TOUT TRANSFERT, GAGE OU AUTRE EMPLOI DU PRÉSENT BILLET EFFECTUÉ À TITRE ONÉREUX OU AUTREMENT PAR UNE PERSONNE OU À SON INTENTION EST ILLICITE PUISQUE LE PORTEUR INSCRIT DU PRÉSENT BILLET, CDS & CO., A UN INTÉRÊT DANS CELUI-CI.

LE PRÉSENT BILLET N'A PAS ÉTÉ ENREGISTRÉ AUX TERMES DE LA *SECURITIES ACT OF 1933* DES ÉTATS-UNIS, EN SA VERSION MODIFIÉE (LA *SECURITIES ACT DES ÉTATS-UNIS*). LE PRÉSENT BILLET NE PEUT, NI EN TOTALITÉ NI EN PARTIE, ÊTRE OFFERT OU VENDU AUX ÉTATS-UNIS OU À DES PERSONNES DES ÉTATS-UNIS (AU SENS DU *REGULATIONS* PRIS EN APPLICATION DES RÈGLES ET RÈGLEMENTS DE LA *SECURITIES ACT DES ÉTATS-UNIS*). LE PRÉSENT BILLET NE DOIT PAS ÊTRE VENDU À L'EXTÉRIEUR DU CANADA, À UN NON-RÉSIDENT DU CANADA (POUR L'APPLICATION DE LA *LOI DE L'IMPÔT SUR LE REVENU* (CANADA)) OU À UNE PERSONNE QUI L'ACHÈTE À DES FINS DE REVENTE À UN NON-RÉSIDENT DU CANADA, POUR LE COMPTE OU AU PROFIT DE CELUI-CI. EN ACCEPTANT LE PRÉSENT BILLET, LE PORTEUR DÉCLARE ET GARANTIT (I) QU'IL N'EST PAS UNE PERSONNE DES ÉTATS-UNIS (AUTRE QU'UN BÉNÉFICIAIRE EXONÉRÉ (*EXEMPT RECIPIENT*) AU SENS DU SOUS-ALINÉA 6049(b)(4) DU *INTERNAL REVENUE CODE* ET DE SON RÉGLEMENT D'APPLICATION), (II) QU'IL NE DÉTIENT PAS CE BILLET POUR LE COMPTE D'UNE PERSONNE DES ÉTATS-UNIS (AUTRE QU'UN BÉNÉFICIAIRE EXONÉRÉ (*EXEMPT RECIPIENT*) AU SENS DU SOUS-ALINÉA 6049(b)(4) DE L'*INTERNAL REVENUE CODE* ET DE SON RÉGLEMENT D'APPLICATION) ET (III) QU'IL N'EST PAS UN NON-RÉSIDENT DU CANADA (POUR L'APPLICATION DE LA *LOI DE L'IMPÔT SUR LE REVENU* (CANADA)) ET N'ACHÈTE PAS À DES FINS DE REVENTE À UN NON-RÉSIDENT DU CANADA NI POUR LE COMPTE OU AU PROFIT DE CELUI-CI.