



**Restated Certificate of
Incorporation**
Canada Business Corporations Act

**Certificat de constitution à
jour**
Loi canadienne sur les sociétés par actions

GROUPE WSP GLOBAL INC.
WSP GLOBAL INC.

Corporate name / Dénomination sociale

774838-8

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of incorporation of the above-named corporation were restated under section 180 of the *Canada Business Corporations Act* as set out in the attached restated articles of incorporation.

JE CERTIFIE que les statuts constitutifs de la société susmentionnée ont été mis à jour en vertu de l'article 180 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les statuts mis à jour ci-joints.

Marcie Girouard

Director / Directeur

2014-01-01

Date of Restatement (YYYY-MM-DD)
Date de constitution à jour (AAAA-MM-JJ)

Canada Business Corporations Act (CBCA)
FORM 7
RESTATED ARTICLES OF INCORPORATION
(Section 180)

1 - Corporate name
GROUPE WSP GLOBAL INC.
WSP GLOBAL INC.

2 - Corporation number
774838-8

3 - The province or territory in Canada where the registered office is situated (do not indicate the full address)
Quebec

4 - The classes and any maximum number of shares that the corporation is authorized to issue
See attached Annex A.

5 - Restrictions, if any, on share transfers
None

6 - Minimum and maximum number of directors (for a fixed number of directors, please indicate the same number in both boxes)
Minimum number 3 Maximum number 10

7 - Restrictions, if any, on the business the corporation may carry on
None

8 - Other provisions, if any
See attached Annex B.

9 - Declaration
I hereby certify that I am a director or authorized officer of the corporation and that these restated articles of incorporation correctly set out, without substantive change, the corresponding provisions of the articles of incorporation as amended and supersede the original articles of incorporation.
Signature: [Handwritten Signature]
Print name: Valéry Zamuner Telephone number: 514-343-0773

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

Corp# 774838-8

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(Section 180)

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WSP GLOBAL INC.

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Maximum number 10

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See attached Annex B.

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I hereby certify that I am a director or authorized officer of the corporation and that these restated articles of incorporation correctly set out, without substantive change, the corresponding provisions of the articles of incorporation as amended and supersede the original articles of incorporation.

Signature:

[Handwritten signature]

Print name: Valéry Zamuner

Telephone number: 514-343-0773

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ANNEX A

The classes and any maximum number of shares that the corporation is authorized to issue

Unlimited number of common shares; and
Unlimited number of preferred shares.

I. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) ***Voting.*** Each common share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Corporation.
- (b) ***Dividends.*** The holders of the common shares shall be entitled to receive during each year, as and when declared by the board of directors, dividends payable in money, property or by the issue of fully paid shares of the share capital of the Corporation.
- (c) ***Liquidation.*** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, the holders of the common shares shall be entitled to receive the remaining property of the Corporation.

II. The preferred shares shall have attached thereto, as a class, the following rights, privileges, restrictions and conditions:

- (a) The preferred shares may at any time and from time to time be issued in one or more series.
- (b) Subject to the *Canada Business Corporations Act*, the Board of Directors may fix, before the issue thereof, the number of, the consideration per share, the designation of, the rights, privileges, restrictions and conditions attaching to the preferred shares of each series, which rights, privileges, restrictions and conditions may include, without limitation, any voting rights, any right to receive dividends (which may be cumulative or non-cumulative and variable or fixed) or the means of determining such dividends, the dates of payment thereof, any terms and conditions of redemption or purchase, any conversion or exchange features or rights, any rights on the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets among the shareholders for the purpose of winding up the affairs of the Corporation, and any sinking fund or other provisions, the whole to be subject to the issue of a certificate of amendment setting forth the

designation, rights, privileges, restrictions and conditions attaching to the preferred shares of the series in question.

- (c) The preferred shares of each series shall, with respect to the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets among the shareholders for the purpose of winding up the affairs of the Corporation, rank on a parity with the preferred shares of every other series and be entitled to preference over the common shares and any other shares ranking junior to the preferred shares with respect to payment of dividends and the distribution of the remaining property or assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets among the shareholders for the purpose of winding up the affairs of the Corporation.

ANNEX B

Other provisions, if any:

The directors may appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.



Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

GENIVAR Inc.

750209-5

Corporate name(s) of CBCA applicants / Dénomination(s)
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou
des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

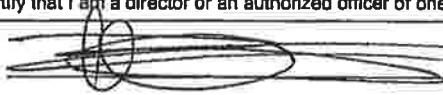
Marcie Girouard

Director / Directeur

2014-01-01

Date of Arrangement (YYYY-MM-DD)
Date de l'arrangement (AAAA-MM-JJ)

Canada Business Corporations Act (CBCA)
FORM 14.1
ARTICLES OF ARRANGEMENT
(Section 192)

1 - Name of the applicant corporation(s) GENIVAR Inc.	Corporation number 7502095
2 - Name of the corporation(s) the articles of which are amended, if applicable N/A	Corporation number
3 - Name of the corporation(s) created by amalgamation, if applicable N/A	Corporation number
4 - Name of the dissolved corporation(s), if applicable N/A	Corporation number
5 - Name of the other bodies corporate involved, if applicable GROUPE WSP GLOBAL INC. / WSP GLOBAL INC.	Corporation number or jurisdiction QBCA: #1169622710 CBCA: # 7748388
6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected. For the charter information of Groupe WSP Global Inc. / WSP Global Inc. please see Annex A, B and C. In accordance with the plan of arrangement, <ul style="list-style-type: none"> <input type="checkbox"/> a. the articles of the corporation(s) indicated in Item 2, are amended. If the amendment includes a name change, indicate the change below: <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div> <input type="checkbox"/> b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number): <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div> <input type="checkbox"/> c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved: <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div> 	
7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.	
Signature 	
Print name <u>Valéry Zamuner</u>	
Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).	

JAN 01 2014

**AMENDED AND RESTATED
PLAN OF ARRANGEMENT
UNDER SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE 1
INTERPRETATION**

WHEREAS, in accordance with Article 6 hereof and the special resolution adopted by the Shareholders at the Meeting, the Corporation wishes to amend and restate the Plan of Arrangement approved at the Meeting as provided herein in order to make certain changes of an administrative nature required to give better effect to the implementation of the Plan of Arrangement; and

WHEREAS this amended and restated Plan of Arrangement has been filed with the Court on December 11, 2013.

1.1 Definitions.

In this Plan of Arrangement, the following terms have the following meanings:

- (a) "**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the arrangement pursuant to Section 192 of the CBCA set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;
- (b) "**Arrangement Agreement**" means the agreement dated as of April 16, 2013 between GENIVAR and GENIVAR, on behalf of WSP Global, with respect to the Arrangement and all amendments thereto;
- (c) "**Articles of Arrangement**" means the articles in respect of the Arrangement required under subsection 192(6) of the CBCA to be filed with the Director after the Final Order has been granted;
- (d) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open for business in the City of Montreal, in the Province of Quebec, for the transaction of banking business;
- (e) "**CBCA**" means the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44;
- (f) "**Certificate**" means the certificate to be issued by the Director pursuant to subsection 192(7) of the CBCA giving effect to the Arrangement;
- (g) "**Circular**" means the Circular of GENIVAR dated April 24, 2013, together with all appendices thereto in respect of the Meeting;
- (h) "**Continuation Resolution**" means the approval by special resolution of the continuation of WSP Global as a condition precedent to the Arrangement;
- (i) "**Court**" means the Superior Court of Quebec;
- (j) "**Depositary**" means Canadian Stock Transfer as administrative agent for CIBC Mellon Trust Company, or such other person as may be designated by GENIVAR and its officers and set out in the Letter of Transmittal;

- (k) **"Director"** means the director appointed under Section 260 of the CBCA;
- (l) **"DRIP"** means the dividend reinvestment plan of GENIVAR, as it may be amended from time to time;
- (m) **"Effective Date"** means the date the Arrangement is effective under the CBCA, as endorsed by the Certificate;
- (n) **"Effective Time"** means 12:01 a.m. (Montreal time) on the Effective Date as endorsed by the Certificate;
- (o) **"Final Order"** means the final order of the Court approving this Arrangement as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;
- (p) **"GENIVAR"** means GENIVAR Inc.;
- (q) **"Interim Order"** means the interim order of the Court concerning the Arrangement containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be amended by the Court;
- (r) **"Letter of Transmittal"** means the letter of transmittal to be sent by GENIVAR to the Shareholders in connection with the Arrangement;
- (s) **"LTIP"** means the amended and restated long-term incentive plan of GENIVAR, as it may be amended from time to time;
- (t) **"Meeting"** means the annual and special meeting of Shareholders to be held, among other things, to consider the Arrangement and related matters, and any adjournment thereof;
- (u) **"Person"** includes an individual, limited or general partnership, limited liability company, limited liability, partnership, trust, joint venture, association, body corporate, trustee, executor, administrator, legal representative, government (including any governmental entity) or any other entity, whether or not having legal status;
- (v) **"Plan of Arrangement"** means this plan of arrangement involving WSP Global, GENIVAR and the Shareholders and any amendment or variation made in accordance with Article 6;
- (w) **"QBCA"** means the *Business Corporations Act* (Quebec);
- (x) **"Shares"** means the common shares of GENIVAR;
- (y) **"Shareholders"** means the shareholders of GENIVAR;
- (z) **"Subsidiary"** means, with respect to any Person, a subsidiary (as that term is defined in the CBCA (for such purposes, if such person is not a corporation, as if such person were a corporation)) of such Person and includes any limited partnership, joint venture, trust, limited liability company, unlimited liability company or other entity, whether or not having legal status, that would constitute a subsidiary (as described above) if such entity were a corporation;
- (aa) **"WSP Global"** means WSP Global Inc., a corporation to be incorporated under the QBCA as a wholly-owned Subsidiary of GENIVAR prior to the Effective Time;
- (bb) **"WSP Global DRIP"** means the dividend reinvestment plan of WSP Global; and

- (cc) "WSP Global Shares" means the common shares in the share capital of WSP Global, which common shares will be issued to Shareholders in consideration for the transfer of their Shares held as of the Effective Date to WSP Global pursuant to the Arrangement.
- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place, except that the Effective Date can fall on a date that is not a Business Day.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2 ARRANGEMENT

- 2.1 Upon the filing of the Articles of Arrangement and the issuance of the Certificate, this Plan of Arrangement shall become, on or after the Effective Time, effective and binding on: (i) the Shareholders; (ii) GENIVAR and (iii) WSP Global.
- 2.2 The Articles of Arrangement and the Certificate shall be filed and issued, respectively, with regard to this Arrangement in its entirety. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article 4 has become effective in the sequence and at the times set out therein.
- 2.3 Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with respect to any party or Person until the Effective Time. Furthermore, each of the events listed in Article 4 shall be, without affecting the timing set out in Article 4, mutually conditional, such that no event described in said Article 4 may occur without all steps occurring, and those events shall effect the integrated transaction which constitutes the Arrangement.

ARTICLE 3 PRELIMINARY STEPS PRIOR TO THE ARRANGEMENT

- 3.1 Prior the Effective Date and as set forth below, the following preliminary steps shall have occurred in the following order as conditions precedent to the Arrangement:
- (a) at least one day prior to the Effective Time, GENIVAR will incorporate WSP Global pursuant to the provisions of the QBCA and one WSP Global Share will be issued to GENIVAR;
- (b) immediately after the completion of step (a) above, WSP Global will ratify the Arrangement Agreement; and
- (c) immediately after the completion of step (b) above, GENIVAR, as sole shareholder of WSP Global, will approve by special resolution (the "**Continuation Resolution**") the continuation of

WSP Global under the CBCA pursuant to step (f) of the Plan of Arrangement, to be effective at the Effective Date.

ARTICLE 4 ARRANGEMENT STEPS

- 4.1 Each of the events set out below shall occur and shall be deemed to occur in the following order, each occurring one minute apart commencing at the Effective Time, except for steps (a) and (b) which shall occur simultaneously, without any further act or formality, except as otherwise provided herein:

Exchange of Shares for WSP Global Shares

- (a) At the Effective Time, the Shares held by the Shareholders will be transferred to WSP Global in consideration for WSP Global Shares on the basis of one WSP Global Share for each Share so transferred. The amount corresponding to the stated capital for the Shares will be added to the stated capital account of WSP Global at the time of the exchange;

Cancellation of WSP Global Share held by GENIVAR

- (b) The WSP Global Share issued to GENIVAR upon the incorporation of WSP Global will be cancelled;

Amendment to the LTIP

- (c) The LTIP will be amended to reflect the fact that the LTIP will apply to WSP Global after the Effective Date;

Amendment of the DRIP

- (d) The WSP Global DRIP will become effective and all existing participants in the DRIP will be deemed to be participants in the WSP Global DRIP without any further action on their part. The dividends declared and paid after the Effective Date to a person deemed to be a participant in the WSP Global DRIP will be automatically applied to the purchase of WSP Global Shares in accordance with the terms and conditions of the WSP Global DRIP;

Ratification of the Continuation Resolution by the Shareholders of WSP Global

- (e) The shareholders of WSP Global will be deemed to have ratified the Continuation Resolution pursuant to the provisions of the QBCA;

Continuation of WSP Global under the CBCA

- (f) WSP Global will be continued under the provision of the CBCA and the articles, by-laws, directors and officers of WSP Global will be the same as those of GENIVAR prior to the Effective Date, except for amendments as may be required to reflect the Arrangement and as permitted by applicable laws;

Reduction of Stated Capital of WSP Global

- (g) The stated capital maintained in respect of the WSP Global Shares will be reduced by an amount of \$200 million without any cash or consideration paid to the shareholders of WSP Global.

- 4.2 Upon the exchange of Shares for WSP Global Shares pursuant to Section 4.1(a), at the Effective Time:

- (a) each former holder of Shares shall cease to be the holder of the Shares so exchanged and the name of each such holder shall be removed from the register of holders of Shares;

- (b) each such holder of Shares shall become the holder of the WSP Global Shares exchanged for the Shares held by such holder and shall be added to the register of holders of WSP Global Shares in respect thereof; and
- (c) WSP Global shall become the holder of the Shares so exchanged and shall be added to the register of holders of Shares in respect thereof.

ARTICLE 5 CERTIFICATES

5.1 Issuance of Certificates Representing WSP Global Shares

- (a) From and after the Effective Date, certificates formerly representing Shares that are exchanged under Section 4.1 shall represent only the right to receive WSP Global Shares to which the holders are entitled pursuant to the Arrangement.
- (b) Subject to Section 5.1(f), upon surrender to the Depositary for the exchange of Shares for WSP Global Shares of a certificate which immediately prior to or upon the Effective Time represented Shares in respect of which the holder is entitled to receive WSP Global Shares under the Arrangement, together with a duly completed Letter of Transmittal, and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and after the Effective Time the Depositary shall deliver to such holder, a certificate representing that number of WSP Global Shares which such holder has the right to receive (together with any dividends with respect thereto pursuant to Section 5.1(d) (and any additional WSP Global Shares purchased pursuant to the WSP Global DRIP, if applicable)) and any certificate so surrendered shall forthwith be transferred to WSP Global.
- (c) Until surrendered as contemplated by this Section 5.1, each certificate which immediately prior to or upon the Effective Time represented one or more Shares, under the Arrangement, that were exchanged or were deemed to be exchanged for WSP Global Shares pursuant to Section 4.1, shall be deemed at all times at and after the Effective Time to represent only the right to receive upon such surrender (i) a certificate representing that number of WSP Global Shares which such holder has the right to receive as contemplated by this Section 5.1 and (ii) any dividends with a record date after the Effective Time therefor paid or payable with respect to the WSP Common Shares (including any additional WSP Global Shares purchased pursuant to the WSP Global DRIP).
- (d) All dividends, if any, made with respect to any WSP Global Shares allotted and issued pursuant to this Plan of Arrangement but for which a duly completed Letter of Transmittal together with all required documents has not been received and a certificate has not been issued, shall be paid or delivered to the Depositary to be held by the Depositary in trust for the registered holder thereof without interest. Subject to Section 5.1(f), the Depositary shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefore is made by the registered holder to the Depositary in such form as the Depositary may reasonably require, such dividends to which such holder is entitled (including any additional WSP Global Shares purchased pursuant to the WSP Global DRIP, if applicable), net of applicable withholding and other taxes, upon delivery of the certificate representing the WSP Global Shares issued to such holder in accordance with the Plan of Arrangement.
- (e) Subject to Section 5.1(f), if a participant in the DRIP is the registered holder of Shares, all dividends which are payable in respect of the WSP Global Shares issuable in exchange for such Shares, will be used to purchase additional WSP Global Shares pursuant to the WSP Global DRIP, notwithstanding that such registered holder has not deposited with the Depositary a validly completed and executed Letter of Transmittal together with the certificates representing such Shares.

- (f) Any certificate formerly representing Shares that is not deposited with all other documents as required by this Plan of Arrangement on or prior to the sixth anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature, including the right of the holder to receive WSP Global Shares or any dividends which may have been declared thereon (including any additional WSP Global Shares to be purchased pursuant to the WSP Global DRIP, if applicable). In such case, such WSP Global Shares shall be returned to WSP Global for cancellation.

5.2 Book Entry System and Certificates

Beneficial Shareholders may participate in the Arrangement by following the procedures for book-entry transfer established by CDS, provided that a Book-Entry Confirmation through CDSX is received by the Depositary at one of its principal offices in Halifax, Montreal, Toronto, Calgary or Vancouver at or prior to the expiry time specified in the Letter of Transmittal. Shareholders submitting their Shares through a book-entry transfer shall be deemed to have completed and submitted a Letter of Transmittal and to be bound by the terms thereof and therefore such instructions shall be considered a valid deposit under and in accordance with the Arrangement.

ARTICLE 6 AMENDMENTS

- 6.1 GENIVAR may amend this Plan of Arrangement at any time, provided that each such amendment must be set out in writing and filed with the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be made prior to the Effective Time by GENIVAR without the approval of the Court or the Shareholders, provided that it concerns a matter which, in the reasonable opinion of GENIVAR, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement or is not adverse to the financial or economic interests of any holder of Shares.
- 6.3 Subject to Section 6.2, any amendment to this Plan of Arrangement may be proposed by GENIVAR at any time prior to or at the Meeting (provided that the other parties shall have consented thereto) with or without any other prior notice or communication to Shareholders, and if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.4 Subject to Section 6.2, GENIVAR may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Meeting and prior to the Effective Time with the approval of the Court and, if and as required by the Court, after communication to Shareholders.

ARTICLE 7 GENERAL

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein.

7.2 Severability of Plan of Arrangement Provisions

If, prior to the Effective Time, any term or provision of this Plan of Arrangement is held by the Court to be invalid, void or unenforceable, the Court, at the request of any parties, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of

the terms and provisions of this Plan of Arrangement shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

7.3 Governing Laws

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Any questions as to the interpretation or application of this Plan of Arrangement and all proceedings taken in connection with this Plan of Arrangement and its provisions shall be subject to the exclusive jurisdiction of the Court.

ANNEX A TO THE ARTICLES OF ARRANGEMENT

Summary of Groupe WSP Global Inc. continuance (import) under CBCA

1. Upon continuance under the *Canada Business Corporations Act* ("CBCA"), Groupe WSP Global Inc. will be called Groupe WSP Global Inc. / WSP Global Inc. (the "Corporation").
2. The registered office address of the Corporation will be located in the province of Quebec.
3. The Corporation is authorized to issue an unlimited number of common shares and preferred shares. The rights, privileges and restrictions attached to each class of shares are as described in Annex B to the Articles of Arrangement.
4. There shall be no restrictions on the transfer of shares.
5. The Corporation will have a minimum of 3 directors and a maximum of 10 directors.
6. There shall be no restrictions on the business that the Corporation may carry on.
7. The Corporation was incorporated under the *Business Corporations Act* (Quebec) by Certificate of Incorporation dated November 15, 2013.
8. The directors may appoint one or more additional directors, who shall hold office for a term expiring not later than the close of the next annual meeting of shareholders, but the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual meeting of shareholders.
9. The Registraire des entreprises of Quebec has consented to the continuance of the Corporation and has issued an authorization to continue attached as Annex C to the Articles of Arrangement.

ANNEX B TO THE ARTICLES OF ARRANGEMENT

The classes and any maximum number of shares that the corporation is authorized to issue

Unlimited number of common shares; and
Unlimited number of preferred shares.

I. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:

- (a) **Voting.** Each common share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Corporation.
- (b) **Dividends.** The holders of the common shares shall be entitled to receive during each year, as and when declared by the board of directors, dividends payable in money, property or by the issue of fully paid shares of the share capital of the Corporation.
- (c) **Liquidation.** In the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, the holders of the common shares shall be entitled to receive the remaining property of the Corporation.

II. The preferred shares shall have attached thereto, as a class, the following rights, privileges, restrictions and conditions:

- (a) The preferred shares may at any time and from time to time be issued in one or more series.
- (b) Subject to the *Canada Business Corporations Act*, the Board of Directors may fix, before the issue thereof, the number of, the consideration per share, the designation of, the rights, privileges, restrictions and conditions attaching to the preferred shares of each series, which rights, privileges, restrictions and conditions may include, without limitation, any voting rights, any right to receive dividends (which may be cumulative or non-cumulative and variable or fixed) or the means of determining such dividends, the dates of payment thereof, any terms and conditions of redemption or purchase, any conversion or exchange features or rights, any rights on the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets among the shareholders for the purpose of winding up the affairs of the Corporation, and any sinking fund or other provisions, the whole to be subject to the issue of a certificate of amendment setting forth the designation, rights, privileges, restrictions and conditions attaching to the preferred shares of the series in question.

- (c) The preferred shares of each series shall, with respect to the payment of dividends and the distribution of assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets among the shareholders for the purpose of winding up the affairs of the Corporation, rank on a parity with the preferred shares of every other series and be entitled to preference over the common shares and any other shares ranking junior to the preferred shares with respect to payment of dividends and the distribution of the remaining property or assets in the event of the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or other distribution of assets among the shareholders for the purpose of winding up the affairs of the Corporation.

ANNEX C TO THE ARTICLES OF ARRANGEMENT
Authorization to continue from the Registraire des entreprises of Quebec.

Attestation aux fins de la continuation

Loi sur les sociétés par actions (L.R.Q., c. S-31.1)

Le Registraire des entreprises atteste qu'il autorise la société par actions

GRUPE WSP GLOBAL INC.

à demander sa continuation sous le régime de la Loi canadienne sur les sociétés par actions
(L.R.C.(1985), c. C-44).



Fernel Simard

CANADA

SUPERIOR COURT
(Commercial Division)

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
No.: 500-11-044499-131

Date: May 27, 2013

Present: Honourable Robert Mongeon, J.S.C.

GENIVAR INC.

Applicant

-and-

SHAREHOLDERS of GENIVAR INC.

-and-

**THE DIRECTOR APPOINTED UNDER
SECTION 260 OF THE CANADA BUSINESS
CORPORATIONS ACT (the "Director")**

Mis-en-cause

FINAL ORDER¹

- [1] **GIVEN** the Applicant's "*Amended Application for Interim and Final Orders with respect to an Arrangement*" pursuant to Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985 c. C-44, as amended (the "CBCA"), the exhibits and the affidavit of Pierre Shoiry filed in support thereof (the "**Application**");
- [2] **GIVEN** that this Court is satisfied that the Director appointed pursuant to the CBCA has been duly served with the Application and has confirmed in writing that he would not appear or be heard at the hearing on the Final Order, as appears from the non-appearance letter dated May 24, 2013, issued by the Director appointed under Section 260 of the CBCA;
- [3] **GIVEN** the provisions of the CBCA;

¹ All capitalized terms used and not otherwise defined therein shall have the same meaning as set out in the interim order rendered by the Honourable Robert Mongeon, J.S.C. on April 24, 2013 (the "Interim Order").

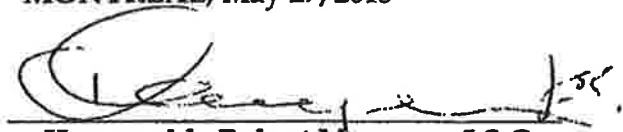
- [4] **GIVEN** the Interim Order issued by this Court on April 24, 2013;
- [5] **GIVEN** that the Proxy Material was sent in accordance with the Interim Order, as appears from the supplemental affidavit of Pierre Shoiry dated May 24, 2013 and more particularly from exhibit PS-2 produced in support thereof;
- [6] **GIVEN** that the Arrangement Resolution was submitted at the Shareholders Meeting for the purpose of approving and authorizing the Arrangement and the Plan of Arrangement;
- [7] **GIVEN** that the Arrangement Resolution was approved by the required majorities in accordance with the Interim Order;
- [8] **GIVEN** that this Court is satisfied that the Arrangement conforms with the requirements of the CBCA, has a valid business purpose, and was structured in a manner that could resolve in a fair and balanced way any objection(s) that could have been raised by those whose legal rights are being arranged;
- [9] **GIVEN** that this Court is satisfied that the Arrangement is fair and reasonable;
- [10] **GIVEN** the representations of counsel for the Applicant and the absence of any contestation;
- [11] **GIVEN** that this Court remains seized of this matter to resolve any difficulty which may arise in relation to or in connection with the implementation of the Arrangement;

FOR THESE REASONS, THE COURT:

- [12] **GRANTS** the present application for Final Order;
- [13] **DECLARES** that the service of the Application has been made in accordance with the Interim Order is valid and sufficient and amounts to valid service of same;
- [14] **DECLARES** the Plan of Arrangement, as submitted to and voted on by the GENIVAR Shareholders, duly adopted in accordance with the directions given by this Court in the Interim Order;

- [15] **DECLARES** that the Plan of Arrangement conforms with the requirements of the CBCA;
- [16] **DECLARES** that the Arrangement has a valid business purpose, resolves in a fair and balanced way the objections of those whose legal rights are being arranged and is fair and reasonable to the GENIVAR Shareholders;
- [17] **ORDERS** that the Plan of Arrangement be and is hereby approved and ratified;
- [18] **ORDERS** that the Arrangement shall take effect in accordance with the terms of the Plan of Arrangement on the Effective Date, as defined therein;
- [19] **AUTHORIZES** the filing of the Articles of Arrangement with the Director appointed pursuant to the CBCA;
- [20] **ACKNOWLEDGES**, having found that the terms and conditions of the Arrangement are fair to the GENIVAR Shareholders, that this Final Order will constitute the basis for a claim to an exemption from the registration requirements of the U.S. Securities Act of 1933, as amended, with respect to the common shares of WSP Global Inc. to be issued under the Arrangement hereby approved;
- [21] **DECLARES** that the GENIVAR Shareholders are bound by the terms of this Final Order;
- [22] **ORDERS** provisional execution of the Final Order notwithstanding appeal;
- [23] **THE WHOLE**, without costs.

MONTREAL, May 27, 2013


Honourable Robert Mongeon, J.S.C.


COPIE CONFORME
Greffier adjoint