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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended _____

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report: October 19, 2021

Commission File Number: 001-40924

Algoma Steel Group Inc.
(Exact name of Registrant as specified in its charter)

Not applicable
(Translation of Registrant's name into English)

British Columbia
(Jurisdiction of incorporation or organization)

105 West Street
Sault Ste. Marie, Ontario
P6A 7B4, Canada
(705) 945-2351
(Address of principal executive offices)

John Naccarato
Algoma Steel Group Inc.
105 West Street
Sault Ste. Marie, Ontario
P6A 7B4, Canada
Tel: (705) 945-2351
(Name, Telephone, Email and/or Facsimile number and Address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, without par value	ASTL	The NASDAQ Stock Market LLC
Warrants to purchase Common Shares	ASTLW	The NASDAQ Stock Market LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the shell company report:

On October 19, 2021, the issuer had 112,074,095 common shares, without par value, outstanding.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☐

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☒

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, or an emerging growth company. See definition of "accelerated filer," "large accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Emerging growth company	☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐	International Financial Reporting Standards as issued by the International Accounting Standards Board ☒	Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☐

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EXPLANATORY NOTE

On October 19, 2021 (the "Closing Date"), Algoma Steel Group Inc. (formerly known as 1295908 B.C. Ltd.), a corporation organized under the laws of the Province of British Columbia ("Algoma"), consummated the previously announced business combination pursuant to the Agreement and Plan of Merger (the "Merger Agreement"), by and among Algoma, Algoma Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Algoma ("Merger Sub"), and Legato Merger Corp., a Delaware corporation ("Legato"), which provided for, among other things, the merger of Merger Sub with and into Legato, with Legato surviving as a wholly-owned subsidiary of Algoma, and with the securityholders of Legato becoming securityholders of Algoma (the "Merger"). Capitalized terms used and not otherwise defined in this Shell Company Report on Form 20-F have the respective meanings given those terms in the Proxy Statement/Prospectus (the "Proxy Statement/Prospectus"), forming part of the Registration Statement on Form F-4 of the Company, as amended (File No. 333-257732) (the "Registration Statement").

Prior to the effective time of the Merger (the "Effective Time"), (i) Algoma effectuated a reverse stock split ("Stock Split"), such that each outstanding common share in the capital of Algoma became such number of common shares of Algoma ("Algoma Common Shares"), each valued at $10.00 per share, as determined by the Conversion Factor (as defined in the Merger Agreement), and each such Algoma Common Share was subsequently distributed to the equityholders of Algoma's ultimate parent company, and (ii) each outstanding LTIP Award that had vested was exchanged for the right to acquire a number of Algoma Common Shares as determined by reference to the Conversion Factor ("Replacement LTIP Awards"), subject to the holder of such LTIP Award having executed an exchange agreement and joinder to the Lock-up Agreement, such that after giving effect to the Stock Split and the LTIP Exchange, immediately prior to the Merger (and prior to the completion of the PIPE Investment (as defined below)), there were 75.0 million Algoma Common Shares outstanding on a fully-diluted basis.

As a result of the Merger, (i) each outstanding unit of Legato was separated immediately prior to the Effective Time into one share of common stock, par value $0.0001 per share, of Legato ("Legato Common Stock") and one warrant exercisable for one share of Legato Common Stock ("Legato Warrant"), (ii) at the Effective Time each outstanding share of Legato Common Stock was converted into and exchanged for the right to receive one newly issued Algoma Common Share and (iii) at the Effective Time, pursuant to the Warrant Agreement, as amended by the Amendment Agreement, each Legato Warrant was converted into an equal number of warrants to purchase Algoma Common Shares ("Algoma Warrants"), with each Algoma Warrant exercisable for one Algoma Common Share for $11.50 per share, subject to adjustment, with the exercise period beginning November 18, 2021, the date that is 30 days following the closing of the Merger.

On May 24, 2021, concurrently with the execution of the Merger Agreement, Algoma and Legato entered into Subscription Agreements (the "PIPE Subscription Agreements") with certain investors (the "PIPE Investors"), pursuant to which the PIPE Investors subscribed for and purchased, and Algoma and Legato issued and sold to such PIPE Investors, an aggregate of 10,000,000 Algoma Common Shares and shares of Legato Common Stock at $10.00 per share for an aggregate purchase price of approximately $100 million (the "PIPE Investment").

Following the consummation of the Merger on the Closing Date, Legato was dissolved and its assets and liabilities were distributed to Algoma.

Following the closing of the PIPE Investment, and after giving effect to redemptions of shares by stockholders of Legato and payment of transaction expenses, the transactions described above generated approximately US$306 million for Algoma.

The Algoma Common Shares and the Algoma Warrants are traded on The Nasdaq Stock Market LLC ("Nasdaq") "ASTL" and "ASTLW", respectively and the Toronto Stock Exchange ("TSX") under the symbols "ASTL" and "ASTL.WT," respectively.

Except as otherwise indicated or required by context, references in this Shell Company Report on Form 20-F (the "Report") to "we", "us", "our", "Algoma" or the "Company" refer to Algoma Steel Group Inc., a company organized under the laws of the Province of British Columbia, and its consolidated subsidiaries.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Report and the documents incorporated by reference herein include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Forward-looking statements relate to, among others, our plans, objectives and expectations for our business, operations and financial performance and condition, and can be identified by terminology such as "may", "should", "expect", "intend", "plan", "anticipate", "believe", "estimate", "predict", "potential", "continue" and similar expressions that do not relate solely to historical matters. Forward-looking statements are based on management's belief and assumptions and on information currently available to management. Although we believe that the expectations reflected in forward-looking statements are reasonable, such statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by forward-looking statements.

Forward-looking statements in this Report and in any document incorporated by reference in this Report may include, but are not limited to, statements about:

- the risk that the benefits of the Merger may not be realized;
- the outcome of any legal proceedings that may be initiated in connection with the Merger;
- the effect of the Merger on Algoma's business relationships, operating results and business generally;
- risks that the Merger could disrupt current plans and operations of Algoma;
- foreign exchange rate;
- future financial performance;
- future cash flow and liquidity;
- future capital investment;
- our ability to operate our business, remain in compliance with debt covenants and make payments on our indebtedness, with a substantial amount of indebtedness;
- significant domestic and international competition;
- increased use of competitive products;
- a protracted fall in steel prices;
- excess capacity, resulting in part from expanded production in China and other developing economies;
- low-priced steel imports and decreased trade regulation;
- protracted declines in steel consumption caused by poor economic conditions in North America or by the deterioration of the financial position of our key customers;
- increases in annual funding obligations resulting from our under-funded pension plans;
- supply and cost of raw materials and energy;
- currency fluctuations, including an increase in the value of the Canadian dollar against the U.S. dollar;
- environmental compliance and remediation;
- unexpected equipment failures and other business interruptions;
- a protracted global recession or depression;
- changes in our credit ratings or the debt markets;
- the ability of Algoma to implement and realize its business plans, including Algoma's ability to make investments in electric arc furnace ("EAF") steelmaking;

- the risk that the anticipated benefits of (i) the loan of up to C$200 million from Innovation, Science, and Economic Development Canada's Strategic Innovation Fund and (ii) the loan of up to C$220 million from the Canada Infrastructure Bank (together, the "Green Steel Funding") will fail to materialize as planned or at all;
- changes in general economic conditions, including as a result of the COVID-19 pandemic;
- projected increases in liquid steel capacity as a result of the proposed transformation to EAF steelmaking;
- projected cost savings associated with the proposed transformation to EAF steelmaking;
- projected reduction in CO2 emissions associated with the proposed transformation to EAF steelmaking, including with respect to the impact of such reductions on the Green Steel Funding and carbon taxes payable;
- our ability to enter into contracts to source scrap and the availability of scrap; and
- the availability of alternative metallic supply.

Forward-looking statements are subject to known and unknown risks and uncertainties and are based on potentially inaccurate assumptions that could cause actual results to differ materially from those expected or implied by the forward-looking statements. Actual results could differ materially from those anticipated in forward-looking statements for many reasons, including the factors discussed under the "Risk Factors" section in the Proxy Statement/Prospectus, which section is incorporated herein by reference. Accordingly, you should not rely on these forward-looking statements, which speak only as of the date of this Report. We undertake no obligation to publicly revise any forward-looking statement to reflect circumstances or events after the date of this Report or to reflect the occurrence of unanticipated events. You should, however, review the factors and risks described in the reports we will file from time to time with the SEC after the date of this Report.

Although we believe the expectations reflected in the forward-looking statements were reasonable at the time made, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assume responsibility for the accuracy or completeness of any of these forward-looking statements. You should carefully consider the cautionary statements contained or referred to in this section in connection with the forward looking statements contained in this Report and any subsequent written or oral forward-looking statements that may be issued by the Company or persons acting on its behalf.

PART I

ITEM 1. IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

A. Directors and Senior Management

Information regarding the directors and executive officers of the Company after the closing of the Merger is included in the Proxy Statement/Prospectus under the section titled "*Management of Algoma Following the Merger*" and is incorporated herein by reference.

On October 19, 2021, in connection with the closing of the Merger, each of David D. Sgro, Eric S. Rosenfeld and Brian Pratt was appointed as a director of the Company.

In addition, on October 21, 2021, Mary Anne Bueschkens, Gale Rubenstein and James Gouin were appointed as directors of the Company. For biographical information concerning such additional directors, see below:

Name	Age	Position
Mary Anne Bueschkens	60	Director
Gale Rubenstein	68	Director
James Gouin	61	Director

Mary Anne Bueschkens is a globally experienced business executive, attorney and board member. She has held progressive roles as General Counsel, President, CEO and Vice-Chair of the Board of Directors and member of the Nominating and Governance Committee of ABC Technologies Inc., a TSX-listed global Tier One automotive parts supplier, in addition to serving as a Board and Audit Committee Member of ACPS, a leading European automotive parts supplier. She was previously a tax partner with a leading Canadian law firm where she was the Head of the National Tax Group and on the Executive Management Committee. Ms. Bueschkens is a member of the Board of Governors of the Royal Ontario Museum and its Nominating and Governance Committee, and a member of the Original Equipment Suppliers Association. She completed her undergraduate and graduate studies in sciences and business at the University of Windsor (B.Sc., B.Comm and MBA) and her law degree at Osgoode Hall Law School, York University (JD Law). She also is a holder of the Institute of Corporate Directors Director designation (ICD.D) from the Rotman School of Business Management, Toronto.

Gale Rubenstein is an experienced board director with deep expertise in corporate pensions and regulatory matters, corporate governance, restructuring and crisis management. She has spent the last 40 years of her career with Goodmans LLP, including as a partner since 1986. Ms. Rubenstein's board experience includes the University Pension Plan Ontario – Inaugural Chair Board of Trustees since 2019, board member of Hydro One from 2007-2018, and board member of the Canadian Lawyers Liability Assurance Society from 1990-2012. She was also a member of the Executive Committee and the Partners Compensation Committee at Goodmans LLP. Ms. Rubenstein is a member of the Law Society of Ontario and the Canadian Bar Association. She received her LL. B. from Osgoode Hall Law School.

James Gouin served as President, Chief Executive Officer, and a member of the board of directors of Tower International, Inc. ("Tower"), a global manufacturer of engineered automotive products from 2017 until the sale of Tower in 2019. Mr. Gouin served as President of Tower during 2016 after joining the company in November 2007 as Executive Vice President and Chief Financial Officer. Prior to Tower, Mr. Gouin served as a Senior Managing Director of the corporate finance practice of FTI Consulting, Inc. ("FTI"), a business advisory firm. Before joining FTI, Mr. Gouin spent 28 years at Ford Motor Company in a variety of senior positions, including as Vice President, Finance and Global Corporate Controller from 2003 to 2006 and as Vice President of Finance, Strategy and Business Development of Ford Motor Company's International Operations from 2006 to 2007. Mr. Gouin also served on the Board of Trustees of the University of Detroit Mercy until October 2017, and the Board of Vista Maria, a non-profit corporation, until 2019. Since 2015, he has served on the board, the Audit Committee, and the Compensation and Human Capital Committee of Exterran Corporation, an upstream oil, gas, and water solution company. Mr. Gouin received a B.B.A. from the Detroit Institute of Technology and an M.B.A. from the University of Detroit Mercy.

The business address for each of the directors and executive officers of the Company is 105 West Street, Sault Ste. Marie, Ontario, P6A 7B4, Canada.

B. Advisers

Goodmans LLP, Bay Adelaide Centre, 333 Bay Street, Suite 3400, Toronto, Ontario M5H 2S7, Canada, has acted as counsel for the Company with respect to Canadian law and continues to act as counsel for the Company with respect to Canadian law following the completion of the Merger.

Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064, United States, has acted as U.S. securities counsel for the Company and continues to act as U.S. securities counsel to the Company following the completion of the Merger.

Lawson Lundell LLP, Suite 1600 Cathedral Place, 925 West Georgia Street, Vancouver, British Columbia V6C 3L2, Canada has acted as counsel for the Company with respect to British Columbia law and continues to act as counsel for the Company with respect to British Columbia law following the completion of the Merger.

C. Auditors

Deloitte LLP, Chartered Professional Accountants, 8 Adelaide Street West, Suite 200, Toronto, Ontario, Canada M5H 0A9, has acted as the accounting firm for the Company for the years ended March 31, 2021, 2020 and 2019.

ITEM 2. OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3. KEY INFORMATION

A. Selected Financial Data

Selected financial information regarding Algoma is included in the Proxy Statement/Prospectus under the section titled "*Selected Historical Financial Data of Algoma*" and is incorporated herein by reference.

B. Capitalization and Indebtedness

The following table sets forth the capitalization of the Company on an unaudited pro forma combined basis as of June 30, 2021, after giving effect to the Merger and the PIPE Investment:

Pro Forma Combined Consolidated(1)	As of June 30, 2021 (C$) in millions
Cash and cash equivalents	$ 410.1
Total indebtedness	1,760.7
Share capital	907.3
Accumulated other comprehensive income	(6.9)
Contributed Surplus	31.7
Accumulated deficit	(607.4)
Total equity	324.8
Total capitalization	$ 2,085.5

(1) Reflects actual redemptions of 716 shares of Legato Common Stock in connection with the Merger.

C. Reasons for the Offer and Use of Proceeds

Not applicable.

D. Risk Factors

The risk factors related to the business and operations of Algoma are described in the Proxy Statement/Prospectus under the section titled "*Risk Factors*", which is incorporated herein by reference.

ITEM 4. INFORMATION ON THE COMPANY

A. History and Development of the Company

See "*Explanatory Note*" in this Report for additional information regarding the Company and the Merger Agreement. Certain additional information about the Company is included in the Proxy Statement/Prospectus under the section titled "*Algoma's Business*" and is incorporated herein by reference. The material terms of the Merger are described in the Proxy Statement/Prospectus under the section titled "*The Merger Agreement*", which is incorporated herein by reference.

The Company is subject to certain of the informational filing requirements of the Exchange Act. Since the Company is a "foreign private issuer", it is exempt from the rules and regulations under the Exchange Act prescribing the furnishing and content of proxy statements, and the officers, directors and principal shareholders of the Company are exempt from the reporting and "short-swing" profit recovery provisions contained in Section 16 of the Exchange Act with respect to their purchase and sale of Algoma Common Shares. In addition, the Company is not required to file reports and financial statements with the SEC as frequently or as promptly as U.S. public companies whose securities are registered under the Exchange Act. However, the Company is required to file with the SEC an Annual Report on Form 20-F containing financial statements audited by an independent accounting firm. The SEC also maintains a website at http://www.sec.gov that contains reports and other information that the Company files with or furnishes electronically to the SEC.

The website address of the Company is http://www.algoma.com. The information contained on the website does not form a part of, and is not incorporated by reference into, this Report.

B. Business Overview

Information regarding the business of Algoma is included in the Proxy Statement/Prospectus under the sections titled "*Algoma's Business*" and "*Algoma's Management's Discussion and Analysis of Financial Condition and Results of Operations*", which are incorporated herein by reference.

C. Organizational Structure

The Company was incorporated on March 23, 2021 under the laws of the Province of British Columbia and has subsidiaries in the United States and Canada, which are listed below:

Name	Country of Incorporation and Place of Business	Percentage Ownership Interest Held by Algoma Steel Group Inc.
Algoma Steel Holdings Inc.	Canada	100%
Algoma Steel Intermediate Holdings Inc.	Canada	100%
Algoma Steel Inc.	Canada	100%
Algoma Docks GP Inc.	Canada	100%
Algoma Steel USA Inc.	United States	100%
Algoma Docks Limited Partnership	Canada	100%

D. Property, Plants and Equipment

Information regarding the facilities of Algoma is included in the Proxy Statement/Prospectus under the sections titled "*Algoma's Business*" and "*Algoma's Management's Discussion and Analysis of Financial Condition and Results of Operations*", which are incorporated herein by reference.

ITEM 4A. UNRESOLVED STAFF COMMENTS

None.

ITEM 5. OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The discussion and analysis of the financial condition and results of operations of Algoma is included in the Proxy Statement/Prospectus under the section titled "*Algoma's Management's Discussion and Analysis of Financial Condition and Results of Operations*", which is incorporated herein by reference.

ITEM 6. DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

Information regarding the directors and executive officers of the Company after the closing of the Merger is included in the Proxy Statement/Prospectus under the section titled "*Management of Algoma Following the Merger*" and is incorporated herein by reference. In addition, the information contained in Item 1.A of this Shell Company Report on Form 20-F is incorporated herein by reference.

B. Compensation

Information regarding the compensation of the directors and executive officers of the Company, including a summary of the Company's Omnibus Incentive Equity Plan, is included in the Proxy Statement/Prospectus under the section titled "*Executive Compensation*" and is incorporated herein by reference.

Indemnification

The Company has entered into indemnification agreements with its directors and executive officers. Information regarding such indemnification agreements is included in the Proxy Statement/Prospectus under the section titled "*Certain Relationships and Related Person Transactions – Algoma*" and is incorporated herein by reference.

C. Board Practices

Information regarding the board of directors of the Company subsequent to the Merger is included in the Proxy Statement/Prospectus under the section titled "*Management of Algoma Following the Merger*" and is incorporated herein by reference.

D. Employees

Information regarding the employees of Algoma is included in the Proxy Statement/Prospectus under the section titled "*Algoma's Business — Employees*" and is incorporated herein by reference.

E. Share Ownership

Information regarding the ownership of Algoma Common Shares by our directors and executive officers is set forth in Item 7.A of this Report.

ITEM 7. MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

The following table and accompanying footnotes set forth information known to Algoma regarding the actual beneficial ownership of the Algoma Common Shares by:

- each person who is, or is expected to be, the beneficial owner of more than 5% of the outstanding Algoma Common Shares or preferred shares of Algoma, as applicable;
- each of Algoma's current directors and named executive officers; and
- all directors and officers of Algoma, as a group.

The SEC has defined "beneficial ownership" of a security to mean the possession, directly or indirectly, of voting power and/or investment power over such security. A shareholder is also deemed to be, as of any date, the beneficial owner of all securities that such shareholder has the right to acquire within 60 days after that date through (i) the exercise of any option, warrant or right, (ii) the conversion of a security, (iii) the power to revoke a trust, discretionary account or similar arrangement, or (iv) the automatic termination of a trust, discretionary account or similar arrangement. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, Algoma Common Shares subject to options or other rights (as set forth above) held by that person that are currently exercisable, or will become exercisable within 60 days thereafter, are deemed outstanding, while such shares are not deemed outstanding for purposes of computing percentage ownership of any other person. Each person named in the table has sole voting and investment power with respect to all of the Algoma Common Shares shown as beneficially owned by such person, except as otherwise indicated in the table or footnotes below.

The beneficial ownership of Algoma is based on 112,074,095 Algoma Common Shares issued and outstanding as of October 19, 2021. In computing the number of Algoma Common Shares beneficially owned by a person and the percentage ownership of such person, Algoma deemed to be outstanding all Algoma Common Shares subject to Algoma Warrants or Replacement LTIP Awards held by the person that are currently exercisable or exercisable within 60 days of October 19, 2021. Algoma did not deem such shares outstanding, however, for the purpose of computing the percentage ownership of any other person.

Unless otherwise indicated, we believe that all persons named in the table below have sole voting and investment power with respect to all Algoma Common Shares beneficially owned by them. To our knowledge, no Algoma Common Shares beneficially owned by any executive officer, director or director nominee have been pledged as security.

Name and Address of Beneficial Owner	Number of Algoma Common Shares	Percentage of Algoma Common Shares
5% Holders:		
Bain Capital LP(1)	14,226,717	12.7%
Barclays Bank PLC(2)	11,573,022	10.3%
Contrarian Capital Management, L.L.C.(3)	6,075,237	5.4%
GoldenTree Asset Management LP(4)	5,688,870	5.1%
Officers, Directors(5)		
Michael McQuade(6)	1,258,047	1.1%
Rajat Marwah(6)	376,778	*
John Naccarato(6)	376,778	*
Robert Dionisi(6)	215,302	*
Shawn Galey(6)	322,953	*
Mark Nogalo(6)	322,953	*
Robert Wesley(6)	322,953	*
Brian Pratt(7)	3,996,334	3.6%
Eric S. Rosenfeld(8)	2,115,880	1.9%
David D. Sgro(9)	1,277,377	1.1%
Andy Harshaw(6)	18,432	*
Andrew E. Schultz(6)	18,432	*
Mary Anne Bueschkens	—	—
Gale Rubenstein	—	—
James Gouin	—	—
Total Officers and Directors(10)	10,622,219	9.2%

* Less than 1%.

(1) Consists of Algoma Common Shares held of record by Community Insurance Company, Future Fund Board of Guardians, Bain Capital Senior Loan Fund, L.P., Bain Capital Credit Managed Account (PSERS), L.P., Bain Capital High Income Partnership, L.P., RBS Pension Trustee Limited , Bain Capital Credit Managed Account (TCCC), L.P., Kaiser Foundation Hospitals, Kaiser Permanente Group Trust, Global Loan Fund (formerly known as Bain Capital Senior Fund Public Limited Company), Catholic Health Initiatives Master Trust, Sunsuper Pooled Superannuation Trust, San Francisco City and County Employees Retirement System, Bain Capital Credit Rio Grande FMC, L.P., Aon Hewitt Group Trust—High Yield Plus Bond Fund, FirstEnergy System Master Retirement Trust, CHI Operating Investment Program L.P., Los Angeles County Employees Retirement Association, Bain Capital Senior Loan Fund (SRI), L.P., BCSSS Investments S.à r.l., TMPSL Investments Limited (formerly known as MPS Investments S.à r.l.), Blue Cross of California, Bain Capital Credit (Australia) Pty Ltd in its capacity as trustee of QCT, Sears Holdings Pension Trust, Bain Capital Distressed and Special Situations 2013 (D), L.P., Bain Capital Distressed and Special Situations 2013 (AIV I), L.P., Bain Capital Distressed and Special Situations 2013 (AIV II Master), L.P., Bain Capital Distressed and Special Situations 2013 (B), L.P., Avery Point III CLO and Limited and Avery Point IV CLO, Limited. The address of the Bain Funds is c/o Bain Capital LP, 200 Clarendon Street, Boston, Massachusetts 02116.

(2) The business address of Barclays Bank PLC is 745 7th Avenue, New York, New York 10166.

(3) Consists of Algoma Common Shares held of record by Contrarian Capital Fund I, L.P., Contrarian Centre Street Partnership, L.P., Contrarian Capital Trade Claims, L.P., Contrarian Emerging Markets, L.P., Contrarian EM II, LP, E1 SP, a Segregated Portfolio of EMAP SPC, Emma 1 Master Fund, L.P., EMMA 2 Fund, L.P., Contrarian Opportunity Fund, L.P., Contrarian Advantage B-LP and Boston Patriot Summer St LLC. The shares are beneficially owned by certain funds and accounts (the “Contrarian Funds”) that are managed by Contrarian Capital Management, L.L.C. (“Contrarian”). Jon R. Bauer is the Sole Managing Member of Contrarian. Contrarian has discretionary authority to trade the shares and make voting and investment decisions relating to such shares via an investment management agreement with the relevant Contrarian Funds. Contrarian is not the beneficial owner of the shares. The business address for each of the funds explicitly named in this footnote is 411 West Putnam Avenue, Suite 425, Greenwich, CT 06830.

(4) Consists of Algoma Common Shares held of record by GoldenTree Asset Management Lux Sarl, GoldenTree High Yield Value Fund Offshore (Strategic), Limited, Kapitalforeningen MP Invest, High Yield obligationer (formerly known as Kapitalforeningen Unipension Invest, High Yield obligationer), San Bernardino County Employees' Retirement Association, CenturyLink, Inc. Defined Benefit Master Trust, Kapitalforeningen PenSam Invest, PSI 84 US high yield II, Stitching PGGM Depository acting in its capacity as titleholder for PGGM High Yield Fund, City of New York Group Trust, GT NM, LP, GoldenTree Multi-Sector Master Fund ICAV—Golden Tree Multi Sector Master Fund Portfolio A, GoldenTree High Yield Value Master Fund ICAV -GoldenTree High Yield Value Master Fund Portfolio A and Kapitalfoerningen MP Invest, High Yield Obligationer II. The shares are beneficially owned by certain funds and accounts (the "GTAM Funds") that are managed by GoldenTree Asset Management LP ("GTAM LP"). GoldenTree Asset Management LLC ("GTAM LLC") is the General Partner of GTAM LP. Steven A. Tananbaum is the Sole Managing Member of GTAM LLC. GTAM LP has discretionary authority to trade the shares and make voting and investment decisions relating to such shares via an investment management agreement with the relevant GTAM Funds. GTAM LP is not the beneficial owner of the shares. The business address for each of the funds explicitly named in this footnote is 300 Park Avenue, 21st Floor, New York, NY 10022.

(5) Unless otherwise indicated, the business address of each of the officers, directors and 5% holders is 105 West Street, Sault Ste. Marie, Ontario, P6A 7B4, Canada.

(6) Represents Algoma Common Shares issuable pursuant to Replacement LTIP Awards.

(7) Includes 350,000 Algoma Common Shares held by the Pratt Grandchildren's Trust and 220,000 Algoma Common Shares issuable upon the exercise of Algoma Warrants (of which 50,000 Algoma Warrants are held by the Pratt Grandchildren's Trust), which Algoma Warrants become exercisable on November 18, 2021, the date that is 30 days following completion of the Merger. Mr. Pratt is the trustee and has sole voting and dispositive power over the shares held by the Pratt Grandchildren's Trust. Mr. Pratt disclaims beneficial ownership of the shares held by Pratt Grandchildren's Trust except to the extent of his ultimate pecuniary interest therein.

(8) Includes 36,794 Algoma Common Shares issuable upon the exercise of Algoma Warrants, which Algoma Warrants become exercisable on November 18, 2021, the date that is 30 days following completion of the Merger.

(9) Includes an aggregate of 507,937 Algoma Common Shares held by trusts established for Mr. Rosenfeld's children (the "Rosenfeld Children's Trusts") and 5,460 Algoma Common Shares issuable upon the exercise of Algoma Warrants held by Mr. Sgro, which Algoma Warrants become exercisable on November 18, 2021, the date that is 30 days following completion of the Merger. Mr. Sgro is the trustee of the Rosenfeld Children's Trusts and has sole voting and dispositive power over the shares held by the Rosenfeld Children's Trusts. Mr. Sgro disclaims beneficial ownership of such shares except to the extent of his ultimate pecuniary interest therein.

(10) Includes 3,232,628 Algoma Common Shares issuable pursuant to Replacement LTIP Awards.

B. Related Party Transactions

Information regarding certain related party transactions is included in the Proxy Statement/Prospectus under the section titled "*Certain Relationships and Related Person Transactions*" and is incorporated herein by reference.

C. Interests of Experts and Counsel

None/Not applicable.

ITEM 8. FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

See Item 18 of this Report for consolidated financial statements and other financial information.

Legal Proceedings

From time to time, Algoma may become involved in legal proceedings or be subject to claims arising in the ordinary course of its business. Algoma is not currently a party to any legal proceedings, the outcome of which, if determined adversely to Algoma, would individually or in the aggregate have a material adverse effect on its business or financial condition.

B. Significant Changes

A discussion of significant changes since June 30, 2021, respectively, is provided under Item 4 of this Report and is incorporated herein by reference.

ITEM 9. THE OFFER AND LISTING

A. Offer and Listing Details

Nasdaq Listing of Algoma Common Shares and Algoma Warrants

The Algoma Common Shares and Algoma Warrants are listed on Nasdaq under the symbols ASTL and ASTLW, respectively. Holders of Algoma Common Shares and Algoma Warrants should obtain current market quotations for their securities. There can be no assurance that the Algoma Common Shares and/or Algoma Warrants will remain listed on Nasdaq. If the Company fails to comply with the Nasdaq listing requirements, the Algoma Common Shares and/or Algoma Warrants could be delisted from Nasdaq. In particular, Nasdaq requires us to have at least 400 round lot holders of Algoma Common Shares and 100 round lot holders of Algoma Warrants. A delisting of the Algoma Common Shares would likely affect the liquidity of the Algoma Common Shares and could inhibit or restrict the ability of the Company to raise additional financing.

Following the closing of the Merger, Algoma also became a reporting issuer in Canada under applicable Canadian securities laws and has listed the Algoma Common Shares and Algoma Warrants on the TSX under the symbols “ASTL” and “ASTL.WT,” respectively.

Lock-up Agreements

Information regarding the lock-up restrictions applicable to the Algoma Common Shares is included in the Proxy Statement/Prospectus under the section titled “*Agreements Entered into in Connection with the Merger Agreement*” and is incorporated herein by reference.

Algoma Warrants

Upon the completion of the Merger, there were 24,179,000 Algoma Warrants outstanding. The Algoma Warrants, which entitle the holder to purchase one Algoma Common Share at an exercise price of $11.50 per share, will become exercisable on November 18, 2021, the date that is 30 days after the completion of the Merger. The Algoma Warrants will expire five years after the completion of the Merger or earlier upon redemption or liquidation in accordance with their terms.

B. Plan of Distribution

Not applicable.

C. Markets

The Algoma Common Shares and Algoma Warrants are listed on Nasdaq under the symbols ASTL and ASTLW, respectively. There can be no assurance that the Algoma Common Shares and/or Algoma Warrants will remain listed on Nasdaq. If the Company fails to comply with the Nasdaq listing requirements, the Algoma Shares and/or Algoma Warrants could be delisted from Nasdaq. In particular, Nasdaq requires us to have at least 400 round lot holders of Algoma Common Shares and 100 round lot holders of Algoma Warrants. A delisting of the Algoma Common Shares would likely affect the liquidity of the Algoma Common Shares and could inhibit or restrict the ability of the Company to raise additional financing.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10. ADDITIONAL INFORMATION

A. Share Capital

We are authorized to issue an unlimited number of Algoma Common Shares, without par value, and an unlimited number of preferred shares, without par value, issuable in series.

Information regarding our share capital is included in the Proxy Statement/Prospectus under the section titled "*Description of Algoma Common Shares*" and is incorporated herein by reference.

B. Memorandum and Articles of Association

Information regarding certain material provisions of the articles of the Company is included in the Proxy Statement/Prospectus under the section titled "*Description of Algoma Common Shares*" and is incorporated herein by reference.

C. Material Contracts

Information regarding certain material contracts is included in the Proxy Statement/Prospectus under the section titled "*Agreements entered into in connection with the Merger Agreement*" and is incorporated herein by reference.

D. Exchange Controls and Other Limitations Affecting Security Holders

There is no law, governmental decree or regulation in Canada that restricts the export or import of capital, or which would affect the remittance of dividends or other payments by the Company to non-resident holders of Algoma Common Shares, other than withholding tax requirements.

E. Taxation

Information regarding certain tax consequences of owning and disposing of Algoma Common Shares and Algoma Warrants is included in the Proxy Statement/Prospectus under the section titled "*Certain Material U.S. Federal Income Tax Considerations*" and "*Certain Material Canadian Federal Income Tax Considerations*" and is incorporated herein by reference.

F. Dividends and Paying Agents

Algoma has not paid any dividends to its shareholders. Algoma's board of directors will consider whether or not to institute a dividend policy in the future. The determination to pay dividends will depend on many factors, including, among others, Algoma's financial condition, current and anticipated cash requirements, contractual restrictions and financing agreement covenants, solvency tests imposed by applicable corporate law and other factors that Algoma's board of directors may deem relevant.

G. Statement by Experts

The financial statements for Legato Merger Corp. as of December 31, 2020, and for the period from June 26, 2020 (inception) through December 31, 2020, incorporated by reference herein have been audited by WithumSmith+Brown, PC, independent registered public accounting firm, as set forth in their report thereon, and are incorporated by reference herein in reliance on such report given on the authority of such firm as an expert in accounting and auditing.

The financial statements of Algoma Steel Group Inc. as at March 31, 2021 and 2020, and for the years ended March 31, 2021, 2020 and 2019, incorporated in this Report by reference from the Company's Registration Statement, have been audited by Deloitte LLP, an independent registered public accounting firm, as stated in their report, which is incorporated herein by reference. Such financial statements have been so incorporated in reliance on the report of such firm given upon their authority as experts in auditing and accounting.

H. Documents on Display

We are subject to the informational requirements of the Exchange Act. Accordingly, we are required to file reports and other information with the SEC, including annual reports on Form 20-F and reports on Form 6-K. The SEC maintains an Internet site at *www.sec.gov* that contains reports, proxy and information statements and other information we have filed electronically with the SEC. As a foreign private issuer, we are exempt under the Exchange Act from, among other things, the rules prescribing the furnishing and content of proxy statements, and our executive officers, directors and principal shareholders are exempt from the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act. In addition, we are not required under the Exchange Act to file periodic reports and financial statements with the SEC as frequently or as promptly as U.S. companies whose securities are registered under the Exchange Act.

We also make available on our website, free of charge, our Annual Report and the text of our reports on Form 6-K, including any amendments to these reports, as well as certain other SEC filings, as soon as reasonably practicable after they are electronically filed with or furnished to the SEC. Our website address is *https://www.algoma.com*. The reference to our website is an inactive textual reference only, and information contained therein or connected thereto is not incorporated into this Annual Report.

I. Subsidiary Information

Not applicable.

ITEM 11. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISKS

Information regarding quantitative and qualitative disclosure about market risk is included in the Proxy Statement/Prospectus under the section titled "*Algoma's Management's Discussion and Analysis of Financial Condition and Results of Operations*" and is incorporated herein by reference.

ITEM 12. DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

Not applicable.

PART II

Not applicable.

PART III

ITEM 17. FINANCIAL STATEMENTS

See Item 18.

ITEM 18. FINANCIAL STATEMENTS

The audited consolidated financial statements of Algoma Steel Group Inc. are incorporated by reference to pages F-2 to F-44 of the Proxy Statement/Prospectus, filed with the SEC on September 20, 2021.

The unaudited pro forma condensed combined consolidated financial statements of Algoma Steel Group Inc. and Legato Merger Corp. are attached as Exhibit 15.1 to this Report.

ITEM 19. EXHIBITS

Exhibit Number	Description
1.1	Restated Articles of Algoma Steel Group Inc. (formerly known as 1295908 B.C. Ltd.), incorporated by reference to Exhibit 3.1 to Amendment No. 2 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on September 8, 2021.
2.1	Specimen Common Share Certificate of Algoma Steel Group Inc., incorporated by reference to Exhibit 4.5 to Amendment No. 1 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on August 17, 2021.
2.2*	Amendment Agreement, by and among Algoma Steel Group Inc., Legato Merger Corp., Continental Stock Transfer & Trust Company and TSX Trust Company, dated as of October 19, 2021.
2.3	Specimen Warrant Certificate of Algoma Steel Group Inc., incorporated by reference to Exhibit 4.6 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on September 8, 2021.
4.1	Agreement and Plan of Merger, dated as of May 24, 2021, by and among Algoma Steel Group Inc. (formerly known as 1295908 B.C. Ltd.), Algoma Merger Sub, Inc., and Legato Merger Corp., incorporated by reference to Exhibit 2.1 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on July 7, 2021.
4.2*	Investor Rights Agreement, dated as of October 19, 2021.
4.3	Form of Support Agreement, dated as of May 24. 2021, incorporated by reference to Exhibit 10.3 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on July 7, 2021.
4.4	Form of PIPE Subscription Agreement, dated as of May 24, 2021, incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on July 7, 2021.
4.5	Form of Lock-up Agreement, dated as of May 24, 2021, incorporated by reference to Exhibit 10.5 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on July 7, 2021.
4.7	Form of Director and Executive Officer Indemnification Agreement, incorporated by reference to Exhibit 10.13 to Amendment No 1 to the Company's Registration Statement on Form F-4 (File No. 333-257732) filed with the SEC on August 17, 2021.
4.8*	Algoma Steel Group Inc. Omnibus Incentive Equity Plan.
8.1*	List of subsidiaries of Algoma Steel Group Inc.
15.1*	Unaudited Pro Forma Condensed Combined Financial Statements of Algoma Steel Group Inc. and Legato Merger Corp.
15.2*	Consent of Deloitte LLP.
15.3*	Consent of WithumSmith+Brown, PC.

* Filed herewith.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this report on its behalf.

Algoma Steel Group Inc.

October 22, 2021

By: /s/ Michael McQuade
Name: Michael McQuade
Title: Chief Executive Officer

Exhibit 2.2

Execution Version

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (this "Agreement") is entered into and effective as of October 19, 2021, by and among Legato Merger Corp., a Delaware corporation ("Legato"), Algoma Steel Group Inc. (formerly known as 1295908 B.C. Ltd.), a company organized under the laws of the Province of British Columbia ("Algoma"), Continental Stock Transfer & Trust Company, a New York limited purpose trust company ("Continental"), as warrant agent, and TSX Trust Company, a company existing under the laws of Canada ("TSX"), as Canadian co-warrant agent ("Co-Agent"). Capitalized terms used but not defined herein have the meanings given to such terms in the Warrant Agreement (as defined below).

WHEREAS, Legato and Continental have previously entered into a warrant agreement, dated as of January 19, 2021 (the "Warrant Agreement"), governing the terms of Legato's outstanding warrants to purchase shares of common stock of Legato (the "Warrants");

WHEREAS, Legato has entered into an Agreement and Plan of Merger, dated as of May 24, 2021 (the "Merger Agreement"), by and among Legato, Algoma, Algoma Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Algoma ("Merger Sub"), pursuant to which Merger Sub, will merge through a statutory merger with and into Legato, with Legato surviving the merger as a direct, wholly-owned subsidiary of Algoma (the transactions contemplated by the Merger Agreement are referred to herein as the "Merger");

WHEREAS, at the closing of the Merger (the "Closing"), each outstanding share of Legato's common stock, par value $0.0001 per share, will be converted into and exchanged for the right to receive one common share of Algoma (the "Common Shares");

WHEREAS, pursuant to Section 2.8(c) of the Merger Agreement and Section 4.5 of the Warrant Agreement, upon the Closing, each Warrant issued and outstanding immediately prior thereto will be converted into a warrant to purchase Common Shares (collectively, the "Algoma Warrants"), and the rights and obligations of Legato under the Warrant Agreement shall become rights and obligations of Algoma;

WHEREAS, as a result of the foregoing, the parties hereto wish for Legato to cease to have any rights, interests or obligations in or under the Warrant Agreement and for Algoma to accept and become entitled to and possess all such rights and interests and become subject to all such obligations thereunder, in each case, effective upon the Closing; and

WHEREAS, in connection with the foregoing, the Company desires that TSX be appointed as Co-Agent for the Warrants under the Warrant Agreement, and TSX is willing to so act as Co-Agent, in connection with the issuance, registration, transfer, exchange, redemption, and exercise of the Warrants;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendment of Warrant Agreement. Effective as of the Closing, Legato shall hereby cease to have any rights, interest or obligation in or under the Warrant Agreement and Algoma hereby agrees to accept and to become entitled to and possess all of Legato's rights and interests, and to become subject to all of Legato's obligations, in and under the Warrant Agreement, and Algoma hereby confirms that it agrees to all rights, interests and obligations under the Algoma Warrants. Unless the context otherwise requires, from and after the Closing, any references in the Warrant Agreement or the Warrants to: (i) the "Company" shall mean Algoma; (ii) "Common Stock" or "shares" shall mean the Common Shares; and (iii) the "Board of Directors" or any committee thereof shall mean the board of directors of Algoma or any committee thereof.

2. Replacement Instruments. As of the Closing, all outstanding instruments evidencing Warrants shall automatically be deemed to evidence Algoma Warrants reflecting the conversion and adjustment to the terms and conditions described herein and in Section 4.5 of the Warrant Agreement. Following the Closing, upon request by any holder of a Algoma Warrant, Algoma shall issue a new instrument for such Algoma Warrant to the holder thereof.

3. Appointment of Co-Agent. The Company hereby appoints TSX to act as Co-Agent for the Company for the Warrants in Canada, and TSX hereby accepts such appointment and agrees to perform the same in accordance with the terms and conditions set forth in this Agreement and the Warrant Agreement.

4. Amendments to Warrant Agreement. To the extent required by this Agreement, the Warrant Agreement is hereby deemed amended pursuant to Section 9.8 thereof to reflect the subject matter contained in this Agreement, effective as of the Closing, including as set forth below:

(a) Except as context or applicable law or regulations, including those of any securities exchange on which the Warrants are listed, require otherwise, all references to "Warrant Agent" shall be deemed to refer to the Warrant Agent and the Co-Agent, as applicable.

(b) Section 2.2 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

2.2. Uncertificated Warrants. Notwithstanding anything herein to the contrary, any Warrant, or portion thereof, may be issued as part of, and be represented by, a Unit, and any Warrant may be issued in uncertificated or book-entry form through (i) the Warrant Agent and/or the facilities of The Depository Trust Company ("DTC"), in the United States or (ii) the Co-Agent and/or the facilities of CDS Clearing and Depository Services Inc. in Canada ("CDS" and, each DTC and CDS, a "Depositary"), or other book-entry depositary system, in each case as determined by the Board of Directors of the Company or by an authorized committee thereof. Any Warrant so issued shall be evidenced by a book position on the register of holders to be maintained by the Warrant Agent pursuant to this Agreement and such Warrants shall have the same terms, force and effect as a certificated Warrant that has been duly countersigned by the Warrant Agent in accordance with the terms of this Agreement.

Upon the written order of the Company, the Warrant Agent shall authenticate uncertified warrants (whether upon original issuance, exchange, registration of transfer or otherwise) by completing its internal procedures and the Company shall, and hereby acknowledges that it shall, thereupon be deemed to have duly and validly issued such uncertified warrants under this Agreement. Such authentication shall be conclusive evidence that such uncertificated warrant has been duly issued hereunder and that the holder or holders are entitled to the benefits of this Agreement. The Warrant Register shall be final and conclusive evidence as to all matters relating to uncertificated warrants with respect to which this Agreement requires the Warrant Agent to maintain records or accounts. In case of differences between the register at any time and any other time, the register at the later time shall be controlling, absent manifest error and such uncertificated warrants are binding on the Company.

(c) Section 2.3 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

2.3. Effect of Countersignature. Certificated Warrants will be countersigned by the Warrant Agent upon the receipt of a written order of the Company. Except with respect to uncertificated Warrants as described above, unless and until countersigned by the Warrant Agent pursuant to this Agreement, the Warrant shall be invalid and of no effect and may not be exercised by the holder thereof.

No certified warrant shall be considered issued and shall be obligatory or shall entitle the holder thereof to the benefits of this Agreement, until it has been certified by manual signature by or on behalf of the Warrant Agent. The authentication of the Warrant Agent of the warrant certificates and uncertificated warrants issued hereunder shall not be construed as a representation or warranty by such Warrant Agent as to the validity of this Agreement or the Warrants (except the due authentication thereof) and such Warrant

Agent shall in no respect be liable or answerable for the use made of the Warrants or any of them or of the consideration thereof except as otherwise specified herein.

(d) Section 2.4.1 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

2.4.1. Warrant Register. Each of the Warrant Agent and the Co-Agent shall maintain books ("Warrant Register") for the registration of original issuance and the registration of transfer of the Warrants relating to the Warrants held in their respective jurisdictions. Upon the issuance of the Warrants, the Warrant Agent or the Co-Agent, as applicable, shall issue and register the Warrants in the names of the respective holders thereof in such denominations and otherwise in accordance with instructions delivered to the Warrant Agent or the Co-Agent by the Company. Any registered holders of Warrants who hold such securities on the Warrant Register maintained by the Warrant Agent shall surrender their Warrants for exchange, transfer or exercise to the Warrant Agent. Any registered holders of Warrants who hold such securities on the Warrant Register maintained by the Co-Agent shall surrender their Warrants for exchange, transfer or exercise to the Co-Agent.

(e) Section 2.5 of the Warrant Agreement is hereby amended by adding the words "and Toronto" after the words "New York City" in the first sentence thereof.

(f) The Warrant Agreement is hereby amended by adding the following Sections.

2.8. Book Entry (Non Certificated) Warrants. Notwithstanding any other provision in this Agreement, no Warrants issued in the name of a Depository ("Global Warrants") may be exchanged in whole or in part for Warrants registered, and no transfer of any Global Warrants in whole or in part may be registered, in the name of any person other than the Depository for such Global Warrants or a nominee thereof unless:

a) the Depository notifies the Company that it is unwilling or unable to continue to act as depository in connection with the Warrants and the Company is unable to locate a qualified successor;

b) the Company determines that the Depository is no longer willing, able or qualified to discharge properly its responsibilities as holder of the Global Warrants and the Company is unable to locate a qualified successor;

c) the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a depository and the Company is unable to locate a qualified successor;

d) the Company determines that the Warrants shall no longer be held as uncertified warrants through the Depository;

e) such right is required by applicable law, as determined by the Company and the Company's counsel; or

f) such right is requested by a beneficial owner and approved by the Company in its sole discretion.

Following which, Warrants for those holders requesting the same shall be registered to the beneficial owners of such Warrants or their nominees as directed by the Depository. The Company shall provide an officer's certificate giving notice to the Warrant Agent of the occurrence of any event outlined in this Section 2.8.

Subject to the provisions of this Section 2.8 any exchange of Global Warrants for Warrants which are not Global Warrants may be made in whole or in part in accordance with the provisions of this Agreement. All such Warrants issued in exchange for a Global Warrant or any portion thereof shall be registered in such names as the Depository for such Global Warrants shall direct and shall be entitled to the same benefits and subject to the same terms and conditions (except insofar as they relate specifically to Global Warrants) as the Global Warrants or portion thereof surrendered upon such exchange.

The rights of beneficial owners of Warrants who hold securities entitlements in respect of the Warrants through the book entry registration system shall be limited to those established by applicable law and agreements between the Depository and institutions that participate in the applicable Depository's book-entry registration system ("Book Entry Participants") and between such Book Entry Participants and the beneficial owners of Warrants who hold securities entitlements in respect of the Warrants through the book entry registration system, and such rights must be exercised through a Book Entry Participant in accordance with the rules and procedures of the Depository.

Notwithstanding anything herein to the contrary, neither the Company nor the Warrant Agent nor the Co-Agent nor any agent thereof shall have any responsibility or liability for:

a) the electronic records maintained by the Depository relating to any ownership interests or any other interests in the Warrants or the depository system maintained by the Depository, or payments made on account of any ownership interest or any other interest of any person in any Warrant represented by an electronic position in the book entry registration system (other than the Depository or its nominee);

b) maintaining, supervising or reviewing any records of the Depository or any Book Entry Participant relating to any such interest; or

c) any advice or representation made or given by the Depository or those contained herein that relate to the rules and regulations of the Depository or any action to be taken by the Depository on its own direction or at the direction of any Book Entry Participant.

The Company may terminate the application of the Section 2.8 in its sole direction in which case all Warrants shall be evidenced by warrant certificates registered in the name of a person other than the Depository.

Section 2.9 Authorization of Warrants and underlying Common Shares. Subject to the terms and conditions of this Agreement, and subject to any adjustment hereunder, a total of 24,329,000 Warrants (comprising the maximum amount of Public Warrants, Private Warrants and Working Capital Warrants to be issued) plus any Post IPO Warrants issued after the date hereof, entitling the holders thereof to acquire up to 24,329,000 Common Shares, plus any shares underlying the exercise of any Post IPO Warrants, are hereby authorized to be issued hereunder upon the terms and conditions herein set forth.

(g) Section 3.2 of the Warrant Agreement is hereby amended by deleting the first sentence of such Section and replacing it entirely as follows:

3.2. Duration of Warrants. A Warrant may be exercised only during the period commencing on the date that is thirty (30) days after the consummation by the Company of a merger, share exchange, asset acquisition, stock purchase, recapitalization, reorganization or other similar business combination with one or more businesses or entities ("Business Combination") (as described more fully in the Registration Statement), and terminating at 5:00 p.m., New York City time on the earlier to occur of (i) the date that is five (5) years after the date on which the Company consummates a Business Combination, (ii) other than with respect to the Private Warrants and Working Capital Warrants then held by the initial purchasers or their respective Permitted Transferees with respect to a redemption pursuant to Section 6.1 (an "Inapplicable Redemption"), at 5:00 p.m., New York City time on the Redemption Date as provided in Section 6.2 of this Agreement and (iii) the liquidation of the Trust Account (defined below) ("Expiration Date").

(h) Section 3.3.1 of the Warrant Agreement is hereby amended by deleting the first paragraph of such Section and replacing it entirely as follows:

3.3.1. Payment. Subject to the provisions of the Warrant and this Agreement, a Warrant, when countersigned or authenticated by the Warrant Agent, may be exercised by the registered holder thereof by surrendering it, at the offices of the Warrant Agent or the Co-Agent, as applicable, or at the office of any successor as Warrant Agent, in the Borough of Manhattan, City and State of New York or the City of Toronto in the Province of Ontario, with the subscription form, as set forth in the Warrant, duly executed, and by paying in full the Warrant Price (in U.S. dollars) for each Common Share as to which the Warrant is exercised and any and all applicable taxes due in connection with the exercise of the Warrant, as follows:

(i) Section 3.3.1(c) of the Warrant Agreement is hereby amended by adding the words "on a cashless basis" following the words "or their permitted transferees," in the first sentence thereof:

(j) Section 3.3.1 of the Warrant Agreement is hereby amended by adding the following two paragraphs after paragraph (d) thereof as follows:

A beneficial owner of uncertificated warrants evidenced by a security entitlement in respect of Warrants in the book-based registration system who desires to exercise Warrants must do so by causing a Book Entry Participant to deliver to the Depository on behalf of the entitlement holder, notice of the owner's intention to exercise Warrants in a manner acceptable to the Depository. Forthwith upon receipt by the Depository of such notice, as well as payment for the aggregate Warrant Price, the Depository shall deliver to the Warrant Agent confirmation of its intention to exercise Warrants ("Confirmation") in a manner acceptable to the Warrant Agent, including by electronic means through the book-based registration system.

Payment representing the aggregate Warrant Price must be provided to the appropriate office of the Book-Entry Participant in a manner acceptable to it. A notice in form acceptable to the Book-Entry Participant and payment from such beneficial owner should be provided to the Book-Entry Participant sufficiently in advance so as to permit the Book-Entry Participant to deliver notice and payment to the Depository and for the Depository in turn to deliver notice and payment to the Warrant Agent prior to the Expiration Date. The Depository will initiate the exercise by way of the Confirmation and forward the Warrant Price electronically to the Warrant Agent and the Warrant Agent will execute the exercise by causing the issuance to the Depository through the book-based registration system the Common Stock to which the exercising holder is entitled pursuant to the exercise. Any expense associated with the exercise process will be for the account of the entitlement holder exercising the Warrants and/or the Book-Entry Participant exercising the Warrants on its behalf.

(k) Section 3.3.5 of the Warrant Agreement is hereby amended by adding the following two paragraphs at the end thereof as follows:

As a result of these limitations, in all instances whereby the holder of a Warrant has elected to be subject to the provisions contained in this subsection 3.3.5, such warrant exercises will be forwarded to the Company for their approval. Such approval will be provided to the Warrant Agent or the Co-Agent in the form of a certificate of the Company confirming that such holder will not beneficially own in excess of the Maximum Percentage of the issued and outstanding Common Shares as a result of such exercise and therefore instructing the Warrant Agent or the Co-Agent to proceed with the exercise requested and the Warrant Agent or the Co-Agent shall be fully protected in relying on such certificate.

Neither the Warrant Agent nor the Co-Agent will not process any exercise of Warrants from holders of a Warrant who have elected to be subject to the provisions contained in this subsection 3.3.5 unless it has received the above certificate from the Company. For greater certainty, neither the Warrant Agent nor the Co-Agent will have responsibility for monitoring the beneficial ownership level of the Common Shares held by holders and neither will have any liability in regards to the determinations made of whether or not a holder would become a beneficial holder in excess of the Maximum Percentage of the issued and outstanding Common Shares, such determinations will be the sole responsibility of the Company.

(l) The Warrant Agreement is hereby amended by adding the following Section:

4.11 Protection of Warrant Agent and Co-Agent. Each of the Warrant Agent and Co-Agent shall not:

(a) at any time be under any duty or responsibility to any holder to determine whether any facts exist which may require any adjustment contemplated by Section 4 or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;

(b) be accountable with respect to the validity or value (or the kind of amount) of any Common Shares or any shares or other securities or property which may at any time be issued or delivered upon the exercise of the rights attaching to any Warrant; or

(c) be responsible for any failure of the Company to issue, transfer or deliver shares or certificates for the same upon the surrender of any Warrants for the purpose of the exercise of such rights or to comply with any of the covenants contained in this Article 4.

The Warrant Agent and Co-Agent shall be entitled to act and rely upon the certificates or adjustment calculations for the Company or the Company's auditors and any other documents filed by the Company pursuant to Section 4 without verification or liability.

(m) Section 5.1 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

5.1. Registration of Transfer. The Warrant Agent or Co-Agent, as applicable, shall register the transfer, from time to time, of any outstanding Warrant upon the Warrant Register, upon surrender of such Warrant for transfer, properly endorsed with signatures, in the case of certificated Warrants, properly guaranteed and accompanied by appropriate instructions for transfer. Upon any such transfer, a new Warrant representing an equal aggregate number of Warrants shall be issued and the old Warrant shall be cancelled by the Warrant Agent or the Co-Agent. In the case of certificated Warrants, the Warrants so cancelled by the Warrant Agent shall be delivered by the Warrant Agent to the Company from time to time upon request. All transfers of Warrants held in book entry form with the applicable Depository will not be reflected on the Warrant Register.

(n) The Warrant Agreement is hereby amended by adding the following Section:

6.5 Responsibility for Calculations. All calculations required to be made under Section 3.3.1(b), Section 3.3.1(c), Section 3.3.1(d), Section 3.3.5 and Section 6 will be the responsibility of the Company and confirmed by written notice to the Warrant Agent (or Co-Agent, if applicable) of which can be relied upon for all purposes.

(o) Section 7.2 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

7.2. Lost, Stolen, Mutilated, or Destroyed Warrants. If any Warrant is lost, stolen, mutilated, or destroyed, the Company and the Warrant Agent may on such terms as to indemnity or otherwise as they may in their discretion impose (which shall, in the case of a mutilated Warrant, include the surrender thereof), issue a new Warrant of like denomination, tenor, and date as the Warrant so lost, stolen, mutilated, or destroyed. Any such new Warrant shall constitute a substitute contractual obligation of the Company, whether or not the allegedly lost, stolen, mutilated, or destroyed Warrant shall be at any time enforceable by anyone. The applicant for the issuance of a new warrant certificate pursuant to this Section 7.2 shall bear the reasonable cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issue thereof, furnish to the Company and to the Warrant Agent evidence of ownership and of the loss, destruction or theft of the warrant certificate so lost, destroyed or stolen satisfactory to the Warrant Agent and the Company in its sole discretion, acting reasonably, and such applicant may also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Warrant Agent in its sole discretion, acting reasonably, and shall pay the reasonable charges of the Company and the Warrant Agent in connection therewith.

(p) Section 8.2.1 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

8.2.1. Appointment of Successor Warrant Agent. The Warrant Agent, Co-Agent, or any respective successor hereafter appointed, may resign its duties and be discharged from all further duties and liabilities hereunder after giving sixty (60) days' notice in writing to the Company. If the office of the Warrant Agent

or Co-Agent becomes vacant by resignation or incapacity to act or otherwise, the Company shall appoint in writing a successor Warrant Agent or Co-Agent in place of the resigning or incapacitated Warrant Agent or Co-Agent. If the Company shall fail to make such appointment within a period of thirty (30) days after it has been notified in writing of such resignation or incapacity by such Warrant Agent or Co-Agent or by the holder of the Warrant (who shall, with such notice, submit his Warrant for inspection by the Company), then the holder of any Warrant may apply to the Supreme Court of the State of New York for the County of New York for the appointment of a successor Warrant Agent or Co-Agent at the Company's cost. Any successor Warrant Agent, whether appointed by the Company or by such court, shall be a corporation organized and existing under the laws of the State of New York, in good standing and having its principal office in the Borough of Manhattan, City and State of New York (in the case of the Warrant Agent, or a corporation organized and existing under the laws of Canada or a Province thereof and having its principal office in the City of Toronto in the Province of Ontario, in the case of the Co-Agent), and in each case authorized under applicable laws to exercise corporate trust powers and subject to supervision or examination by federal or state authority. After appointment, any successor Warrant Agent or Co-Agent, as applicable, shall be vested with all the authority, powers, rights, immunities, duties, and obligations of its predecessor Warrant Agent or Co-Agent, as applicable, with like effect as if originally named as Warrant Agent or Co-Agent hereunder, without any further act or deed; but if for any reason it becomes necessary or appropriate, the predecessor Warrant Agent or Co-Agent shall, upon payment of any outstanding fees and expenses, execute and deliver, at the expense of the Company, an instrument transferring to such successor Warrant Agent or Co-Agent, as applicable, all the authority, powers, and rights of such predecessor Warrant Agent hereunder; and upon request of any successor Warrant Agent or Co-Agent the Company shall make, execute, acknowledge, and deliver any and all instruments in writing for more fully and effectually vesting in and confirming to such successor Warrant Agent or Co-Agent all such authority, powers, rights, immunities, duties, and obligations.

(q) Section 8.4.3. of the Warrant Agreement is hereby amended by adding the following sentences at the end thereof:

No duty shall rest with the Warrant Agent to determine compliance of the transferor or transferee with applicable securities laws. The Warrant Agent shall be entitled to assume that all transfers are legal and proper. The Warrant Agent shall not incur any liability or responsibility whatever or be in any way responsible for the consequence of any breach on the part of the Company of any of the covenants herein contained or of any acts of any directors, officers, employees, agents or servants of the Company.

(r) The Warrant Agreement is hereby amended by adding the following Section:

8.6 Action by the Warrant Agent. The obligation of the Warrant Agent to commence or continue any act, action or proceeding for the purpose of enforcing any rights of the Warrant Agent or the holders hereunder shall be conditional upon holders furnishing, when required by notice by the Warrant Agent, sufficient funds to commence or continue such act, action or proceeding and indemnity reasonably satisfactory to the Warrant Agent to protect and hold harmless the Warrant Agent against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof. None of the provisions contained in this Agreement shall require the Warrant Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.

(s) Section 9.2 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

9.2. Notices. Any notice, statement or demand authorized by this Agreement to be given or made by the Warrant Agent or by the holder of any Warrant to or on the Company shall be sufficiently given when so delivered if by hand or overnight delivery, by pdf via email, or if sent by certified mail or private courier service within five (5) days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Company with the Warrant Agent), as follows:

Algoma Steel Group Inc.
105 West Street
Sault Ste. Marie, Ontario P6A 7B4
Attention: John Naccarato

Any notice, statement or demand authorized by this Agreement to be given or made by the holder of any Warrant or by the Company to or on the Warrant Agent shall be sufficiently given when so delivered if by hand or overnight delivery or if sent by certified mail or private courier service within five days after deposit of such notice, postage prepaid, addressed (until another address is filed in writing by the Warrant Agent with the Company), as follows:

Continental Stock Transfer & Trust Company
1 State Street
New York, New York 10004
Attn: Compliance Department

TSX Trust Company
301 - 100 Adelaide Street
Toronto, Ontario M5H 4H1
Attn: Vice President, Trust Services
Email: tmxestaff-corporatetrust@tmx.com

with a copy in each case to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Adam M. Givertz
Email: agivertz@paulweiss.com

(t) Section 9.5 of the Warrant Agreement is hereby amended by deleting such Section and replacing it entirely as follows:

9.5. Examination of the Warrant Agreement. A copy of this Agreement shall be available at all reasonable times at the office of the Warrant Agent in the Borough of Manhattan, City and State of New York and the office of the Co-Agent in the City of Toronto in the Province of Ontario, for inspection by the registered holder of any Warrant. The Warrant Agent or Co-Agent, as applicable, may require any such holder to submit his Warrant for inspection by it.

(u) The Warrant Agreement is hereby amended by adding the following Sections:

9.10 Currency. All dollar amounts herein are expressed in United States dollars.

9.11 Day not a Business Day. If any day on or before which any action or notice is required to be taken or given hereunder is not a Business Day, then such action or notice shall be required to be taken or given on or before the requisite time on the next succeeding day that is a Business Day.

5. Applicable Law. The validity, interpretation, and performance of this Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.

6. Counterparts. This Agreement may be executed in any number of original or facsimile counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. Execution and delivery of this

Agreement by electronic mail or exchange of facsimile of .pdf copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party.

7. Successors. All the covenants and provisions of this Agreement shall bind and inure to the benefit of each party's respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

LEGATO MERGER CORP.

By: /s/ David Sgro
Name: David Sgro
Title: Chief Executive Officer

ALGOMA STEEL GROUP INC.

By: /s/ Michael McQuade
Name: Michael McQuade
Title: Chief Executive Officer and Director

CONTINENTAL STOCK TRANSFER & TRUST COMPANY

By: /s/ Douglas Reed
Name: Douglas Reed
Title: Vice President of Account Administration

TSX TRUST COMPANY

By: /s/ Donald Crawford
Name: Donald Crawford
Title: Senior Trust Officer

By: /s/ Dalisha Dyal
Name: Dalisha Dyal
Title: Corporate Trust Officer

Exhibit 4.2

INVESTOR RIGHTS AGREEMENT

dated as of
October 19,
2021 by and
among

ALGOMA STEEL GROUP INC.

and

CERTAIN SHAREHOLDERS OF ALGOMA STEEL GROUP INC.

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INVESTOR RIGHTS AGREEMENT

This Investor Rights Agreement (the "**Agreement**"), by and among Algoma Steel Group Inc., a corporation organized under the laws of British Columbia (the "**Company**"), and the holders of the Shares (as defined below) who are or become party to this Agreement, is effective as of October 19, 2021 (the "**Effective Date**"). Capitalized terms used without definition shall have the meanings assigned thereto in ARTICLE I.

W I T N E S S E T H:

WHEREAS, reference is made to that certain Agreement and Plan of Merger, dated as of May 24, 2021 (as amended, supplemented, restated or otherwise modified from time to time, the "**Merger Agreement**"), by and among, the Company, Algoma Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of the Company ("**Merger Sub**"), and Legato Merger Corp., a Delaware corporation ("**Legato**"), pursuant to which Merger Sub will merge with and into Legato, with Legato surviving as a wholly owned subsidiary of the Company and the securityholders of Legato becoming securityholders of the Company (the "**Merger**").

WHEREAS, in connection with the consummation of the Merger, the Company and the Shareholders desire to enter into this Agreement, which shall govern certain rights, duties and obligations of the parties hereto from and after the Effective Date.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereto, intending to be legally bound hereby, agrees as follows:

ARTICLE I
DEFINITIONS

Section 1.1 *Definitions*.

(a) As used in this Agreement, the following terms have the following meanings:

"**66 2/3% Approval**" means the approval by an instrument in writing by Shareholders with Aggregate Ownership of at least a 66 2/3% of the Shares held by the Shareholders.

"**Adverse Person**" means any Person that the Board determines in good faith is a competitor or a potential competitor of any of the members of the Company Group.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person; *provided* that no Shareholder or other securityholder of the Company shall be deemed an Affiliate of the Company or another member of the Company Group or an Affiliate of any other security holder of the Company solely by reason of any investment in the Company or the existence or exercise of any rights or obligations under this Agreement or the Company Securities held by such

security holder. For the purpose of this definition, the term "**control**" (including, with correlative meanings, the terms "**controlling**," "**controlled by**" and "**under common control with**"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; *provided* that, with respect to a Shareholder, the members of the Company Group shall be deemed to not be Affiliates of such Shareholder (without prejudice to whether a Shareholder may be deemed to be an Affiliate of a member of the Company Group).

"**Algoma Shareholder**" means a Shareholder who is not a Legato Founder.

"**Aggregate Ownership**" means, with respect to any Shareholder or group of Shareholders at any time of determination, the total number of Shares beneficially owned (without duplication) by such Shareholder or group of Shareholders and any Affiliates or Related Funds of such Shareholder or group of Shareholders as of the date of such calculation.

"**Archview**" means Archview Investment Group LP, together with its Affiliates and Related Funds that hold Shares.

"**Bain**" means Bain Capital Credit, LP solely in its capacity as investment adviser for its Related Funds that hold Shares, and such Related Funds.

"**Barclays**" means Barclays Bank PLC together with its Affiliates and Related Funds that hold Shares.

"**beneficial owner**" has the meaning defined in Rule 13d-3 and Rule 13d-5 of the Exchange Act. "**beneficially own**," "**beneficially owned**" and "**beneficial ownership**" have correlative meanings.

"**Board**" means the board of directors of the Company.

"**Bought Deal**" means any of (i) a block trade of Registrable Securities, (ii) an "overnight" underwritten offering of Registrable Securities without a prior marketing process or (iii) a sale of Registrable Securities by the Company to underwriters for reoffering to the public as described in the definition of "bought deal agreement" in Section 7.1 of NI 44-101, in each case, pursuant to an agreement among the Company, one or more underwriters and other Persons and a Shelf Prospectus Supplement. For the avoidance of doubt, any sale of Registrable Securities by a Shareholder to one or more underwriters that does not require a new Registration Filing or Shelf Prospectus Supplement shall be deemed not to be a Bought Deal.

"**Business Day**" means any day except a Saturday, Sunday or other day on which commercial banks in (i) New York City, New York, in the United States of America or (ii) Toronto, Ontario, in Canada, are authorized by law to close.

"**Canada Jurisdictions**" means each province of Canada.

"**Canada Law**" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to the Business Corporations Act with the definitions and rules of construction in the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to Interpretation Act, except, if there is a conflict between a definition in the Business Corporations Act and a definition or rule in the Interpretation Act, the definition in the Business Corporations Act will prevail.

"**Canada National Securities Exchange**" means the Canadian Securities Exchange, Toronto Stock Exchange, TSX Venture Exchange or NEO Exchange.

"**Canada Securities Authorities**" means the "Canadian securities regulatory authorities" as defined in National Instrument 14-101—Definitions, and any of their successors.

"**Canada Securities Laws**" means all applicable securities laws, the respective regulations, rules and orders made thereunder, and all applicable policies, instruments and notices issued by the commissions in the Canada Jurisdictions as they may be amended from time to time.

"**Company Group**" means the Company and its Subsidiaries (including any present or future direct or indirect Subsidiaries).

"**Company Securities**" means (i) the Shares, (ii) any securities convertible into or exchangeable for Shares and (iii) any options, warrants or other rights to acquire Shares.

"**Damages**" means any and all losses, claims, damages, liabilities and expenses (including reasonable and documented expenses of investigation and reasonable attorneys' fees and expenses).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Registration**" means a registration or qualification (i) on Form S-8, S-4 or F-4, any successor forms or any substantially equivalent forms or prospectuses under the Canada Securities Laws, or any prospectus under the Canada Securities Laws used exclusively for a similar purpose, (ii) relating to Company Securities issuable upon exercise of employee equity awards or in connection with any employee benefit or similar plan of the Company, (iii) in connection with a direct or indirect acquisition by the Company of another Person or (iv) in connection with an offering of debt securities of a member of the Company Group convertible into or exchangeable for capital stock or other securities of a member of the Company Group and any capital stock or other securities of a member of the Company Group issuable upon the conversion or exchange of such debt securities.

"**FINRA**" means the Financial Industry Regulatory Authority.

"**GTAM**" means GoldenTree Asset Management LP, solely in its capacity as investment adviser for its Related Funds that hold Shares, and such Related Funds.

"**Key Shareholder**" means a Shareholder with Aggregate Ownership of at least 239,704 Shares.

"**Legal Action**" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

"**Legato Founders**" means the holders of the common stock, par value $0.0001 per share, of Legato, sold by Legato prior to its initial public offering.

"**Lock-Up Agreement**" means that certain lock-up agreement entered into concurrently with the execution of the Merger Agreement, by and among the Company's sole shareholder and the Legato Founders.

"**Majority Approval**" means the approval by an instrument in writing by Shareholders with Aggregate Ownership of at least a majority of the Shares held by the Shareholders.

"**Marathon**" means Marathon Asset Management, L.P., solely in its capacity as investment adviser for its Related Funds that hold Shares, and such Related Funds.

"**NI 44-101**" means National Instrument 44-101—*Short Form Prospectus Distributions*.

"**NI 44-102**" means National Instrument 44-102—*Shelf Distributions*.

"**NI 44-103**" means National Instrument 44-103—*Post-Receipt Pricing.*

"**Nomination Right Termination Event**" means, with respect to a Shareholder and such Shareholder's Nomination Rights, such time that (a) such Shareholder Transfers one or more Shares to a Person (other than an Affiliate or a Related Fund of such Shareholder) or (b) the Company issues additional Shares (other than to an Affiliate or another member of the Company Group), and immediately following such Transfer or issuance: (i) with respect to the first Nomination Right held by a Shareholder, such Shareholder no longer has an Ownership Percentage of at least 7.36%; or (ii) with respect to the second Nomination Right held by a Shareholder, such Shareholder no longer has an Ownership Percentage of at least 18.4%, following which, such Nomination Right shall terminate; *provided* that for purposes of determining whether a Nomination Right Termination Event has occurred with respect to a Nomination Right held by Marathon and Archview, acting together solely for purposes of exercising Nomination Rights and related rights pursuant to ARTICLE II, the Ownership Percentages of Marathon and Archview shall be aggregated.

"**Organizational Documents**" with respect to a Person means the articles of association, articles of incorporation, certificate of incorporation, bylaws or any other applicable organizational or formation documents of such Person.

"**Ownership Percentage**" means, with respect to a Shareholder, the Aggregate Ownership of such Shareholder divided by the total number of then-outstanding Shares on the relevant date of determination.

"**Person**" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Preliminary Prospectus**" means, (i) with respect to the Securities Act, a preliminary prospectus that is a part of a Registration Filing filed with the SEC, or (ii) with respect to the Canada Securities Laws, a preliminary prospectus prepared in accordance with applicable Canada Securities Laws of the Canada Jurisdictions in which such preliminary prospectus is proposed to be filed (which may include, for greater certainty, a preliminary base PREP prospectus prepared in accordance with NI 44-103) and, with respect to a Preliminary Prospectus under Canada Securities Laws, includes both the English language and French language version thereof, if the Company is, or will pursuant to the Registration Filing become, a reporting issuer in the Province of Quebec.

"**Prospectus**" means, (i) with respect to the Securities Act, a final prospectus contained within a Registration Filing proposed to be filed with the SEC (which includes, for greater certainty, a final prospectus omitting pricing information in accordance with Rule 430A under the Securities Act), or (ii) with respect to the Canada Securities Laws, a final prospectus prepared in accordance with applicable Canada Securities Laws of the Canada Jurisdictions in which such final prospectus is proposed to be filed (which includes, for greater certainty, a final base PREP prospectus omitting pricing information in accordance with NI 44-103) and, with respect to a Prospectus under Canada Securities Laws, includes both the English language and French language version thereof, if the Company is, or will pursuant to the Registration Filing become, a reporting issuer in the Province of Quebec.

"**Public Offering**" means a public offering of Company Securities pursuant to an effective Registration Filing, other than pursuant to a registration statement on Form S-4, Form F-4 or Form S-8, any successor form, or any form similar in function or any prospectus used exclusively for a similar purpose under the Canada Securities Laws.

"**Public Offering Launch**" means the earlier of (i) the commencement of marketing or a "roadshow" by underwriters in connection with a Public Offering or (ii) the filing of a Preliminary Prospectus or preliminary Shelf Prospectus Supplement with the SEC or a Canada Securities Authority in which such Preliminary Prospectus or Shelf Prospectus Supplement contains an estimated price range.

"**Public Offering Pricing**" means the approval of a price for securities to be sold in a Public Offering by the Company (whether by the Board, a pricing committee thereof or other

Persons to which such approval has been properly delegated), which may be evidenced by the entry into an underwriting agreement or purchase agreement by the Company or any Shareholders selling securities in the Public Offering.

"**Registrable Securities**" means any Company Securities held by any Legato Founder or Key Shareholder until:

(i) (A) a Registration Filing covering the offering and sale of such Company Securities has been declared effective by the SEC (or comparable governmental or self-regulatory authority) and such Company Securities have been disposed of pursuant to such effective Registration Filing or (B) a final receipt or equivalent document for a Prospectus qualifying the distribution of such Company Securities by the Shareholder thereof has been issued by Canada Securities Authorities and such Company Securities have been disposed of pursuant to such Prospectus;

(ii) such Company Securities have been sold or may be sold to the public by such Shareholder (A) without volume or manner of sale limitation under Rule 144 or (B) without being subject to any control person sale restrictions or subject to any remaining hold period or seasoning period under the Canada Securities Laws; or

(iii) such Company Securities are otherwise Transferred and such Company Securities may be resold by the Transferee under the same circumstances described in the immediately preceding clause (ii).

"**Registration Expenses**" means any and all expenses incident to the performance of or compliance with any registration, qualification or marketing of Registrable Securities, including all (i) registration, qualification and filing fees, and all other fees and expenses payable in connection with the listing of securities on any securities exchange or automated interdealer quotation system, (ii) fees and expenses of compliance with any securities laws or "blue sky" laws (including reasonable fees and disbursements of counsel in connection therewith) of any applicable jurisdiction, (iii) expenses in connection with the preparation, printing, mailing and delivery of any Registration Filing, prospectuses and other documents in connection therewith and any amendments or supplements thereto, (iv) security engraving and printing expenses, (v) internal expenses of the Company (including all salaries and expenses of its officers and employees performing legal or accounting duties), (vi) reasonable fees and disbursements of counsel for the Company and customary fees and expenses for independent certified public accountants retained by the Company (including the expenses relating to any comfort letters or costs associated with the delivery by independent certified public accountants of any comfort letters requested pursuant to Section 3.5(h)), (vii) reasonable fees and expenses of any special experts retained by the Company in connection with such registration, (viii) reasonable and documented fees, out-of-pocket costs, and expenses of the Shareholders and Shareholders Counsel, (ix) fees and expenses in connection with any review by FINRA or comparable governmental or self-regulatory authority of the underwriting arrangements or other terms of the offering, and all fees and expenses of any "qualified independent underwriter," including the fees and expenses of any counsel thereto, (x) fees and disbursements of underwriters customarily paid by issuers or sellers of securities, but excluding any underwriting fees, discounts and commissions and transfer taxes attributable to the sale of Registrable Securities, (xi) costs of

printing and producing any agreements among underwriters, underwriting agreements, any "wrapper," "blue sky" or legal investment memoranda and any selling agreements and other documents in connection with the offering, sale or delivery of the Registrable Securities, (xii) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering, (xiii) expenses relating to any analyst or investor presentations or any "road shows" undertaken in connection with the registration, marketing or selling of the Registrable Securities, (xiv) fees and expenses payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies and (xv) all out-of-pocket costs and expenses incurred by the Company or its appropriate officers in connection with their compliance with Section 3.5(l).

"**Registration Filing**" means, (i) with respect to the Securities Act, any registration statement promulgated by the SEC, including Form S-1, Form S-3, Form F-1 and Form F-3, and Form F-10; (ii) with respect to the Canada Securities Laws, a Shelf Base Prospectus or Preliminary Prospectus, in each case, including any amendments and supplements thereto, including post-effective amendments, all exhibits thereto or documents required to be filed therewith, and all materials incorporated by reference therein; and (iii) both (i) and (ii), in the case of a Registration Filing concurrently in both the United States and Canada.

"**Registration Requirements**" means, with respect to one or more Legato Founders or Key Shareholders, that such Legato Founder or Key Shareholder is not able to freely resell Registrable Securities (i) without volume or manner of sale restrictions under Rule 144 or (ii) without being subject to any remaining hold period or seasoning period under the Canada Securities Laws.

"**Related Fund**" means, with respect to any Person, (i) an Affiliate of such Person; or (ii) any fund, account or investment vehicle that is controlled, managed, advised or sub-advised by such Person, an Affiliate of such Person, the same investment manager, advisor or sub-advisor of such Person or an Affiliate of such investment manager, advisor or sub-advisor; *provided* that, with respect to a Shareholder, the members of the Company Group shall be deemed to not be Related Funds of such Shareholder (without prejudice to whether a Shareholder may be deemed to be a Related Fund of a member of the Company Group).

"**Rule 144**" means Rule 144 (or any successor provisions) under the Securities Act.

"**SEC**" means the Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Securities Requirement**" means, for any Shareholder, that the issuance of Company Securities or other securities to such Shareholder would be in compliance with all applicable securities laws and would not require under applicable law (i) the registration or qualification of such Company Securities or other securities or of any Person as a broker or dealer or agent with respect to such Company Securities or other securities, or (ii) the provision to such Shareholder of any information that would not be furnished by the issuer of such securities in the applicable transaction if such Shareholder were an "accredited investor" as defined by Rule 501 promulgated under Regulation D under the Securities Act.

"**Selling Shareholder Information**" means the name of a Registering Shareholder selling Company Securities pursuant to a Demand Registration or Piggyback Registration, the amount of Company Securities offered and the address and other information (excluding percentages) with respect to such Registering Shareholder that appear (or are required by applicable law and rule or regulation of an applicable governmental authority or securities exchange) in a table and corresponding footnotes in the Registration Filing, Preliminary Prospectus, Prospectus, Shelf Base Prospectus or Shelf Prospectus Supplement or any amendment or supplement thereto.

"**Shareholder**" means at any time, any Person, together with its Affiliates and Related Funds, (other than a member of the Company Group) who is a party to or bound by this Agreement, so long as such Person (and such Person's Affiliates and Related Funds) shall beneficially own any Company Securities.

"**Shareholders Counsel**" means one law firm or other legal counsel for all Registering Shareholders selected by the Registering Shareholders holding at least a majority of the Registrable Securities to be sold for the account of all Registering Shareholders in the offering and one or more local counsels for any of the Registering Shareholders.

"**Shares**" means the common shares, without par value, of the Company and any other security into which such common shares may hereafter be converted or changed.

"**Shelf Base Prospectus**" (i) with respect to the Securities Act, means a prospectus filed as part of a Registration Filing with the SEC pursuant to a Shelf Registration, or (ii) with respect to the Canada Securities Laws, has the meaning ascribed to "base shelf prospectus" thereto in NI 44-102.

"**Shelf Prospectus Supplement**" means (i) with respect to the Securities Act, means a prospectus supplement filed with the SEC with respect to a Registration Filing for which a Shelf Base Prospectus has been filed or (ii) with respect to the Canada Securities Laws, has the meaning ascribed thereto in NI 44-102.

"**Shelf Registration**" means (i) with respect to the Securities Act, a proposed registration of securities pursuant to a registration statement on a delayed or continuous offering basis pursuant to Rule 415 or any similar provision that may be adopted by the SEC or (ii) with respect to the Canada Securities Laws, a Shelf Base Prospectus.

"**Subsidiary**" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect at least a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person.

"**Transfer**" means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly

(including pursuant to a derivative transaction), or agree or commit to do any of the foregoing, and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing. "**Transferred**," "**Transferor**" and "**Transferee**" shall have correlative meanings.

"**U.S. National Securities Exchange**" means the Nasdaq Global Select Market, Nasdaq Global Market, Nasdaq Capital Market, New York Stock Exchange or NYSE MKT.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Board Observer	2.6
Company	Preamble
Demand Registration	3.1(a)
D&O Exculpated Parties	2.7(a)
Nomination Right	2.1(a)
Effective Date	Preamble
Indemnified Party	3.8
Indemnifying Party	3.8
Inspectors	3.5(g)
issuer free writing prospectus	3.6
Institutional Indemnitors	2.8(a)
Maximum Offering Size	3.1(e)
PFIC	4.2(a)
Piggyback Registration	3.2(a)
Records	3.5(g)
Registering Shareholders	3.1(a)
Replacement Nominee	2.2(a)
Requesting Shareholder	3.1(a)
road show	3.6
Shareholder Nominee	2.1(a)

Section 1.2 *Other Definitional and Interpretative Provisions.* The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact

followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided* that with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any law include all rules and regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any references to a certain number of Shares shall be subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Shares after the Effective Date.

ARTICLE II
CORPORATE GOVERNANCE

Section 2.1 *Nomination Rights*.

(a) Subject to the nomination of the persons who will serve as the initial Board on the Effective Date pursuant to the Merger Agreement and Section 2.1(d) hereof, each of (i) Bain, (ii) Barclays, (iii) GTAM and (iv) Marathon and Archview, with Marathon and Archview acting together solely for purposes of exercising Nomination Rights and related rights pursuant to this ARTICLE II but all of such Shareholders otherwise acting separately, shall have the right (each, a “**Nomination Right**”) to nominate one director to the Board (a “**Shareholder Nominee**”) until the occurrence of a Nomination Right Termination Event with respect to such Shareholder’s Nomination Right. If a Nomination Right Termination Event has occurred at a time when a Shareholder Nominee nominated pursuant to the Nomination Right is serving on the Board, the affected Shareholder shall cause such Shareholder Nominee to offer his or her resignation to the Board at least 60 days prior to the expected date of the Company’s next meeting of shareholders called for the purpose of electing directors, which resignation may be effective as of the date of the shareholder meeting. Notwithstanding the foregoing, the Board (or a committee thereof) may, in its sole discretion, recommend for nomination any Shareholder Nominee that has tendered his or her resignation in accordance with this Section 2.1(a).

(b) Any Shareholder with a Nomination Right that acquires Shares such that after such acquisition such Shareholder has an Ownership Percentage of at least 18.4% shall automatically receive a second Nomination Right until such time as a Nomination Right Termination Event occurs with respect to such second Nomination Right; *provided* that no Shareholder shall have or exercise more than two Nomination Rights, regardless of its Ownership Percentage.

(c) The Company agrees, to the fullest extent permitted by applicable law, to and to use its reasonable best efforts to cause the directors to: (i) include in the slate of nominees recommended by the Board or any committee thereof for election at any meeting of shareholders called for the purpose of electing directors the Shareholder Nominees and to nominate and recommend the Shareholder Nominees to be elected as directors as provided herein and (ii) include the Shareholder Nominees in the information circular prepared by the Company in

connection with the Company's solicitation of proxies or consents in favor of director nominees for every meeting of the shareholders of the Company called with respect to the election of members of the Board, and at every adjournment or postponement thereof, and on every action or approval by written resolution of the shareholders of the Company or the Board with respect to the election of members of the Board, (iii) enable any Shareholder with Nomination Rights to nominate for election a Shareholder Nominee, whether by increasing the size of the Board or otherwise, or nominate a Shareholder Nominee to fill any newly created vacancy, provided such vacancy is not caused by the death, disability, retirement, resignation, removal (with or without cause) or otherwise of a director for which a Shareholder has a Nomination Right, in which case such Shareholder will be entitled to nominate a Replacement Nominee pursuant to Section 2.2, (iv) take all actions necessary at any time and from time to time so that a Shareholder Nominee will not be removed from the Board without the approval of the Shareholder that nominated such Shareholder Nominee, and (v) use the same efforts to cause the election of Shareholder Nominee as it uses to cause other nominees recommended by the Board to be elected, including soliciting proxies or consents in favor thereof.

Section 2.2 *Vacancies*. If, as a result of death, disability, retirement, resignation, removal (with or without cause) or otherwise, there shall exist or occur any vacancy on the Board:

(a) a Shareholder with a Nomination Right to nominate such director or manager whose death, disability, retirement, resignation or removal resulted in such vacancy, shall have the exclusive right to nominate another individual (such Person, the "**Replacement Nominee**") to fill such vacancy and serve as a director on the Board by providing written notice thereof to the Company;

(b) if no shareholder action is required under applicable law to appoint a Replacement Nominee, the Company will take all steps necessary to cause the appointment of the Replacement Nominee;

(c) if shareholder action is required under applicable law to appoint a Replacement Nominee, the Company shall use its reasonable best efforts to cause such Replacement Nominee to be elected to the Board, as soon as reasonably practicable, and the Company shall take or cause to be taken, to the fullest extent permitted by applicable law, at any time and from time to time, all actions necessary to accomplish the same; and

(d) a Replacement Nominee shall be treated as a Shareholder Nominee for all purposes of this Agreement.

Section 2.3 *Compensation*.

(a) The Company (or a Subsidiary) shall pay all reasonable out-of-pocket expenses incurred by each Shareholder Nominee or any Board Observer in connection with attending regular and special meetings of the Board or board of directors, board of managers or similar governing body of any member of the Company Group or any committee thereof.

(b) Except to the extent a Shareholder with Nomination Rights may otherwise notify the Company, a Shareholder Nominee nominated by such Shareholder shall be

entitled to compensation consistent with the compensation received by other members of the Board who are not employees of the Company, including any fees and equity awards, *provided*, that at the election of a Shareholder Nominee, any director compensation (whether cash, equity awards and/or cash in lieu of equity as may be designated by such Shareholder Nominee) shall be paid to the Shareholder that nominated such Shareholder Nominee or an Affiliate thereof specified by such Shareholder Nominee rather than to such Shareholder Nominee.

Section 2.4 *Organizational Document Provisions*. The Organizational Documents of the Company shall provide for (a) the elimination of liability of each director on the Board to the maximum extent permitted by applicable law and (b) indemnification of, and advancement of expenses for, each director on the Board for acts on behalf of a member of the Company Group to the maximum extent permitted by applicable law.

Section 2.5 Notice of Meeting. The Company agrees to give each director (by email or otherwise) notice and the agenda for each meeting of the Board or any committee thereof at least 24 hours prior to such meeting.

Section 2.6 *Board Observers*. Any Shareholder with one or more Nomination Rights shall have the right, exercisable by delivering written notice to the Company (or the Board), and subject to the prior written consent of the Board (which shall not be unreasonably withheld), to designate one nonvoting observer (a "**Board Observer**") to attend meetings of the Board and any committees thereof and any boards of directors (or similar governing body) of any member of the Company Group and any committee thereof; *provided* that, in the event such consent is not given for a Board Observer, such Shareholder may designate a different Person as a Board Observer, subject to the prior written consent of the Board, which shall not be unreasonably withheld. In connection with the designation of a Board Observer, the Company may require such Board Observer to enter into a written agreement with respect to confidentiality and other customary matters for board observers; *provided* that any such agreement shall be on terms reasonably acceptable to Shareholder or Shareholders designating such Board Observer. Any Board Observer shall be permitted to attend any meeting of the Board or any committee thereof or any boards of directors (or similar governing body) of any member of the Company Group or any committee thereof, in each case, using the same form of communication permitted for members of such board or any committee thereof, and the applicable member of the Company Group shall provide notice and all written materials to the Board Observers for any meeting in the same form, and at the same time, as the director or manager of the applicable member of the Company Group receives; *provided* that the Board Observer may be excluded from access to any material or meeting or portion thereof if the Board or any Subsidiary board, as applicable, determines in good faith, upon advice of legal counsel, that such exclusion is reasonably necessary to prevent a waiver of any attorney-client privilege or necessary to prevent a conflict of interest with respect to the fiduciary duties of the directors, managers or other members.

Section 2.7 *Exculpation; Indemnification; D&O Insurance*.

(a) To the maximum extent permitted by applicable law, no member of the Board or any other board of directors or managers of a member of the Company Group, or Board Observer (and the heirs, executors or administrators of such Person) (the "**D&O Exculpated Parties**") shall be liable to any other D&O Exculpated Party, member of the Company

Group or any Shareholder for any loss suffered by any member of the Company Group or any Shareholder unless such loss is caused by such D&O Exculpated Party's fraud, willful misconduct, violation of law. The D&O Exculpated Parties shall not be liable for errors in judgment or for any acts or omissions that do not constitute fraud, willful misconduct, a violation of law or a material breach of this Agreement or the Organizational Documents of the members of the Company Group. Any D&O Exculpated Party may consult with counsel, accountants and any Shareholder, director, manager, employee or committee of any member of the Company Group or any other professional expert, and provided the D&O Exculpated Party acts in good-faith reliance upon the advice or opinion of any such counsel, accountants or other professional expert, the D&O Exculpated Party shall not be liable for any loss suffered by any other D&O Exculpated Party, any member of the Company Group or any Shareholder in reliance thereon. Each D&O Exculpated Party is an express third-party beneficiary of the rights conferred thereto in this Section 2.7(a).

(b) Each Person (and the heirs, executors or administrators of such Person) who was or is a party or is threatened to be made a party to, or is involved in, any Legal Action, by reason of the fact that such Person is or was a director, manager or officer of a member of the Company Group or is or was serving at the request of a member of the Company Group as a director, manager or officer of another company, corporation, partnership, joint venture, trust or other enterprise (the "**D&O Indemnified Parties**"), shall be indemnified and held harmless by the members of the Company Group to the fullest extent permitted by applicable law, including to the extent of any Damages caused by, related to or arising from, such Legal Action, whether arising prior to, on or after the Effective Date. The right to indemnification conferred in this Section 2.7(b) shall also include the right to be paid by the members of the Company Group the expenses incurred in connection with any such Legal Action in advance of its final disposition to the fullest extent authorized by applicable law. Each D&O Indemnified Party is an express third-party beneficiary of the rights conferred thereto in this Section 2.7(b).

(c) The Company or any other appropriate member of the Company Group will purchase, and will use commercially reasonable efforts to maintain, director and officer liability insurance in such amounts and such limits as reasonably determined by the Board on behalf of any Person who is or was a director on the Board or any other board of directors or managers of a member of the Company Group against any liability asserted against such Person or incurred by such Person in any capacity as such, whether or not any of the members of the Company Group would have the power to indemnify such Person against that liability under any of the Organizational Documents of the members of the Company Group.

(d) Neither the amendment nor repeal of this Section 2.7, nor the adoption of any provision of this Agreement or any Organizational Document of a member of the Company Group, nor, to the fullest extent permitted by applicable law, any modification of law, shall adversely affect any right or protection of any Person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed). The rights to exculpation, indemnification and the advancement and payment of expenses conferred in this Section 2.7 shall not exclude any other right which a D&O Exculpated Party or D&O Indemnified Party may have or hereafter acquire under any law (common or statutory), this Agreement or the Organizational Documents of the members of the Company Group, any vote of

Shareholders or disinterested directors or managers, or otherwise, but each D&O Exculpated Party and D&O Indemnified Party shall not be entitled to recover more than once for the same loss, cost or expense in respect of which it is otherwise entitled to indemnification under this Section 2.7. If this Section 2.7 shall be invalidated on any ground by any court of competent jurisdiction, then the members of the Company Group shall nevertheless indemnify and hold harmless each D&O Indemnified Party pursuant to this Section 2.7 as to any Damages to the fullest extent permitted by this Section 2.7 and applicable law. Each D&O Exculpated Party and D&O Indemnified Party is an express third- party beneficiary of the rights conferred thereto in this Section 2.7(d).

Section 2.8 *Priority of Indemnification.*

(a) Each member of the Company Group hereby acknowledge that the D&O Indemnified Parties nominated pursuant to this ARTICLE II may have certain rights to indemnification, advancement of expenses or insurance provided by the Shareholders that nominated such directors, managers or Board Observers pursuant to Nomination Rights or otherwise and certain of their Affiliates or Related Funds or their Affiliates' and Related Funds' respective partners (whether general, limited or otherwise), shareholders, members, directors, officers, fiduciaries, managers, members, controlling Persons, employees and agents (collectively, the "**Institutional Indemnitors**"). Each member of the Company Group hereby agrees (i) that they are the indemnitors of first resort (*i.e.*, their obligations to such D&O Indemnified Parties are primary and any obligation of the Institutional Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such D&O Indemnified Parties are secondary), (ii) that they shall be required to advance the full amount of expenses incurred by such D&O Indemnified Parties and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of the Organizational Documents of any member of the Company Group (or any other agreement between a member of the Company Group and such D&O Indemnified Parties), without regard to any rights such D&O Indemnified Parties may have against the Institutional Indemnitors, and (iii) that they irrevocably waive, relinquish and release the Institutional Indemnitors from any and all claims against the Institutional Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Each member of the Company Group further agrees that no advancement or payment by the Institutional Indemnitors on behalf of such D&O Indemnified Parties with respect to any claim for which such D&O Indemnified Parties have sought indemnification from a member of the Company Group shall affect the foregoing and the Institutional Indemnitors shall be subrogated to the extent of such advancement or payment to all of the rights of recovery of such D&O Indemnified Parties against a member of the Company Group.

(b) No Institutional Indemnitor shall have any liability as a result of nominating a D&O Indemnified Party, or for any act or omission by such nominated D&O Indemnified Party in his or her capacity as a director, manager, officer or Board Observer, as applicable. Each of the Institutional Indemnitors is an express third- party beneficiary of the rights conferred thereto in this Section 2.8.

ARTICLE III
REGISTRATION RIGHTS

Section 3.1 *Demand Registration*.

(a) If at any time and from time to time on or after the date hereof, the Company shall receive a request from one or more Legato Founders or Key Shareholders (such Legato Founders or Key Shareholders, collectively, the "**Requesting Shareholders**") that the Company, (i) effect a registration under the Securities Act if any Registrable Securities are listed on a U.S. National Securities Exchange or the Company is otherwise subject to Section 13 or 15(d) of the Exchange Act, or (ii) effect a qualification for distribution by prospectus under Canada Securities Laws if any Registrable Securities are listed on a Canada National Securities Exchange or the Company is a reporting issuer in any province or territory of Canada under Canada Securities Laws, of all or any portion of the Requesting Shareholder's Registrable Securities, specifying the intended method of disposition thereof, including whether to be conducted via an underwritten offering (each such request shall be referred to herein as a "**Demand Registration**"). The Company shall use its commercially reasonable efforts to effect, as expeditiously as possible, the filing of a Registration Filing and the effectiveness of the Demand Registration, or the filing of a prospectus under Canada Securities Laws and the issuance of a final receipt for such prospectus, or both, subject to the restrictions set forth in this ARTICLE III. The Company shall give reasonably prompt notice of a Demand Registration (and in no event later than 15 Business Days or 4 Business Days in the case of a Bought Deal prior to the anticipated filing date of the Registration Filing relating to such Demand Registration) to the other Legato Founders and Key Shareholders with respect to all other Registrable Securities of the same class as those requested to be registered by the Requesting Shareholders (all such Legato Founders and Key Shareholders, together with the Requesting Shareholders, and any other Shareholders participating in a Demand Registration or Piggyback Registration, the "**Registering Shareholders**") that such Shareholders have the right to request the Company to register by request received by the Company within 10 Business Days, or 2 Business Days in the case of a Bought Deal, after the date of the Company's notice of the Demand Registration, and the Company shall use commercially reasonable efforts to include all Registrable Securities requested to be registered by the Registering Shareholders in such Registration Filing. Notwithstanding the foregoing, the Company shall not be obligated to effect a Demand Registration (i) unless the aggregate proceeds expected to be received from the sale of the Registrable Securities requested to be included in such Demand Registration equals or exceeds C$50,000,000 and (ii) if the Company shall have effected a Demand Registration or Piggyback Registration in which Legato Founders and Key Shareholders had the opportunity to sell Registrable Securities within the four-month period prior to receipt of the Demand Registration.

(b) At any time prior to the Public Offering Launch of a Demand Registration, the Requesting Shareholders may revoke such request, without liability to any of the other Registering Shareholders, by providing a notice to the Company revoking such request.

(c) The Company shall be liable for and pay all Registration Expenses in connection with any Demand Registration, regardless of whether such Demand Registration is completed.

(d) A Demand Registration shall be deemed not to have occurred:

(i) unless the Public Offering Pricing has been completed and a final Prospectus or Shelf Prospectus Supplement relating to the applicable Registration Filing containing pricing information has been filed with the SEC or one or more Canada Securities Authorities; *provided* that a Demand Registration shall be deemed not to have occurred if either (1) such Registration Filing is interfered with by any cease trade or stop order, injunction or other order or requirement of the SEC, a Canada Securities Authority or any other governmental agency or court or (2) less than 75% of the Registrable Securities included in such Registration Filing have been sold thereunder; or

(ii) if the Maximum Offering Size is reduced in accordance with Section 3.1(e) such that less than 75% of the Registrable Securities of the Requesting Shareholders sought to be included in such registration are included.

(e) If a Demand Registration involves an underwritten Public Offering and the managing underwriters advise the Company and the Registering Shareholders that, in their view, the amount of Registrable Securities requested to be included in such Demand Registration (including any securities that the Company proposes to include) exceeds the largest amount of Registrable Securities that can be sold without having an adverse effect on such offering, including the price at which such Registrable Securities can be sold (the "**Maximum Offering Size**"), the Company shall include in such registration, in the priority listed below, up to the Maximum Offering Size:

(i) first, all Registrable Securities requested to be registered by the Registering Shareholders (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such Persons on the basis of the relative number of Registrable Securities beneficially owned by such Registering Shareholders); and

(ii) second, any securities proposed to be registered by any other Persons (including the Company), with such priorities among them as the Company shall determine.

(f) The Company may postpone effecting a Demand Registration on one occasion during any period of twelve consecutive months for a reasonable time specified in the notice but not exceeding 90 days (which period may not be extended or renewed), if the Company provides a certificate signed by the principal executive officer of the Company stating that in the good faith judgement of the Board that (A) the Company is in possession of material non-public information the disclosure of which during the period specified in such notice the Company reasonably believes would not be in the best interests of the Company or (B) that it would otherwise be seriously detrimental to the Company and its shareholders for such Demand Registration to be effected at such time. It is agreed that the existence or anticipation of a material acquisition or financing activity will be sufficient reason for the Company to postpone a Demand Registration.

(g) At any time that Legato Founders or Key Shareholders may request a Demand Registration, upon the request of one or more Legato Founders or Key Shareholders that satisfy the Registration Requirements, the Company shall use its commercially reasonable efforts to file a Registration Filing for a Shelf Registration with respect to the Registrable Securities

and to cause such Shelf Registration to become effective. Any request for the Company to prepare and file a Shelf Prospectus Supplement pursuant to a Shelf Registration in any underwritten Public Offering shall be deemed to be a Demand Registration subject to the provisions of Section 3.1(a); *provided* that none of (x) the filing of a Shelf Base Prospectus or (y) the filing of Shelf Prospectus Supplement that does not relate to an underwritten Public Offering and is only for the purpose of updating a Shelf Base Prospectus with the identities of any selling shareholders, the amounts of securities to be sold and any related information required by the applicable Registration Filing, shall constitute a Demand Registration. The Company shall give notice of any Shelf Registration pursuant to the procedures in Section 3.1(a).

Section 3.2 *Piggyback Registration*.

(a) If at any time the Company proposes to effect a Registration Filing under the Securities Act (other than an Excluded Registration) or under the Canada Securities Laws, whether or not for sale for its own account, the Company shall each such time give prompt notice at least 10 Business Days, or 4 Business Days in the case of a Bought Deal, prior to the anticipated filing date of the Registration Filing relating to such registration to each Legato Founder and Key Shareholder, which notice shall set forth such Legato Founder's and Key Shareholder's rights under this Section 3.2 and shall offer such Legato Founder and Key Shareholder the opportunity to include in such Registration Filing the number of Registrable Securities of the same class or series as those proposed to be registered as each such Legato Founder and Key Shareholder may request (a "**Piggyback Registration**"), subject to the provisions of Section 3.2(b). Upon the request of any such Legato Founder or Key Shareholder made within 10 Business Days, or 2 Business Days in the case of a Bought Deal, after the receipt of notice from the Company (which request shall specify the number of Registrable Securities intended to be registered by such Legato Founder or Key Shareholder), the Company shall use its commercially reasonable efforts to effect a Registration Filing for all Registrable Securities that the Company has been so requested to register by all such Registering Shareholders; *provided* that (i) if such registration involves an underwritten Public Offering, all such Registering Shareholders must sell their Registrable Securities to the underwriters selected as provided in Section 3.5(f)(i) on the same terms and conditions as apply to the Company or the Requesting Shareholders, as applicable, and (ii) if, at any time after giving notice of its intention to register any Registrable Securities pursuant to this Section 3.2(a) and prior to the Public Offering Pricing for such Piggyback Registration, the Company shall determine for any reason not to register such Registrable Securities, the Company shall give notice to all such Registering Shareholders and, thereupon, shall be relieved of its obligation to register any Registrable Securities in connection with such Registration Filing. The Company shall pay all Registration Expenses in connection with each Piggyback Registration.

(b) If a Piggyback Registration involves an underwritten Public Offering (other than any Demand Registration, in which case the provisions with respect to priority of inclusion in such offering set forth in Section 3.1(e) shall apply) and the managing underwriters advise the Company that, in its view, the number of Registrable Securities that the Company and such Registering Shareholders intend to include in such registration exceeds the Maximum Offering Size, the Company shall include in such registration, in the following priority, up to the Maximum Offering Size:

(i) first, so much of the Registrable Securities proposed to be registered for the account of the Company as would not cause the offering to exceed the Maximum Offering Size;

(ii) second, all Registrable Securities requested to be included in such registration by any Registering Shareholders pursuant to Section 3.2 (allocated, if necessary for the offering not to exceed the Maximum Offering Size, pro rata among such Registering Shareholders on the basis of the relative amount of Registrable Securities so requested to be included in such registration by each); and

(iii) third, any securities proposed to be registered for the account of any other Persons with such priorities among them as the Company shall determine.

Section 3.3 *Restriction on Demand Registration and Piggyback Registration*. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement or the effectiveness of any Registration Statement, no sales of Registrable Securities shall be effected by any Shareholder until after the expiration of the applicable lock-up period in accordance with the Lock-Up Agreement.

Section 3.4 *Transfer Restrictions*.

(a) Subject to Section 3.4(c), in connection with any underwritten Public Offering and if required by the Board after consultation with the managing underwriters, no Registering Shareholder that is selling securities in such Public Offering shall Transfer any Company Securities (or any securities convertible into or exchangeable or exercisable for such Company Securities), other than any Company Securities sold to the managing underwriters, or exercise any registration rights with respect to such Company Securities from the Public Offering Launch for up to 90 days (or such shorter time as determined by the managing underwriters) following the date of a final Prospectus or Shelf Prospectus Supplement filed for such Public Offering.

(b) Any Person restricted under this Section 3.4 shall execute a customary lock-up agreement with the underwriters, which shall be consistent with the provisions described under this Section 3.4 and otherwise provide for customary exceptions as negotiated by the Company with the managing underwriters. Any such executed lock-up agreement shall be deemed to replace the restrictions under Section 3.4.

(c) No Shareholder shall be subject to the restrictions of this Section 3.4 unless all members of the Board, all officers of the Company, all Shareholders selling securities in such Public Offering are subject to this Section 3.4 or similar lock-up restrictions. If the Company or the underwriters grant a waiver or release under this Section 3.4, any lock-up agreement or any substantially similar restrictions to (i) any Person or entity that beneficially owns 1% or more of the outstanding capital stock of the Company or (ii) any member of the Board or officer of the Company, then all Shareholders shall be deemed to receive the same waiver or release to the same extent and on the same terms as such other Person for the same number of Company Securities as waived or released for such other Person; *provided* that if such waiver is in connection with a

follow-on Public Offering, then such waiver shall only apply with respect to a Shareholder's sales in such follow-on Public Offering so long as such Shareholder is given the opportunity to participate in such Public Offering on a ratable basis as all other Shareholders; *provided further* that this Section 3.4(c) shall not apply (x) to any waiver or release for hardship as reasonably determined by the managing underwriters or the Board; (y) with respect to any "net" or "cashless" exercise, or with respect to any dispositions solely to cover taxes or the payment of any exercise price, in connection with any equity awards; or (z) until holders of at least 2% of the outstanding capital stock of the Company have been granted such waiver or release.

Section 3.5 *Registration Procedures*. In the event of a Demand Registration or Piggyback Registration, the Company shall use its commercially reasonable efforts to effect the registration and the sale of all Registrable Securities requested to be included by any Registering Shareholders in accordance with the intended method of disposition thereof as quickly as practicable, and, in connection with any such request:

(a) The Company shall as promptly as reasonably possible prepare and file a Registration Filing on any form for which the Company then qualifies or that counsel for the Company shall deem appropriate and which form shall be available for the sale of the Registrable Securities to be registered thereunder in accordance with the intended method of distribution thereof, and use its commercially reasonable efforts (i) to cause such filed Registration Filing to become and remain effective, until the earlier of (A) the time at which all of the Registrable Securities of the Registering Shareholders included in such Registration Filing shall have actually been sold thereunder and (B) in the case of a Shelf Registration, three years or, in the case of any other Demand Registration, the time at which the offering contemplated by such Registration Filing (upon the advice of the underwriters participating in such offering, if applicable) is terminated; and (ii) to cause a final receipt for any Canadian prospectus relating to such Registration Filing to be issued by the applicable Canada Securities Authorities and remain available for use until the earlier of (X) the time at which all of the Registrable Securities of the Registering Shareholders included in such Registration Filing shall have actually been sold thereunder and (Y) in the case of a Shelf Registration, twenty-five months or, in the case of any other Demand Registration, the time at which the offering contemplated by such Registration Filing (upon the advice of the underwriters participating in such offering, if applicable) is terminated.

(b) Prior to filing a Registration Filing, Preliminary Prospectus, Prospectus, Shelf Base Prospectus, Shelf Prospectus Supplement, or any amendment or supplement thereto, or any free writing prospectus or any other filing (in each case including all exhibits thereto and documents incorporated by reference therein) related to such Registration Filing, the Company shall, if requested, furnish to Shareholders Counsel, each Registering Shareholder and each underwriter, if any, and such underwriter's counsel, copies of such Registration Filing or other document as proposed to be filed, and thereafter the Company shall also furnish such number of copies of such Registration Filing or other document as Shareholders Counsel, such Registering Shareholder, underwriter or underwriter's counsel may reasonably request. Each Registering Shareholder shall have the right to request that the Company modify any information contained in such Registration Filing or other document pertaining to such Registering Shareholder and the Company shall use its commercially reasonable efforts to comply with such request; *provided, however*, that the Company shall not have any obligation to so modify

any information if the Company reasonably expects that so doing would cause the applicable document to contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) After the filing of the Registration Filing, the Company shall (i) cause the related Preliminary Prospectus or Shelf Base Prospectus to be supplemented by any required Prospectus or Shelf Prospectus Supplement or any amendment or other supplement, and, as so amended or supplemented, to be filed, (ii) comply with the provisions of the Securities Act or the Canada Securities Laws, or both, as applicable, with respect to the disposition of all Registrable Securities covered by such Registration Filing during the applicable period in accordance with the intended methods of disposition by the Shareholders thereof set forth in such Registration Filing, as amended or supplemented, and (iii) promptly notify each Shareholder holding Registrable Securities covered by such Registration Filing of any cease trade or stop order, injunction or other order issued or threatened by the SEC, a Canada Securities Authority or any other governmental authority or court and take all reasonable actions required to prevent the entry of such order or injunction or to remove it if entered.

(d) The Company shall use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by such Registration Filing under such U.S. state "blue sky" laws, or the Canada Securities Laws of any provinces or territories of Canada in which the Company is not already a reporting issuer (including, for greater certainty, the Province of Quebec), or such other securities laws as any Registering Shareholder holding such Registrable Securities reasonably (in light of such Registering Shareholder's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Registering Shareholder to consummate the disposition of the Registrable Securities owned by such Registering Shareholder; *provided* that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3.5(d), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction.

(e) The Company shall immediately notify each Registering Shareholder holding such Registrable Securities covered by such Registration Filing, at any time when a Prospectus or Shelf Prospectus Supplement relating thereto is required to be delivered under the Securities Act or Canada Securities Laws, of the occurrence of an event requiring the preparation of a supplement or amendment to such Prospectus or Shelf Prospectus Supplement so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus or Shelf Prospectus Supplement will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or in the case of a prospectus under Canada Securities Laws, will not contain a misrepresentation within the meaning of Canada Securities Laws, and promptly prepare and make available to each such Registering Shareholder and file with the SEC and, if applicable, Canada Securities Authorities, any such supplement or amendment. Each Registering Shareholder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in this Section 3.5(e), such Registering Shareholder shall forthwith discontinue disposition of Registrable Securities pursuant to the Registration Filing covering such Registrable

Securities until such Registering Shareholder's receipt of the copies of the supplemented or amended Prospectus or Shelf Prospectus Supplement contemplated by Section 3.5(e). If the Company shall give such notice, the Company shall make such supplement or amendment available as promptly as reasonably possible and shall extend the period during which such registration statement shall be maintained effective (including the period referred to in Section 3.5(a)) by the number of days during the period from and including the date of the giving of notice pursuant to this Section 3.5(e) to the date when the Company shall make available to such Registering Shareholder a Prospectus or Shelf Prospectus Supplement supplemented or amended to conform with the requirements of Section 3.5(e).

(f) (i) The Requesting Shareholders shall have the right, in their sole discretion, to select an underwriter or underwriters in connection with any Public Offering resulting from the exercise of a Demand Registration, which underwriter or underwriters may include any Affiliate of any Requesting Shareholder; and (ii) the Company shall have the right, in its sole discretion, to select an underwriter or underwriters in connection with any other Public Offering, including a Piggyback Registration. In connection with any Public Offering, the Company shall enter into customary agreements (including an underwriting agreement in customary form) and take such all other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities in any such Public Offering, including the engagement of a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with FINRA.

(g) Upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, the Company shall make available for inspection by any Shareholders Counsel, any Registering Shareholder and any underwriter participating in any disposition pursuant to a Registration Filing being filed by the Company pursuant to this Section 3.5 and any attorney, accountant or other professional retained by any such Legato Founder, Key Shareholder or underwriter (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**") as shall be reasonably necessary or desirable to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information reasonably requested by any Inspectors in connection with such Registration Filing. Records that the Company determines, in good faith, to be confidential and that it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission, or misrepresentation within the meaning of Canada Securities Laws, in such Registration Filing or (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction. Each Registering Shareholder agrees that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it or its Affiliates as the basis for any market transactions in the Registrable Securities unless and until such information is made generally available to the public. Each Registering Shareholder further agrees that, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, it shall give notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential

(h) If requested by the managing underwriters in an underwritten Public Offering, the Company shall furnish to each underwriter (i) an opinion or opinions of legal counsel

to the Company (including, for greater certainty, in the case of a Registration Filing made with the SEC, negative assurance letters or "10b-5 negative assurance letters") and (ii) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, as the managing underwriters reasonably request.

(i) The Company shall otherwise use its commercially reasonable efforts to comply with the Securities Act and all applicable rules and regulations of the SEC and the Canada Securities Laws and all applicable rules and regulations of any Canada Securities Authority. If the Registration Filing is made with the SEC, the Company shall make available to its security holders, as soon as reasonably practicable, an earnings statement or such other document that shall satisfy the provisions of Section 11(a) of the Securities Act and the requirements of Rule 158 thereunder.

(j) The Company may require each Registering Shareholder promptly to furnish in writing to the Company such information regarding the distribution of the Registrable Securities as the Company may from time to time reasonably request and such other information as may be legally required in connection with such registration.

(k) The Company shall use its commercially reasonable efforts to list all Registrable Securities covered by such Registration Filing on any securities exchange or quotation system on which any of the Registrable Securities are then listed or traded, or have become listed in connection with the Registration Filing.

(l) The Company shall have appropriate officers of the Company (i) prepare and make presentations at any "road shows" and before analysts and rating agencies, as the case may be, (ii) take other actions to obtain ratings for any Registrable Securities and (iii) otherwise use their commercially reasonable efforts to cooperate as reasonably requested by the underwriters in the offering, marketing or selling of the Registrable Securities.

Section 3.6 *Indemnification by the Company*. (a) The Company agrees to indemnify and hold harmless each Registering Shareholder beneficially owning any Registrable Securities covered by a Demand Registration or Piggyback Registration, each such Registering Shareholder's Affiliates and Related Funds and each of such Registering Shareholder's and its Affiliates' and Related Funds' respective partners (whether general, limited or otherwise), shareholders, members, directors, officers, fiduciaries, managers, members, controlling Persons, employees and agents, and each Person, if any, who controls such Registering Shareholder or its Affiliates and Related Funds within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all Damages caused by, relating to, arising out of or based upon (a) any untrue statement or alleged untrue statement of a material fact, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, contained or incorporated by reference in any Registration Filing, Preliminary Prospectus, Prospectus, Shelf Base Prospectus or Shelf Prospectus Supplement, relating to the Demand Registration or Piggyback Registration, any "**issuer free writing prospectus**" (as defined in Rule 405 under the Securities Act), any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any road show as defined in Rule 433(h) under the Securities Act (a "**road show**") (including, with respect to any of the foregoing, any

amendments or supplements thereto and all documents incorporated by reference therein), or caused by or relating to any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such Damages are caused by or related to any such untrue statement or omission or alleged untrue statement or omission, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, so made based upon the Selling Shareholder Information furnished in writing to the Company by such Registering Shareholder or on such Registering Shareholder's behalf expressly for use therein, or (b) any non-compliance in connection with such Demand Registration or Piggyback Registration by the Company or a member of the Company Group, or an officer, manager, director, employee or agent of the Company or a member of the Company Group of the Securities Act, Exchange Act, any Canada Securities Laws, or any applicable rules or regulations of the SEC, FINRA, a Canada Securities Authority or any other applicable securities laws, rules or regulations. The Company also agrees to indemnify any underwriters for the Demand Registration or Piggyback Registration, their officers and directors and each Person who controls such underwriters within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act on substantially the same basis as that of the indemnification of the Registering Shareholders provided in this Section 3.6.

Section 3.7 *Indemnification by Participating Shareholders*.

(a) Subject to Section 3.7(b), each Registering Shareholder holding Registrable Securities included in any Registration Filing agrees, severally but not jointly, to indemnify and hold harmless the Company, its officers, directors and agents and each Person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all Damages caused by, relating to or arising out of or based upon any untrue statement or alleged untrue statement of a material fact, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, contained in any Registration Filing, Preliminary Prospectus, Prospectus, Shelf Base Prospectus or Shelf Prospectus Supplement, relating to the Demand Registration or Piggyback Registration, any issuer free writing prospectus, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any road show (including, with respect to any of the foregoing, any amendments or supplements thereto and all documents incorporated by reference therein), or caused by or relating to any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, but only with respect to the Selling Shareholder Information furnished in writing by such Registering Shareholder or on such Registering Shareholder's behalf expressly for use in any Registration Filing, Preliminary Prospectus, Prospectus, Shelf Base Prospectus or Shelf Prospectus Supplement relating to the Demand Registration or Piggyback Registration, or any amendment or supplement thereto. Subject to Section 3.7(b), each such Registering Shareholder also agrees to indemnify and hold harmless underwriters of the Registrable Securities, their officers and directors and each Person who controls such underwriters within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act on substantially the same basis as that of the indemnification of the Company provided in this Section 3.7(a). As a condition to including Registrable Securities in any Registration Filing filed in accordance with ARTICLE III, the Company may require that it shall have received an undertaking reasonably satisfactory to it

from any underwriter to indemnify and hold it harmless to the extent customarily provided by underwriters with respect to similar securities.

(b) No Shareholder shall be liable under this Section 3.7 for any Damages in excess of the net proceeds (after deducting discounts and commissions and transfer taxes) actually realized by such Registering Shareholder in the sale of Registrable Securities of such Registering Shareholder to which such Damages relate.

Section 3.8 *Conduct of Indemnification Proceedings*.

(a) If any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to this ARTICLE III, such Person (an "**Indemnified Party**") shall promptly notify the Person against whom such indemnity may be sought (the "**Indemnifying Party**") in writing and the Indemnifying Party shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Party, and shall assume the payment of all reasonable and documented fees and expenses; *provided* that the failure of any Indemnified Party so to notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is materially prejudiced by such failure to notify. In any such proceeding, any Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of such counsel; (ii) the Indemnifying Party has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Party; (iii) the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Party; or (iv) the named parties to any such proceeding (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Indemnified Parties, such firm shall be nominated in writing by the Indemnified Parties.

(b) The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent, or if there be a final judgment for the plaintiff, the Indemnifying Party shall indemnify and hold harmless such Indemnified Parties from and against any loss or liability (to the extent stated above) by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an Indemnified Party shall have requested an Indemnifying Party to reimburse the Indemnified Party for fees and expenses of counsel as contemplated by Section 3.8(a), the Indemnifying Party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such Indemnifying Party of the aforesaid request and (ii) such Indemnifying Party shall not have reimbursed the Indemnified Party in accordance with such request prior to the date of such settlement. Without the prior written consent of the Indemnified Party, no Indemnifying Party shall effect any settlement of any pending

or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement (x) includes an unconditional release of such Indemnified Party from all liability arising out of such proceeding and (y) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

Section 3.9 *Contribution.*

(a) If the indemnification provided for in this ARTICLE III is unavailable to the Indemnified Parties in respect of any Damages, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such Damages (i) as between the Company and the Registering Shareholders holding Registrable Securities covered by a Registration Filing on the one hand and the underwriters on the other, in such proportion as is appropriate to reflect the relative benefits received by the Company and such Registering Shareholders on the one hand and the underwriters on the other, from the offering of the Registrable Securities, or if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits but also the relative fault of the Company and such Registering Shareholders on the one hand and of such underwriters on the other in connection with the statements or omissions that resulted in such Damages, as well as any other relevant equitable considerations; and (ii) as between the Company on the one hand and each such Registering Shareholder on the other, in such proportion as is appropriate to reflect the relative fault of the Company and of each such Registering Shareholder in connection with such statements or omissions, as well as any other relevant equitable considerations. The relative benefits received by the Company and such Registering Shareholders on the one hand and such underwriters on the other shall be deemed to be in the same proportion as the total proceeds from the offering (net of underwriting discounts and commissions but before deducting expenses) received by the Company and such Registering Shareholders bear to the total underwriting discounts and commissions received by such underwriters. The relative fault of the Company and such Registering Shareholders on the one hand and of such underwriters on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, relates to information supplied by the Company and such Registering Shareholders or by such underwriters. The relative fault of the Company on the one hand and of each such Registering Shareholder on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, relates to information supplied by such party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation.

(b) The Company and the Registering Shareholders agree that it would not be just and equitable if contribution pursuant to this Section 3.9 were determined by pro rata allocation (even if the underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the Damages referred to in the immediately preceding paragraph shall be deemed to include,

subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 3.9, no underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any Damages that such underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, or misrepresentation or alleged misrepresentation within the meaning of Canada Securities Laws, and no Registering Shareholder shall be required to contribute any amount in excess of the amount by which the total price at which the Registrable Securities of such Registering Shareholder were offered to the public (less underwriters' discounts and commissions and transfer taxes) exceeds the amount of any Damages that such Registering Shareholder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, or such misrepresentation or alleged misrepresentation. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act or under applicable provincial laws of Canada) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

(c) Each Registering Shareholder's obligation to contribute pursuant to this Section 3.9 is several in the proportion that the proceeds of the offering received by such Registering Shareholder bears to the total proceeds of the offering received by all such Registering Shareholders and not joint. Notwithstanding anything to contrary in this Section 3.9, no Registering Shareholder shall be liable under this Section 3.9 for any Damages in excess of the net proceeds (after deducting discounts, commissions and transfer taxes) actually realized by such Registering Shareholder in the sale of Registrable Securities of such Registering Shareholder to which such Damages relate.

Section 3.10 *Participation in Public Offering*. No Shareholder may participate in any Public Offering hereunder unless such Shareholder (a) agrees to sell such Shareholder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements and the provisions of this Agreement in respect of registration rights.

Section 3.11 *Other Indemnification; Third-Party Beneficiaries*. Indemnification similar to that specified herein (with appropriate modifications) shall be given by the Company and each Shareholder participating therein with respect to any required registration or other qualification of securities under any federal, provincial or state law or regulation or governmental authority other than the Securities Act and Canada Securities Laws. Each Person indemnified under Section 3.6 or 3.7 is an express third-party beneficiary of Section 3.6 or 3.7, as applicable, and to the extent also applicable, Section 3.8, Section 3.9 and this Section 3.11.

Section 3.12 *Limitations on Subsequent Registration Rights*. The Company agrees that it shall not enter into any agreement with any holder or prospective holder of any securities of the Company (i) that would allow such holder or prospective holder to include such securities in any Demand Registration or Piggyback Registration unless, under the terms of such agreement, such holder or prospective holder may include such securities in any such registration

only to the extent that their inclusion would not reduce the amount of the Registrable Securities of the Shareholders or (ii) on terms otherwise more favorable than this Agreement unless Majority Approval is obtained for such other agreement (calculated after excluding any Shares owned by Shareholders (or their Affiliates or Related Funds) who are party to such other agreement).

Section 3.13 *Alternative Registration Rights*. In the event that the Company proposes to offer publicly any of its securities pursuant to the securities laws of a jurisdiction other than the U.S. or Canada, the Shareholders and the Company shall, before such public offering, amend this Agreement to provide the Legato Founders and Key Shareholders with registration rights, provisions for lock-up agreements, payment of expenses, indemnification and contribution that are substantially equivalent to those provided under this ARTICLE III with any necessary modifications to reflect differences in securities laws and process for such other jurisdiction and securities exchange.

Section 3.14 *Opt-Out Process*. Any Shareholder may at any time by written notice to the Company opt out of receiving any notices of a Demand Registration, Piggyback Registration or other notice or communication under this ARTICLE III and after delivering such notice, any such Shareholder shall not have the right to request a Demand Registration or Piggyback Registration, and the Company shall not provide any notices of future Demand Registrations or Piggyback Registrations thereof; *provided* that such Shareholder shall still be subject to Section 3.4 (*Transfer Restrictions*) and any other obligations under this ARTICLE III. Any opted-out Shareholder may at any time provide written notice to the Company or the Company that it desires to cancel such opt-out at which time such Shareholder will have all the same rights and receive the same notices as any other Shareholder that has not opted out.

ARTICLE IV
CERTAIN COVENANTS AND AGREEMENTS

Section 4.1 *Business Opportunities.* To the fullest extent permitted by applicable law and the Organizational Documents of the members of the Company Group, the doctrine of corporate opportunity, or any other analogous doctrine, shall not apply with respect to any member of the Company Group or any Shareholder. Each Shareholder, its Affiliates and Related Funds and each of such Shareholder's and its Affiliates' and Related Funds' respective partners (whether general, limited or otherwise), shareholders, members, directors, officers, fiduciaries, managers, members, controlling Persons, employees and agents shall not have any obligation to refrain from (i) engaging in the same or similar activities or lines of business as any member of the Company Group or developing or marketing any products or services that compete, directly or indirectly, with those of the Company or any of its Subsidiaries, (ii) investing or owning any interest publicly or privately in, or developing a business relationship with, any Person engaged in the same or similar activities or lines of business as, or otherwise in competition with, any member of the Company Group, (iii) doing business with any client or customer of any member of the Company Group or (iv) employing or otherwise engaging a former officer or employee of any member of the Company Group.

Section 4.2 *Tax Matters*. The Company shall:

(a) using commercially reasonable efforts, to the extent the Board determines, based on the advice of U.S. tax advisors, that the Company will be treated as holding an equity interest in a "passive foreign investment company" (within the meaning of Section 1297 of the Code) (a "**PFIC**"), provide to the Shareholders such information that is necessary to permit the Shareholders to make an election to treat the PFIC as a "qualified electing fund" under Section 1295 of the Code, and to permit the Shareholders (or, if applicable, each of its investors which are U.S. taxable investors) to comply with its U.S. federal income tax reporting requirements relating to the PFIC;

(b) using commercially reasonable efforts, to the extent the Company is treated as holding a direct or indirect equity interest in a "controlled foreign corporation" (within the meaning of Section 957 of the Code), provide to each Shareholder such information that is necessary to permit the Shareholder to report its pro rata share of Subpart F income (within the meaning of Section 951 of the Code), "global intangible low-taxed income" (within the meaning of Section 951A of the Code), and/or the amount determined under Section 956 of the Code; and

(c) using commercially reasonable efforts, provide to any Shareholder the additional information reasonably requested by the Shareholder in order to prepare any tax returns required to be filed by the Shareholder reflecting the operations of the Company and its Subsidiaries.

ARTICLE V
MISCELLANEOUS

Section 5.1 *Binding Effect; Assignability; Third-Party Beneficiaries*.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Any Shareholder that ceases to beneficially own any Company Securities shall cease to be bound by the terms hereof (other than (i) the provisions of Section 3.4 (*Transfer Restrictions*), 3.6 (*Indemnification by the Company*), 3.7 (*Indemnification by Participating Shareholders*), 3.8 (*Conduct of Indemnification Proceedings*), 3.9 (*Contribution*) and 3.11 (*Other Indemnification; Third-Party Beneficiaries*) applicable to such Shareholder with respect to any offering of Registrable Securities completed before the date such Shareholder ceased to own any Company Securities and (ii) this ARTICLE V) (and the related definitions for each of the foregoing set forth in ARTICLE I).

(b) Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto pursuant to any Transfer of Company Securities or otherwise without the prior written consent of the Company, *provided* that a Shareholder may assign or aggregate its rights and obligations under this Agreement among its Affiliates and Related Funds without any prior written consent.

(c) Nothing in this Agreement, expressed or implied, is intended to confer on any Person other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement other than as expressly provided under this Agreement pursuant to

Section 2.7 (*Exculpation; Indemnification; D&O Insurance*), Section 2.8 (*Priority of Indemnification*), Section 3.6 (*Indemnification by the Company*), 3.7 (*Indemnification by Participating Shareholders*), 3.8 (*Conduct of Indemnification Proceedings*), 3.9 (*Contribution*) and 3.11 (*Other Indemnification; Third-Party Beneficiaries*).

Section 5.2 *Notices*. All notices, requests and other communications to any party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission or email or other electronic transmission including email:

if to the Company to:

Algoma Steel Group Inc.
105 West Street,
Sault Ste. Marie
Ontario, Canada P6A 7B4
Attention: Rajat Marwah, Chief Financial
Officer Email: rajat.marwah@algoma.com

and if to a Shareholder, to the address listed for such Shareholder on its signature page hereto or if no such address is listed, to the address for such Shareholder listed in the Company's register of shareholders.

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

Any Person that becomes a Shareholder shall provide its mailing address, email address and other notice information to the Company on its signature page hereto.

Section 5.3 *Waiver; Amendment; Termination; Fallaway*.

(a) Subject to Section 5.3(b), any provision of this Agreement may only be amended, waived or otherwise modified by an instrument in writing executed by the Company with approval of the Board and with 66 2/3% Approval. In addition, subject to Section 5.3(b), any provision of this Agreement may be waived with respect to all of the Shareholders by 66 2/3% Approval and any party may waive any provision of this Agreement with respect to itself by an instrument in writing executed by the party against whom the waiver is to be effective.

(b) Any amendment to ARTICLE II (*Corporate Governance*) or this Section 5.3 (and the related definitions for each of the foregoing set forth in ARTICLE I) shall require the prior written consent of each Shareholder with a Nomination Right. Any amendment, waiver or modification of any provision of this Agreement that would materially and adversely affect the rights, preferences or privileges under this Agreement of any Shareholder in a manner that is disproportionate to the manner in which it affects the rights, preferences or privileges of the

Shareholders as a whole may be effected only with the consent of the Shareholder so disproportionately affected. Any amendment, waiver or modification to this Section 5.3 (and the related definitions set forth in ARTICLE I), or the definition of "Key Shareholder," may only be amended, waived or otherwise modified by an instrument in writing executed by the Company with approval of the Board and with the approval of Shareholders with Aggregate Ownership of at least a 75% of the then-outstanding Shares.

(c) This Agreement may be terminated and be of no further force and effect upon the delivery to the Company of an instrument in writing signed by the Company and each of the Shareholders with Nomination Rights, and with approval of Shareholders with Aggregate Ownership of at least a 75% of the then-outstanding Shares; *provided* that Section 3.4 (*Transfer Restrictions*) 3.6 (*Indemnification by the Company*), 3.7 (*Indemnification by Participating Shareholders*), 3.8 (*Conduct of Indemnification Proceedings*), 3.9 (*Contribution*), 3.11 (*Other Indemnification; Third-Party Beneficiaries*) (and the related definitions for each of the foregoing set forth in ARTICLE I) shall survive such termination.

Section 5.4 *Definition of Legato Founders*. The definition of "Legato Founder," may only be amended, waived or otherwise modified by an instrument in writing signed by the holders of a majority of the Shares held by the Legato Founders immediately prior to the effectiveness of such amendment, waiver, or modification.

Section 5.5 *Fees and Expenses*. Except as otherwise agreed, all costs and expenses incurred in connection with the preparation of this Agreement and any amendment or waiver of this Agreement, and all of the transactions contemplated hereby shall be paid by the Company.

Section 5.6 *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of laws rules of such state, other than in respect of any matters as to which the application of Canada Law is mandatory which in such case shall be governed thereby.

Section 5.7 *Jurisdiction*. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or, to the extent such court does not have subject matter jurisdiction, any New York State court sitting in New York City, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of

process on such party as provided in Section 5.2 shall be deemed effective service of process on such party.

Section 5.8 *WAIVER OF JURY TRIAL*. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.9 *Specific Enforcement.* Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 5.10 *Counterparts; Effectiveness*. This Agreement may be executed in any number of counterparts (including PDFs), each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective on the Effective Date.

Section 5.11 *Entire Agreement*. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter hereof.

Section 5.12 *Termination of Existing Registration Rights*. The registration rights granted under this Agreement shall supersede any registration, qualification or similar rights with respect any shares of securities of the Company or Legato granted under any other agreement, and any of such preexisting registration, qualification or similar rights shall be terminated and of no further force and effect.

Section 5.13 *Severability*. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

Section 5.14 *Aggregation of Affiliates and Related Funds*. To the extent that any action, consent or right under this Agreement requires a threshold level of ownership of Shares, Company Securities or Registrable Securities, any Shareholder hereunder may aggregate the ownership of such interests beneficially owned by it or its Affiliates and Related Funds, as applicable, for the purposes of satisfying such threshold.

Section 5.15 *Independent Agreement by the Shareholders*. The parties hereto acknowledge that this Agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of the Shares, Company Securities or any equity securities of the Company or any other member of the Company Group and the Shareholders do not constitute a "group" within the meaning of Rule 13d-5 under the Exchange Act or "joint actors" under Canada Securities Laws. Nothing contained in this Agreement and no action taken by any Shareholder pursuant to this Agreement shall be deemed to constitute or to create a presumption by any parties that the Shareholders are in any way acting in concert or as a "group" or "joint actors" (or a joint venture, partnership or association), and the Company and the Shareholders agree to not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement.

Section 5.16 *Status as Shareholder*. Other than as expressly set forth herein, no Shareholder, solely by reason of its status as a holder of Company Securities, shall be required to assume or be made responsible for the liabilities of the Company, nor shall be required to make any contribution to the Company.

[*Signature pages follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

ALGOMA STEEL GROUP INC.

By: /s/ Michael McQuade
Name: Michael McQuade
Title: Chief Executive Officer

[*Signature Page to Investor Rights Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Olifant Fund, Ltd.

By: /s/ John N. Spinney, Jr.
Name: John N. Spinney, Jr.
Title: Authorized Signatory

Notice Information for Section 5.2

Address: 888 Boylston St.
Suite 1500
Boston, MA 02199
Email: legalnotices@brcap.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FFI Fund, Ltd.

By: /s/ John N. Spinney, Jr.
Name: John N. Spinney, Jr.
Title: Authorized Signatory

Notice Information for Section 5.2

Address: 888 Boylston St.
Suite 1500
Boston, MA 02199
Email: legalnotices@brcap.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

XUS, LLC

By: /s/ John N. Spinney, Jr.
Name: John N. Spinney, Jr.
Title: Authorized Signatory

Notice Information for Section 5.2

Address: 888 Boylston St.
Suite 1500
Boston, MA 02199
Email: legalnotices@brcap.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

QUS, LLC

By: /s/ John N. Spinney, Jr.
Name: John N. Spinney, Jr.
Title: Authorized Signatory

Notice Information for Section 5.2

Address: 888 Boylston St.
Suite 1500
Boston, MA 02199
Email: legalnotices@brcap.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

YUS, LLC

By: /s/ John N. Spinney, Jr.
Name: John N. Spinney, Jr.
Title: Authorized Signatory

Notice Information for Section 5.2

Address: 888 Boylston St.
Suite 1500
Boston, MA 02199
Email: legalnotices@brcap.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FYI Ltd.

By: /s/ John N. Spinney, Jr.
Name: John N. Spinney, Jr.
Title: Authorized Signatory

Notice Information for Section 5.2

Address: 888 Boylston St.
Suite 1500
Boston, MA 02199
Email: legalnotices@brcap.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Aon Collective Investment Trust - Multi-Asset Credit Fund

By: Bain Capital Credit, LP, as Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Avery Point III CLO, Limited

By: Bain Capital Credit, LP, as Portfolio Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Avery Point IV CLO, Limited

By: Bain Capital Credit, LP, as Portfolio Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BCSSS Investments Limited

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Distressed and Special Situations 2013 (D), L.P.

By: Bain Capital Distressed and Special Situations 2013 Investors (D), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Distressed and Special Situations 2013 (AIV I), L.P.

By: Bain Capital Distressed and Special Situations 2013 Investors (A), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Distressed and Special Situations 2013 (AIV II Master), L.P.

By: Bain Capital Distressed and Special Situations 2013 Investors (A2), L.P., its general partner

By: Bain Capital Credit Member II, Ltd. its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Distressed and Special Situations 2013 (B), L.P.

By: Bain Capital Distressed and Special Situations 2013 Investors (B), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Distressed and Special Situations 2013 (B), L.P.

By: Bain Capital Distressed and Special Situations 2013 Investors (B), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CommonSpirit Health Operating Investment Pool

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CommonSpirit Health Master Retirement Trust

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FirstEnergy System Master Retirement Trust

By: Bain Capital Credit, LP, as Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Future Fund Board of Guardians

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital I ICAV acting in respect of and for the account of its sub fund Global Loan Fund

By: /s/ Thomas Simon Maughan
Name: Thomas Simon Maughan
Title: Director

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kaiser Foundation Hospitals

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kaiser Permanente Group Trust

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Los Angeles County Employees Retirement Association

By: Bain Capital Credit, LP, as Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TMPSL Investments Limited

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Credit Rio Grande FMC, L.P.

By: Bain Capital Credit Managed Account Investors (NMSIC), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Credit Managed Account (PSERS), L.P.

By: Bain Capital Credit Managed Account Investors, LLC, its general partner

By: Bain Capital Credit Member, LLC, its manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Credit (Australia) Pty Ltd in its capacity as trustee of QCT

By: Bain Capital Credit, LP, as Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

NatWest Pension Trustee Limited as trustee of NatWest Group Pension Fund

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

San Francisco City and County Employees' Retirement System

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital High Income Partnership, L.P.

By: Bain Capital High Income Investors, L.P.

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Senior Loan Fund, L.P.

By: Bain Capital Senior Loan Investors, LLC, its general partner

By: Bain Capital Credit Member, LLC, its manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Senior Loan Fund (SRI), L.P.

By: Bain Capital Senior Loan Investors (SRI), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Sunsuper Pooled Superannuation Trust

By: Bain Capital Credit, LP, as Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bain Capital Credit Managed Account (TCCC), L.P.

By: Bain Capital Credit Managed Account Investors (TCCC), L.P., its general partner

By: Bain Capital Credit Member, LLC, its general partner

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Blue Cross of California

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Community Insurance Company

By: Bain Capital Credit, LP, as Investment Manager

By: /s/ Andrew S. Viens
Name: Andrew S. Viens
Title: Managing Director & Global Head of Operations

Notice Information for Section 5.2

Address: 200 Clarendon Street
Boston, MA 02116

Email: BainCapitalCreditDocs@BainCapital.com
Fax No.: 617-352-3300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Barclays Bank PLC

By: /s/ Amy Silverzweig
Name: Amy Silverzweig
Title: Managing Director

Notice Information for Section 5.2

Address: 745 Seventh Ave
New York, NY 10019

Email: Brian.Hook@Barclays.com
Robert.Levinson@Barclays.com
Daniel.Miranda@Barclays.com
Fax No.: 212-520-9446

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bybrook Capital Badminton Fund LP

By: /s/ Adam Dowell
Name: Adam Dowell
Title: Authorized Signatory

Notice Information for Section 5.2

Address: C/O Cairn Capital Limited
62 Buckingham Gate
London, SW1E 6AJ
Email: Operations@BybrookCapital.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bybrook Capital Master Fund LP

By: /s/ Adam Dowell
Name: Adam Dowell
Title: Authorized Signatory

Notice Information for Section 5.2

Address: C/O Cairn Capital Limited
62 Buckingham Gate
London, SW1E 6AJ
Email: Operations@BybrookCapital.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Bybrook Capital Hazelton Master Fund LP

By: /s/ Adam Dowell
Name: Adam Dowell
Title: Authorized Signatory

Notice Information for Section 5.2

Address: C/O Cairn Capital Limited
62 Buckingham Gate
London, SW1E 6AJ
Email: Operations@BybrookCapital.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Contrarian Capital Management, L.L.C., on behalf of its Related Funds set forth in Schedule A

By: /s/ Lewis Schwartz
Name: Lewis Schwartz
Title: Chief Operating Officer

Notice Information for Section 5.2

Address: 411 West Putnam Avenue
Suite 425
Greenwich, CT 06830
Email: legal@contrariancapital.com
Fax No.: 203-629-1977

Schedule A

Contrarian Capital Fund I, L.P.

Contrarian Centre Street Partnership, L.P.

Contrarian Capital Trade Claims, L.P.

Contrarian Advantage-B, LP

Contrarian Opportunity Fund, L.P.

Contrarian Emerging Markets, L.P.

Contrarian EM II, LP

Boston Patriot Summer St, LLC

E1 SP, a Segregated Portfolio of EMAP SPC

Emma 1 Master Fund, L.P.

EMMA 2 Fund, L.P.

[*Signature Page to Investor Rights Agreement*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Goldman Sachs & Co. LLC

By: /s/ Thomas Malafronte
Name: Thomas Malafronte
Title: Managing Director

Notice Information for Section 5.2

Address: 200 West Street
New York, NY 10282

Email: Thomas.Malafronte@gs.com
Dana.Jupiter@gs.com

Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GT NM, LP

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GoldenTree High Yield Value Master Fund ICAV -
GoldenTree High Yield Value Master Fund Portfolio A

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GoldenTree Asset Management Lux Sarl

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kapitalforeningen MP Invest, High Yield obligationer II

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GoldenTree Multi-Sector Master Fund ICAV - GoldenTree Multi-Sector Master Fund Portfolio A

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of New York Group Trust

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Stichting PGGM Depositary acting in its capacity as title holder for PGGM High Yield Fund

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kapitalforeningen PenSam Invest, PSI 84 US high yield II

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CenturyLink, Inc. Defined Benefit Master Trust

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

San Bernardino County Employees' Retirement Association

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Kapitalforeningen MP Invest, High Yield obligationer

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

GoldenTree High Yield Value Fund Offshore (Strategic), Limited

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber
Name: Karen Weber
Title: Director – Bank Debt

Notice Information for Section 5.2

Address: GoldenTree Asset Management, LP
485 Lexington Ave, 15th FL
New York, NY 10017
Email: GTAMClosers@goldentree.com
palderman@goldentree.com
Fax No.: 212-847-3535

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Maple Rock Master Fund LP

By: /s/ Stephen D. Lane
Name: Stephen D. Lane
Title: CFO of Maple Rock Capital Partners Inc., its Investment Manager

Notice Information for Section 5.2

Address: Attn: Operations
21 St. Clair Ave E, Suite 1100
Toronto, ON M4T 1L9 Canada
Email: ops@maplerockpartners.com
calvin@maplerockpartners.com
Fax No.:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

New Mexico Napier Park Fund LLC

By: Napier Park Global Capital (US) LP, Its Investment Manager

By: /s/ Scott Lorinsky
Name: Scott Lorinsky
Title: Managing Director

Notice Information for Section 5.2

Address: 280 Park Ave, 3rd Floor
New York, NY 10017
Attention: Evan Odim
Email: npgnylt@napierparkglobal.com
Fax No.: 646-291-1748

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

D-Star Ltd

By: Napier Park Global Capital (US) LP, Its Investment Manager

By: /s/ Scott Lorinsky
Name: Scott Lorinsky
Title: Managing Director

Notice Information for Section 5.2

Address: 280 Park Ave, 3rd Floor
New York, NY 10017
Attention: Evan Odim
Email: npgnylt@napierparkglobal.com
Fax No.: 646-291-1748

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Napier Park Select Master Fund LP

By: Napier Park Global Capital (US) LP, Its Investment Manager

By: /s/ Scott Lorinsky
Name: Scott Lorinsky
Title: Managing Director

Notice Information for Section 5.2

Address: 280 Park Ave, 3rd Floor
New York, NY 10017
Attention: Evan Odim
Email: npgnylt@napierparkglobal.com
Fax No.: 646-291-1748

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Wanaka Fund Ltd

By: Napier Park Global Capital (US) LP, Its Investment Manager

By: /s/ Scott Lorinsky
Name: Scott Lorinsky
Title: Managing Director

Notice Information for Section 5.2

Address: 280 Park Ave, 3rd Floor
New York, NY 10017
Attention: Evan Odim
Email: npgnylt@napierparkglobal.com
Fax No.: 646-291-1748

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

New Generation Advisors, LLC

By: /s/ Baily Dent
Name: Baily Dent
Title: Partner

Notice Information for Section 5.2

Address: 13 Elm Street, Suite 2
Manchester, MA
01944
Email: bdent@turnarounds.com
Fax No.: 578-704-6210

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Moore Global Investments, LLC

By: Moore Capital Management, LP

By: /s/ James Kaye
Name: James Kaye
Title: Vice President

Notice Information for Section 5.2

Address: c/o Moore Capital Management, LP
11 Times Square
New York, NY 10038
Email: legal.notices@moorecap.com
Fax No.:

ALGOMA STEEL GROUP INC.

OMNIBUS EQUITY INCENTIVE PLAN
October 19, 2021

TABLE OF CONTENTS

Algoma Steel Group Inc.

Omnibus Equity Incentive Plan

ARTICLE 1
PURPOSE

1.1 Purpose

The purpose of this Plan is to provide the Corporation with a share-related mechanism to attract, retain and motivate qualified Directors, Officers, Employees and Consultants of the Corporation and its subsidiaries, to reward such of those Directors, Officers, Employees and Consultants as may be granted Awards under this Plan by the Board from time to time for their contributions toward the long term goals and success of the Corporation-and to enable and encourage such Directors, Officers, Employees and Consultants to acquire Shares as long term investments and proprietary interests in the Corporation.

ARTICLE 2
INTERPRETATION

2.1 Definitions

When used herein, unless the context otherwise requires, the following terms have the indicated meanings, respectively:

"**Affiliate**" means any entity that is an "affiliate" for the purposes of National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators, as amended from time to time;

"**Award**" means any Option, Restricted Share Unit, Performance Share Unit or Deferred Share Unit granted under this Plan which may be denominated or settled in Shares or cash;

"**Award Agreement**" means a signed, written agreement between a Participant and the Corporation, in the form or any one of the forms approved by the Plan Administrator, evidencing the terms and conditions on which an Award has been granted under this Plan and which need not be identical to any other such agreements;

"**Board**" means the board of directors of the Corporation;

"**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks in the City of Toronto are open for commercial business during normal banking hours;

"**Canadian Taxpayer**" means a Participant that is resident of Canada for purposes of the Tax Act;

"**Cash Fees**" has the meaning set forth in Subsection 7.1(a);

"**Cashless Exercise**" has the meaning set forth in Subsection 4.5(b);

"**Cause**" means, with respect to a particular Participant:

(a) "cause" (or any similar term) as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant;

(b) in the event there is no written or other applicable employment or other agreement between the Corporation or a subsidiary of the Corporation and the Participant, or "cause" (or any similar term) is not defined in such agreement, "cause" as such term is defined in the Award Agreement; or

(c) in the event neither (a) nor (b) apply, "cause" as such term is defined by applicable law or, if not so defined, such term shall refer to circumstances where (i) an employer may terminate an individual's employment without notice or pay in lieu thereof or other damages, or (ii) the Corporation or any subsidiary thereof may terminate the Participant's contract without notice or without pay in lieu thereof or other termination fee or damages;

"**Change in Control**" means the occurrence of any one or more of the following events:

(a) any transaction at any time and by whatever means pursuant to which any Person or any group of two or more Persons acting jointly or in concert (other than the Corporation or a subsidiary of the Corporation) hereafter acquires the direct or indirect "beneficial ownership" (as defined in the *Securities Act* (Ontario)) of, or acquires the right to exercise Control or direction over, securities of the Corporation representing more than 50% of the total voting power represented by the voting securities of the Corporation, including, without limitation, as a result of a take-over bid, an exchange of securities, an amalgamation of the Corporation with any other entity, an arrangement, a capital reorganization or any other business combination or reorganization;

(b) the sale, assignment or other transfer of all or substantially all of the consolidated assets of the Corporation to a Person other than a subsidiary of the Corporation;

(c) the dissolution or liquidation of the Corporation, other than in connection with the distribution of assets of the Corporation to one or more Persons which were Affiliates of the Corporation prior to such event;

(d) the occurrence of a transaction requiring approval of the Corporation's shareholders whereby the Corporation is acquired through consolidation, merger, exchange of securities, purchase of assets, amalgamation, statutory arrangement or otherwise by any other Person (other than a short form amalgamation or exchange of securities with a subsidiary of the Corporation); or

(e) individuals who comprise the Board as of the date hereof (the "**Incumbent Board**") for any reason cease to constitute at least a majority of the members of the Board, unless the election, or nomination for election by the Corporation's shareholders, of any new director was approved by a vote of at least a majority of the Incumbent Board, and in that case such new director shall be considered as a member of the Incumbent Board;

provided that, notwithstanding clause (a), (b), (c) and (d) above, a Change in Control shall be deemed not to have occurred if immediately following the transaction set forth in clause (a), (b), (c) or (d) above: (A) the holders of securities of the Corporation that immediately prior to the consummation of such transaction represented more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors of the Corporation hold (x) securities of the entity resulting from such transaction (including, for greater certainty, the Person succeeding to assets of the Corporation in a transaction contemplated in clause (b) above) (the "**Surviving Entity**") that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees ("**voting power**") of the Surviving Entity, or (y) if applicable, securities of the entity that directly or indirectly has beneficial ownership of 100% of the securities eligible to elect directors or trustees of the Surviving Entity (the "**Parent Entity**") that represent more than 50% of the combined voting power of the then outstanding securities eligible to vote for the election of directors or trustees of the Parent Entity, and (B) no Person or group of two or more Persons, acting jointly or in concert, is the beneficial owner, directly or indirectly, of more than 50% of the voting power of the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) (any such transaction which satisfies all of the criteria specified in clauses (A) and (B) above being referred to as a "**Non-Qualifying Transaction**" and, following the Non-Qualifying Transaction, references in this definition of "Change in Control" to the "Corporation" shall mean and refer to the Parent Entity (or, if there is no Parent Entity, the Surviving Entity) and, if such entity is a company or a trust, references to the "Board" shall mean and refer to the board of directors or trustees, as applicable, of such entity).

Notwithstanding the foregoing, for purposes of any Award that constitutes "deferred compensation" (within the meaning of Section 409A of the Code), the payment of which is triggered by or would be accelerated upon a Change in Control, a transaction will not be deemed a Change in Control for Awards granted to any Participant who is a U.S. Taxpayer unless the transaction qualifies as "a change in control event" within the meaning of Section 409A of the Code;

"**Code**" means the United States *Internal Revenue Code of 1986*, as amended from time to time. Any reference to a section of the Code shall be deemed to include a reference to any regulations promulgated thereunder;

"**Committee**" has the meaning set forth in Section 3.2;

"**Compensation Committee**" means the Compensation Committee of the Board and any replacement or successor committee of the Board that is responsible for compensation, nominating and governance matters, or the Board if there is no such committee;

"**Consultant**" means any individual or, solely to the extent permitted by any applicable securities laws, entity engaged by the Corporation or any subsidiary of the Corporation to render consulting or advisory services (including as a director or officer of any subsidiary of the Corporation), other than as an Officer, Employee or Director, and whether or not compensated for such services;

"**Control**" means:

(a) when applied to the relationship between a Person and a corporation, the beneficial ownership by that Person, directly or indirectly, of voting securities or other interests in such corporation entitling the holder to exercise control and direction in fact over the activities of such corporation;

(b) when applied to the relationship between a Person and a partnership, limited partnership, trust or joint venture, the contractual right to direct the affairs of the partnership, limited partnership, trust or joint venture; and

(c) when applied in relation to a trust, the beneficial ownership at the relevant time of more than 50% of the property settled under the trust, and

the words "**Controlled by**", "**Controlling**" and similar words have corresponding meanings; provided that a Person who controls a corporation, partnership, limited partnership or joint venture will be deemed to Control a corporation, partnership, limited partnership, trust or joint venture which is Controlled by such Person and so on;

"**Corporation**" means Algoma Steel Group Inc.;

"**Date of Grant**" means, for any Award, the date specified by the Plan Administrator at the time it grants the Award or if no such date is specified, the date upon which the Award was granted;

"**Deferred Share Unit**" or "**DSU**" means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 7;

"**Director**" means a director of the Corporation who is not an Employee;

"**Director Fees**" means the total compensation (including annual retainer and meeting fees, if any) paid by the Corporation to a Director in a calendar year for service on the Board;

"**Disabled**" or "**Disability**" means, with respect to a particular Participant:

(a) "disabled" or "disability" (or any similar terms) as such term is defined in the employment or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant;

(b) in the event there is no written or other applicable employment or other agreement between the Corporation or a subsidiary of the Corporation and the Participant, or "disabled" or "disability" (or any similar terms) is not defined in such agreement, "disabled" or "disability" (or any similar terms) as such term is defined in the Award Agreement; or

(c) in the event neither (a) or (b) apply, then the incapacity or inability of the Participant, by reason of mental or physical incapacity, disability, illness or disease (as determined by a legally qualified medical practitioner or by a court) that prevents the Participant from carrying out their normal and essential duties as an Employee, Director or Consultant for a continuous period of six months or for any cumulative period of 180 days in any consecutive twelve month period, the

foregoing subject to and as determined in accordance with procedures established by the Plan Administrator for purposes of this Plan;

"**Effective Date**" means the effective date of this Plan, being October 19, 2021;

"**Elected Amount**" has the meaning set forth in Subsection 7.1(a);

"**Electing Person**" means a Participant who is, on the applicable Election Date, a Director;

"**Election Date**" means the date on which the Electing Person files an Election Notice in accordance with Subsection 7.1(b);

"**Election Notice**" has the meaning set forth in Subsection 7.1(b);

"**Employee**" means an individual who is considered by the Corporation as an employee of the Corporation or a subsidiary of the Corporation for purposes of source deductions under applicable tax or social welfare legislation;

"**Exchange**s" means the Nasdaq, the TSX and any other exchange on which the Shares are or may be listed from time to time;

"**Exercise Notice**" means a notice in writing, signed by a Participant and stating the Participant's intention to exercise a particular Option;

"**Exercise Price**" means the price at which an Option Share may be purchased pursuant to the exercise of an Option;

"**Expiry Date**" means, in respect of Options, the expiry date specified in the Award Agreement for an Option (which shall not be later than the tenth anniversary of the Date of Grant) or, if not so specified, means the tenth anniversary of the Date of Grant;

"**In the Money Amount**" has the meaning given to it in Subsection 4.5(b);

"**Insider**" means an "insider" as defined in the rules of the Exchanges from time to time;

"**ISOs**" has the meaning given to it in Section 11.1;

"**Market Price**" means, at any date when the market price of Shares is to be determined:

(a) subject to paragraph (b) of this definition, if the Shares are listed on (i) the Nasdaq, the VWAP on the Nasdaq for the five trading days immediately preceding such date on which value is determined for the grant or payment of the applicable Award (the "**Nasdaq VWAP**"); or (ii) the TSX, the VWAP on the TSX for the five trading days immediately preceding such date on which value is determined for the grant or payment of the applicable Award, as applicable (the "**TSX VWAP**"); provided that, for so long as the Shares are listed on the TSX, the Market Price shall not be less than the market price, as calculated under the policies of the TSX; and provided, further, that with respect to an Option granted to a U.S. Taxpayer, such Participant and the number of Shares subject to such Option shall be identified by

the Board or the Committee prior to the start of the applicable five trading day period;

(b) if the Shares are listed on both the Nasdaq and the TSX, the greater of (i) the Nasdaq VWAP converted into Canadian dollars using the Bank of Canada daily exchange rate published for the date on which value is determined for the grant or payment of the applicable Award; and (ii) the TSX VWAP; provided that with respect to an Option granted to a U.S. Taxpayer, such Participant and the number of Shares subject to such Option shall be identified by the Board or the Committee prior to the start of the applicable five trading day period;

(c) if the Shares are not listed on either the Nasdaq or the TSX but are listed on another Exchange, the VWAP on such Exchange for the five trading days immediately preceding such date on which value is determined for the grant or payment of the applicable Award, converted into Canadian dollars using the Bank of Canada daily exchange rate published for such date if the trading price of the Shares on such Exchange is not Canadian dollars; provided that with respect to an Option granted to a U.S. Taxpayer, such Participant and the number of Shares subject to such Option shall be identified by the Board or the Committee prior to the start of the applicable five trading day period; or

(d) if the Shares are not listed on any Exchange, the fair market value as is determined solely by the Board, acting reasonably and in good faith, and, with respect to an Award made to a U.S. Taxpayer, in accordance with Section 409A of the Code, and such determination shall be conclusive and binding on all Persons;

"**Nasdaq**" means the Nasdaq Stock Market;

"**Officer**" means an Employee of the Corporation who is considered by the Corporation as an officer of the Corporation or a subsidiary of the Corporation;

"**Option**" means a right to purchase Shares under Article 4 of this Plan that is non-assignable and non-transferable, unless otherwise approved by the Plan Administrator;

"**Option Shares**" means Shares issuable by the Corporation upon the exercise of outstanding Options;

"**Participant**" means a Director, Officer, Employee or Consultant to whom an Award has been granted under this Plan;

"**Participant's Employer**" means with respect to a Participant that is or was an Employee, the Corporation or such subsidiary of the Corporation as is or, if the Participant has ceased to be employed by the Corporation or such subsidiary of the Corporation, was the Participant's Employer;

"**Performance Goals**" means performance goals expressed in terms of attaining a specified level of the particular criteria or the attainment of a percentage increase or decrease in the particular criteria, and may be applied to one or more of the Corporation, a subsidiary of the Corporation, a division of the Corporation or a subsidiary of the Corporation, or an individual, or may be applied

to the performance of the Corporation or a subsidiary of the Corporation relative to a market index, a group of other companies or a combination thereof, or on any other basis, all as determined by the Plan Administrator in its discretion;

"**Performance Share Unit**" or "**PSU**" means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 6;

"**Person**" means an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural person in their capacity as trustee, executor, administrator or other legal representative;

"**Plan**" means this Omnibus Equity Incentive Plan, as may be amended from time to time;

"**Plan Administrator**" means a Person determined by the Board, which will initially be the Compensation Committee, or if the administration of this Plan has been delegated by the Board to the Committee pursuant to Section 3.2, the Committee;

"**PSU Service Year**" has the meaning given to it in Section 6.1;

"**Restricted Share Unit**" or "**RSU**" means a unit equivalent in value to a Share, credited by means of a bookkeeping entry in the books of the Corporation in accordance with Article 5;

"**RSU Service Year**" has the meaning given to it in Section 5.1;

"**Section 409A of the Code" or "Section 409A"** means Section 409A of the Code and all regulations, guidance, compliance programs, and other interpretive authority issued thereunder;

"**Securities Laws**" means securities legislation, securities regulation and securities rules, as amended, and the policies, notices, instruments and blanket orders in force from time to time that govern or are applicable to the Corporation or to which it is subject;

"**Security Based Compensation Arrangement**" means a stock option, stock option plan, employee stock purchase plan or any other compensation or incentive mechanism involving the issuance or potential issuance of Shares to Directors, Officers, Employees and/or service providers of the Corporation or any subsidiary of the Corporation, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise;

"**Share**" means one common share in the capital of the Corporation as constituted on the Effective Date or any share or shares issued in replacement of common share in compliance with Canadian law or other applicable law, or after an adjustment contemplated by Article 10, such other shares or securities to which the holder of an Award may be entitled as a result of such adjustment;

"**subsidiary**" means an issuer that is Controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary, or any other entity in which the Corporation has an equity interest and is designated by the Plan Administrator, from time to time, for purposes of this Plan to be a subsidiary;

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

"**Termination Date**" means, subject to applicable law which cannot be waived:

(a) in the case of an Employee or Officer whose employment with the Corporation or a subsidiary of the Corporation terminates, (i) the date designated by the Employee or Officer and the Corporation or a subsidiary of the Corporation as the "Termination Date" (or similar term) in a written employment or other agreement between the Employee or Officer and Corporation or a subsidiary of the Corporation, or (ii) if no such written employment or other agreement exists, the date designated by the Corporation or a subsidiary of the Corporation, as the case may be, on which the Employee or Officer ceases to be an employee or officer of the Corporation or the subsidiary of the Corporation, as the case may be, provided that, in the case of termination of employment by voluntary resignation by the Participant, such date shall not be earlier than the date notice of resignation was given; and in any event, the "Termination Date" shall be determined without including any period of reasonable notice that the Corporation or the subsidiary of the Corporation (as the case may be) may be required by law to provide to the Participant or any pay in lieu of notice of termination, severance pay or other damages paid or payable to the Participant;

(b) in the case of a Consultant whose agreement or arrangement with the Corporation or a subsidiary of the Corporation terminates, (i) the date designated by the Corporation or the subsidiary of the Corporation, as the "Termination Date" (or similar term) or expiry date in a written agreement between the Consultant and Corporation or a subsidiary of the Corporation, or (ii) if no such written agreement exists, the date designated by the Corporation or a subsidiary of the Corporation, as the case may be, on which the Consultant ceases to be a Consultant or a service provider to the Corporation or the subsidiary of the Corporation, as the case may be, or on which the Participant's agreement or arrangement is terminated, provided that in the case of voluntary termination by the Participant of the Participant's consulting agreement or other written arrangement, such date shall not be earlier than the date notice of voluntary termination was given; in any event, the "Termination Date" shall be determined without including any period of notice that the Corporation or the subsidiary of the Corporation (as the case may be) may be required by law to provide to the Participant or any pay in lieu of notice of termination, termination fees or other damages paid or payable to the Participant;

(c) in the case of a Director, the date such individual ceases to be a Director, unless the individual continues to be a Participant in another capacity; and

(d) in the case of a U.S. Taxpayer, a Participant's "Termination Date" will be the date the Participant experiences a "separation from service" with the Corporation or a subsidiary of the Corporation within the meaning of Section 409A of the Code;

"**TSX**" means the Toronto Stock Exchange;

"**U.S.**" or "**United States**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder;

"**U.S. Taxpayer**" shall mean a Participant who, with respect to an Award, is subject to taxation under the applicable U.S. tax laws; and

"**VWAP**" means the volume weighted average closing price of the Shares, calculated by dividing the total value of the trading Shares by the total volume of such Shares traded for the relevant period.

2.2 Interpretation

(a) Whenever the Plan Administrator exercises discretion in the administration of this Plan, the term "discretion" means the sole and absolute discretion of the Plan Administrator.

(b) As used herein, the terms "Article", "Section", "Subsection" and "clause" mean and refer to the specified Article, Section, Subsection and clause of this Plan, respectively.

(c) Words importing the singular include the plural and vice versa and words importing any gender include any other gender.

(d) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment is required to be made on a day which is not a Business Day such action shall be taken or such payment shall be made by the immediately preceding Business Day.

(e) Unless otherwise specified, all references to money amounts are to Canadian currency.

(f) The headings used herein are for convenience only and are not to affect the interpretation of this Plan.

ARTICLE 3
ADMINISTRATION

3.1 Administration

This Plan will be administered by the Plan Administrator and the Plan Administrator has sole and complete authority, in its discretion, to:

(a) determine the individuals to whom grants under the Plan may be made;

(b) make grants of Awards under the Plan relating to the issuance of Shares (including any combination of Options, Restricted Share Units, Performance Share Units or

Deferred Share Units) in such amounts, to such Persons and, subject to the provisions of this Plan, on such terms and conditions as it determines including without limitation:

(i) the time or times at which Awards may be granted;

(ii) the conditions under which:

(A) Awards may be granted to Participants; or

(B) Awards may be forfeited to the Corporation,

including any conditions relating to the attainment of specified Performance Goals;

(iii) the price, if any, to be paid by a Participant in connection with the purchase of Shares covered by any Awards;

(iv) whether restrictions or limitations are to be imposed on the Shares issuable pursuant to grants of any Award, and the nature of such restrictions or limitations, if any; and

(v) any acceleration of exercisability or vesting, or waiver of termination regarding any Award, based on such factors as the Plan Administrator may determine;

(c) establish the form or forms of Award Agreements;

(d) cancel, amend, adjust or otherwise change any Award under such circumstances as the Plan Administrator may consider appropriate in accordance with the provisions of this Plan;

(e) construe and interpret this Plan and all Award Agreements;

(f) adopt, amend, prescribe and rescind administrative guidelines and other rules and regulations relating to this Plan, including rules and regulations relating to sub-plans established for the purpose of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws;

(g) make any designations or other classifications of Awards for tax purposes; and

(h) make all other determinations and take all other actions necessary or advisable for the implementation and administration of this Plan.

3.2 Delegation to Committee

(a) The initial Plan Administrator shall be the Compensation Committee.

(b) To the extent permitted by applicable law, the Board may, from time to time, assume or delegate to any committee of the Board (the "**Committee**") all or any of

the powers conferred on the Plan Administrator pursuant to this Plan, including the power to sub-delegate to any member(s) of the Committee or any specified officer(s) of the Corporation or its subsidiaries all or any of the powers delegated by the Board. In such event, the Committee or any sub-delegate will exercise the powers delegated to it in the manner and on the terms authorized by the delegating party. Any decision made or action taken by the Committee or any sub-delegate arising out of or in connection with the administration or interpretation of this Plan in this context is final and conclusive and binding on the Corporation and all subsidiaries of the Corporation, all Participants and all other Persons.

3.3 Determinations Binding

Any decision made or action taken by the Board, the Committee or any sub-delegate to whom authority has been delegated pursuant to Section 3.2 arising out of or in connection with the administration or interpretation of this Plan is final, conclusive and binding on the Corporation, the affected Participant(s), their legal and personal representatives and all other Persons.

3.4 Eligibility

All Directors, Officers, Employees and Consultants are eligible to participate in the Plan, subject to Section 9.1(e). Participation in the Plan is voluntary and eligibility to participate does not confer upon any Director, Officer, Employee or Consultant any right to receive any grant of an Award pursuant to the Plan. The extent to which any Director, Officer, Employee or Consultant is entitled to receive a grant of an Award pursuant to the Plan will be determined in the sole and absolute discretion of the Plan Administrator.

3.5 Total Shares Subject to Awards

(a) Subject to adjustment as provided for in Article 10 and any subsequent amendment to this Plan, the aggregate number of Shares that may be issued pursuant to this Plan shall be 8,849,266 Shares.

(b) To the extent any Awards (or portion(s) thereof) under this Plan terminate or are cancelled for any reason prior to exercise in full, or are surrendered to the Corporation by the Participant, any Shares subject to such Awards (or portion(s) thereof) shall be added back to the number of Shares reserved for issuance under this Plan and will again become available for issuance pursuant to the exercise of Awards granted under this Plan.

(c) Any Shares issued by the Corporation through the assumption or substitution of outstanding stock options or other equity-based awards from an acquired company shall not reduce the number of Shares available for issuance pursuant to the exercise of Awards granted under this Plan.

3.6 Limits on Grants of Awards

Notwithstanding anything in this Plan:

(a) the aggregate number of Shares:

(i) issuable to Insiders at any time, under all of the Corporation's Security Based Compensation Arrangements, shall not exceed 5% of the Corporation's issued and outstanding Shares; and

(ii) issued to Insiders within any one year period, under all of the Corporation's Security Based Compensation Arrangements, shall not exceed 5% of the Corporation's issued and outstanding Shares;

(b) the Plan Administrator shall not make grants of Awards to Directors if, within any one financial year of the Corporation, the aggregate fair market value on the Date of Grant of all Awards granted to any one Director under all of the Corporation's Security Based Compensation Arrangements would exceed $150,000 (including no more than $100,000 in Options); provided that such limits shall not apply to (i) Awards taken in lieu of any cash retainer or other Director Fees, and (ii) a one-time initial grant to a Director upon such Director joining the Board; and

(c) the Plan Administrator shall not grant any Awards that may be denominated or settled in Shares to residents of the United States unless such Awards and the Shares issuable upon exercise thereof are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

3.7 Award Agreements

Each Award under this Plan will be evidenced by an Award Agreement. Each Award Agreement will be subject to the applicable provisions of this Plan and will contain such provisions as are required by this Plan and any other provisions that the Plan Administrator may direct. Any one officer of the Corporation is authorized and empowered to execute and deliver, for and on behalf of the Corporation, an Award Agreement to each Participant granted an Award pursuant to this Plan.

3.8 Non-transferability of Awards

Except as permitted by the Plan Administrator and to the extent that certain rights may pass to a beneficiary or legal representative upon death of a Participant, by will or as required by law, no assignment or transfer of Awards, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Awards whatsoever in any assignee or transferee and immediately upon any assignment or transfer, or any attempt to make the same, such Awards will terminate and be of no further force or effect. To the extent that certain rights to exercise any portion of an outstanding Award pass to a beneficiary or legal representative upon death of a Participant, the period in which such Award can be exercised by such beneficiary or legal representative shall not exceed one year from the Participant's death.

ARTICLE 4
OPTIONS

4.1 Granting of Options

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant Options to any Participant. The terms and conditions of each Option grant shall be evidenced by an Award Agreement.

4.2 Exercise Price

The Plan Administrator will establish the Exercise Price at the time each Option is granted, which Exercise Price must in all cases be not less than the Market Price on the Date of Grant.

4.3 Term of Options

Subject to any accelerated vesting or termination as set forth in this Plan, each Option expires on its Expiry Date.

4.4 Vesting and Exercisability

(a) The Plan Administrator shall have the authority to determine the vesting terms applicable to grants of Options.

(b) Once an Option becomes vested, it shall remain vested and shall be exercisable until expiration or termination of the Option, unless otherwise specified by the Plan Administrator, or as may be otherwise set forth in any written employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant. Each vested Option may be exercised at any time or from time to time, in whole or in part, for up to the total number of Option Shares with respect to which it is then exercisable. The Plan Administrator has the right to accelerate the date upon which any Option becomes exercisable.

(c) Subject to the provisions of this Plan and any Award Agreement, Options shall be exercised by means of a fully completed Exercise Notice delivered to the Corporation.

(d) The Plan Administrator may provide at the time of granting an Option that the exercise of that Option is subject to restrictions, in addition to those specified in this Section 4.4, such as vesting conditions relating to the attainment of specified Performance Goals.

(e) No Option holder who is resident in the United States may exercise Options unless the Option Shares are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

4.5 Payment of Exercise Price

(a) Unless otherwise specified by the Plan Administrator at the time of granting an Option and set forth in the particular Award Agreement, the Exercise Notice must be accompanied by payment of the Exercise Price. The Exercise Price must be fully paid by certified cheque, wire transfer, bank draft or money order payable to the Corporation or by such other means as might be specified from time to time by the Plan Administrator, which may include (i) through an arrangement with a broker approved by the Corporation (or through an arrangement directly with the Corporation) whereby payment of the Exercise Price is accomplished with the proceeds of the sale of Shares deliverable upon the exercise of the Option, (ii) through the Cashless Exercise process set out in Section 4.5(b), or (iii) such other consideration and method of payment for the issuance of Shares to the extent permitted by Securities Laws, or any combination of the foregoing methods of payment.

(b) A Participant may, in lieu of exercising an Option pursuant to an Exercise Notice, request, subject to the consent of the Corporation, to surrender such Option to the Corporation (a "**Cashless Exercise**") in consideration for an amount from the Corporation equal to (i) the Market Price of the Shares issuable on the exercise of such Option (or portion thereof) as of the date such Option (or portion thereof) is exercised, less (ii) the aggregate Exercise Price of the Option (or portion thereof) surrendered relating to such Shares, (the "**In-the-Money Amount**"), less (iii) deductions for applicable income or other taxes, by written notice to the Corporation indicating the number of Options such Participant wishes to exercise using the Cashless Exercise, and such other information that the Corporation may require. Subject to Section 8.3, if the Corporation consents to a Cashless Exercise, the Corporation shall satisfy payment of the In-the-Money Amount by delivering to the Participant such number of Shares (rounded down to the nearest whole number) having an aggregate fair market value equal to the In-the-Money Amount. No Shares will be issued or transferred until full payment therefor has been received by the Corporation.

(c) If a Participant surrenders Options through a Cashless Exercise pursuant to Section 4.5(b), to the extent that such Participant would be entitled to a deduction under paragraph 110(1)(d) of the Tax Act in respect of such surrender if the election described in subsection 110(1.1) of the Tax Act were made and filed (and the other procedures described therein were undertaken) on a timely basis after such surrender, the Corporation will cause such election to be so made and filed (and such other procedures to be so undertaken).

ARTICLE 5
RESTRICTED SHARE UNITS

5.1 Granting of RSUs

(a) The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant RSUs to any Participant in respect of a bonus or similar payment in respect

of services rendered by the applicable Participant in a taxation year (the "**RSU Service Year**"). The terms and conditions of each RSU grant may be evidenced by an Award Agreement. Each RSU will consist of a right to receive a Share, cash payment, or a combination thereof (as provided in Section 5.4(a)), upon the settlement of such RSU.

(b) The number of RSUs (including fractional RSUs) granted at any particular time pursuant to this Article 5 will be calculated by dividing (i) the amount of any bonus or similar payment that is to be paid in RSUs (including the elected amount as applicable), as determined by the Plan Administrator, by (ii) the greater of (A) the Market Price of a Share on the Date of Grant; and (B) such amount as determined by the Plan Administrator in its sole discretion.

5.2 RSU Account

All RSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

5.3 Vesting of RSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of RSUs, provided that the terms comply with Section 409A, with respect to a U.S. Taxpayer.

5.4 Settlement of RSUs

(a) The Plan Administrator shall have the sole authority to determine the settlement terms applicable to the grant of RSUs, provided that with respect to a U.S. Taxpayer the terms comply with Section 409A to the extent it is applicable. Subject to Section 11.6(d) below and except as otherwise provided in an Award Agreement, on the settlement date for any RSU, the Participant shall redeem each vested RSU for:

(i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct,

(ii) a cash payment, or

(iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its discretion.

(b) Any cash payments made under this Section 5.4 by the Corporation to a Participant in respect of RSUs to be redeemed for cash shall be calculated by multiplying the number of RSUs to be redeemed for cash by the Market Price per Share as at the settlement date.

(c) Payment of cash to Participants on the redemption of vested RSUs may be made through the Corporation's payroll in the pay period that the settlement date falls within.

(d) Notwithstanding any other terms of this Plan but subject to Section 11.6(d) below and except as otherwise provided in an Award Agreement, no settlement date for any RSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any RSU, under this Section 5.4 any later than the final Business Day of the third calendar year following the applicable RSU Service Year.

(e) No RSU holder who is resident in the United States may settle RSUs for Shares unless the Shares issuable upon settlement of the RSUs are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

ARTICLE 6
PERFORMANCE SHARE UNITS

6.1 Granting of PSUs

The Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant PSUs to any Participant in respect of a bonus or similar payment in respect of services rendered by the applicable Participant in a taxation year (the "**PSU Service Year**"). The terms and conditions of each PSU grant shall be evidenced by an Award Agreement, provided that with respect to a U.S. Taxpayer the terms comply with Section 409A to the extent it is applicable. Each PSU will consist of a right to receive a Share, cash payment, or a combination thereof (as provided in Section 6.6(a)), upon the achievement of such Performance Goals during such performance periods as the Plan Administrator shall establish.

6.2 Terms of PSUs

The Performance Goals to be achieved during any performance period, the length of any performance period, the amount of any PSUs granted, the termination of a Participant's employment and the amount of any payment or transfer to be made pursuant to any PSU will be determined by the Plan Administrator and by the other terms and conditions of any PSU, all as set forth in the applicable Award Agreement.

6.3 Performance Goals

The Plan Administrator will issue Performance Goals prior to the Date of Grant to which such Performance Goals pertain. The Performance Goals may be based upon the achievement of corporate, divisional or individual goals, and may be applied to performance relative to an index or comparator group, or on any other basis determined by the Plan Administrator. The Plan Administrator may modify the Performance Goals as necessary to align them with the Corporation's corporate objectives, subject to any limitations set forth in an Award Agreement or an employment or other agreement with a Participant. The Performance Goals may include a threshold level of performance below which no payment will be made (or no vesting will occur), levels of performance at which specified payments will be made (or specified vesting will occur), and a maximum level of performance above which no additional payment will be made (or at which full vesting will occur), all as set forth in the applicable Award Agreement.

6.4 PSU Account

All PSUs received by a Participant shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant.

6.5 Vesting of PSUs

The Plan Administrator shall have the authority to determine any vesting terms applicable to the grant of PSUs.

6.6 Settlement of PSUs

(a) The Plan Administrator shall have the authority to determine the settlement terms applicable to the grant of PSUs provided that with respect to a U.S. Taxpayer the terms comply with Section 409A to the extent it is applicable. Subject to Section 11.6(d) below and except as otherwise provided in an Award Agreement, on the settlement date for any PSU, the Participant shall redeem each vested PSU for:

(i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct,

(ii) a cash payment, or

(iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its discretion.

(b) Any cash payments made under this Section 6.6 by the Corporation to a Participant in respect of PSUs to be redeemed for cash shall be calculated by multiplying the number of PSUs to be redeemed for cash by the Market Price per Share as at the settlement date.

(c) Payment of cash to Participants on the redemption of vested PSUs may be made through the Corporation’s payroll in the pay period that the settlement date falls within.

(d) Notwithstanding any other terms of this Plan but subject to Section 11.6(d) below and except as otherwise provided in an Award Agreement, no settlement date for any PSU shall occur, and no Share shall be issued or cash payment shall be made in respect of any PSU, under this Section 6.6 any later than the final Business Day of the third calendar year following the applicable PSU Service Year.

(e) No PSU holder who is resident in the United States may settle PSUs for Shares unless the Shares issuable upon settlement of the PSUs are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

ARTICLE 7
DEFERRED SHARE UNITS

7.1 Granting of DSUs

(a) The Board may fix from time to time a portion of the Director Fees that is to be payable in the form of DSUs. In addition, each Electing Person is given, subject to the conditions stated herein, the right to elect in accordance with Section 7.1(b) to participate in the grant of additional DSUs pursuant to this Article 7. An Electing Person who elects to participate in the grant of additional DSUs pursuant to this Article 7 shall receive their Elected Amount (as that term is defined below) in the form of DSUs. The "**Elected Amount**" shall be an amount, as elected by the Director, in accordance with applicable tax law, between 0% and 100% of any Director Fees that would otherwise be paid in cash (the "**Cash Fees**").

(b) Each Electing Person who elects to receive their Elected Amount in the form of DSUs will be required to file a notice of election in the form of Schedule A hereto (the "**Election Notice**") with the Chief Financial Officer of the Corporation: (i) in the case of an existing Electing Person, by December 31st in the year prior to the year to which such election is to apply (other than for Director Fees payable for the 2021 financial year, in which case any Electing Person who is not a U.S. Taxpayer as of the date of this Plan shall file the Election Notice by the date that is 30 days from the Effective Date with respect to compensation paid for services to be performed after such date); and (ii) in the case of a newly appointed Electing Person who is not a U.S. Taxpayer, within 30 days of such appointment with respect to compensation paid for services to be performed after such date. In the case of an existing Electing Person who is a U.S. Taxpayer as of the Effective Date of this Plan, an initial Election Notice may be filed by the date that is 30 days from the Effective Date only with respect to compensation paid for services to be performed after the Election Date; and, in the case of a newly appointed Electing Person who is a U.S. Taxpayer, an Election Notice may be filed within 30 days of such appointment only with respect to compensation paid for services to be performed after the Election Date. If no election is made within the foregoing time frames, the Electing Person shall be deemed to have elected to be paid the entire amount of their Cash Fees in cash.

(c) Subject to Subsection 7.1(d), the election of an Electing Person under Subsection 7.1(b) shall be deemed to apply to all Cash Fees paid subsequent to the filing of the Election Notice, and such Electing Person is not required to file another Election Notice for subsequent calendar years.

(d) Each Electing Person who is not a U.S. Taxpayer is entitled once per calendar year to terminate their election to receive DSUs by filing with the Chief Financial Officer of the Corporation a termination notice in the form of Schedule B. Such termination shall be effective immediately upon receipt of such notice, provided that the Corporation has not imposed a "black-out" on trading. Thereafter, any portion of such Electing Person's Cash Fees payable or paid in the same calendar year and, subject to complying with Subsection 7.1(b), all subsequent calendar years shall be paid in cash. For greater certainty, to the extent an Electing Person

terminates their participation in the grant of DSUs pursuant to this Article 7, they shall not be entitled to elect to receive the Elected Amount, or any other amount of their Cash Fees in DSUs again until the calendar year following the year in which the termination notice is delivered. An election by a U.S. Taxpayer to receive the Elected Amount in DSUs for any calendar year is irrevocable for that calendar year after the expiration of the election period for that year and any termination of the election will not take effect until the first day of the calendar year following the calendar year in which the termination notice in the form of Schedule C is delivered.

(e) Any DSUs granted pursuant to this Article 7 prior to the delivery of a termination notice pursuant to Section 7.1(d) shall remain in the Plan following such termination and will be redeemable only in accordance with the terms of the Plan.

(f) The number of DSUs (including fractional DSUs) granted at any particular time pursuant to this Article 7 will be calculated by dividing (i) the amount of any Director Fees that are to be paid in DSUs (including any Elected Amount), by (ii) the Market Price of a Share on the Date of Grant.

(g) In addition to the foregoing, the Plan Administrator may, from time to time, subject to the provisions of this Plan and such other terms and conditions as the Plan Administrator may prescribe, grant DSUs to any Participant.

7.2 DSU Account

All DSUs received by a Participant (which, for greater certainty includes Electing Persons) shall be credited to an account maintained for the Participant on the books of the Corporation, as of the Date of Grant. The terms and conditions of each DSU grant may be evidenced by an Award Agreement.

7.3 Vesting of DSUs

Except as otherwise determined by the Plan Administrator, DSUs shall vest immediately upon grant.

7.4 Settlement of DSUs

(a) DSUs shall be settled on the date established in the Award Agreement; provided, however that if there is no Award Agreement or the Award Agreement does not establish a date for the settlement of the DSUs, then, for a Participant who is not a U.S. Taxpayer the settlement date shall be the date determined by the Participant; provided that, in the case of a Participant who is a Canadian Taxpayer, the settlement date shall be no earlier than the date on which the Participant ceases to be a Director (and, if such Participant is also a non-Director Employee, the date on which the Participant ceases to be such an Employee) and no later than the last Business Day of the immediately following calendar year, and in the case of a Participant who is a U.S. Taxpayer, the settlement date shall be the date of the Participant's "separation from service" under Section 409A and for greater certainty in all cases by the end of the year in which such separation from service

occurs, subject to Section 11.6(d). On the settlement date for any DSU, the Participant shall redeem each vested DSU for:

(i) one fully paid and non-assessable Share issued from treasury to the Participant or as the Participant may direct;

(ii) a cash payment; or

(iii) a combination of Shares and cash as contemplated by paragraphs (i) and (ii) above,

in each case as determined by the Plan Administrator in its sole discretion.

(b) Any cash payments made under this Section 7.4 by the Corporation to a Participant in respect of DSUs to be redeemed for cash shall be calculated by multiplying the number of DSUs to be redeemed for cash by the Market Price per Share as at the settlement date.

(c) Payment of cash to Participants on the redemption of vested DSUs may, subject to the applicable timelines set out in Section 7.4(a), be made through the Corporation's payroll or in such other manner as determined by the Corporation.

(d) No DSU holder who is resident in the United States may settle DSUs for Shares unless the Shares issuable upon settlement of the DSUs are registered under the U.S. Securities Act or are issued in compliance with an available exemption from the registration requirements of the U.S. Securities Act.

7.5 No Additional Amount or Benefit

For greater certainty, neither a Director to whom DSUs are granted nor any person with whom such Director does not deal at arm's length (for purposes of the Tax Act) shall be entitled, either immediately or in the future, either absolutely or contingently, to receive or obtain any amount or benefit granted or to be granted for the purpose of reducing the impact, in whole or in part, of any reduction in the fair market value of the Shares to which the DSUs relate.

ARTICLE 8
ADDITIONAL AWARD TERMS

8.1 Dividend Equivalents

(a) Unless otherwise determined by the Plan Administrator and set forth in the particular Award Agreement, an Award of RSUs, PSUs and DSUs shall include the right for such RSUs, PSUs and DSUs be credited with dividend equivalents in the form of additional RSUs, PSUs and DSUs, respectively, as of each dividend payment date in respect of which normal cash dividends are paid on Shares. Such dividend equivalents shall be computed by dividing: (a) the amount obtained by multiplying the amount of the dividend declared and paid per Share by the number of RSUs, PSUs and DSUs, as applicable, held by the Participant on the record date for the payment of such dividend, by (b) the Market Price at the close of the first Business Day immediately following the dividend record date, with fractions

computed to three decimal places. Dividend equivalents credited to a Participant's account shall vest in proportion to the RSUs, PSUs and DSUs to which they relate, and shall be settled in accordance with Subsections 5.4, 6.6, and 7.4 respectively.

(b) The foregoing does not obligate the Corporation to declare or pay dividends on Shares and nothing in this Plan shall be interpreted as creating such an obligation.

8.2 Black-out Period

If an Award expires during, or within five Business Days after, a routine or special trading black-out period imposed by the Corporation to restrict trades in the Corporation's securities, then, notwithstanding any other provision of this Plan, unless the delayed expiration would result in tax consequences, the Award shall expire five Business Days after the trading black-out period is lifted by the Corporation.

8.3 Withholding Taxes

Notwithstanding any other terms of this Plan, the granting, vesting or settlement of each Award under this Plan is subject to the condition that if at any time the Plan Administrator determines, in its discretion, that the satisfaction of withholding tax or other withholding liabilities is necessary or desirable in respect of such grant, vesting or settlement, such action is not effective unless such withholding has been effected to the satisfaction of the Plan Administrator. In such circumstances, the Plan Administrator may require that a Participant pay to the Corporation the minimum amount as the Corporation or a subsidiary of the Corporation is obliged to withhold or remit to the relevant taxing authority in respect of the granting, vesting or settlement of the Award. Any such additional payment is due no later than the date on which such amount with respect to the Award is required to be remitted to the relevant tax authority by the Corporation or a subsidiary of the Corporation, as the case may be. Alternatively, and subject to any requirements or limitations under applicable law, the Corporation or any Affiliate may (a) withhold such amount from any remuneration or other amount payable by the Corporation or any Affiliate to the Participant, (b) require the sale, on behalf of the applicable Participant, of a number of Shares issued upon exercise, vesting, or settlement of such Award and the remittance to the Corporation of the net proceeds from such sale sufficient to satisfy such amount, or (c) enter into any other suitable arrangements for the receipt of such amount.

8.4 Recoupment

Notwithstanding any other terms of this Plan, Awards may be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any clawback, recoupment or similar policy adopted by the Corporation or the relevant subsidiary of the Corporation, or as set out in the Participant's employment agreement, Award Agreement or other written agreement, or as otherwise required by law or the rules of the Exchanges. The Plan Administrator may at any time waive the application of this Section 8.4 to any Participant or category of Participants.

ARTICLE 9
TERMINATION OF EMPLOYMENT OR SERVICES

9.1 Termination of Officer, Employee, Consultant or Director

Subject to Section 9.2, unless otherwise determined by the Plan Administrator or as set forth in an employment agreement, Award Agreement or other written agreement:

(a) where a Participant's employment, consulting or other agreement or arrangement is terminated or the Participant ceases to hold office or their position, as applicable, by reason of voluntary resignation by the Participant, termination by the Corporation or a subsidiary of the Corporation (whether such termination occurs for, or without Cause, with or without any or adequate reasonable notice, or with or without any or adequate compensation in lieu of such reasonable notice) then, subject to applicable law that cannot be waived by the Participant:

(i) each Award held by the Participant that has not vested as of the Termination Date is immediately forfeited and cancelled as of the Termination Date or, to the extent applicable and not subject to waiver by the Participant, the earliest date thereafter as required by employment standards legislation or regulations applicable to the Participant's employment or other engagement with the Corporation or any of its subsidiaries; and

(ii) each Award held by a Participant that has vested may, subject to Sections 5.4(d) and 6.6(d) (where applicable), be exercised, settled or surrendered to the Corporation by the Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award, and (B) the date that is 120 days after the Termination Date, provided that any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the Participant's "separation from service". Any Award that has not been exercised, settled or surrendered at the end of such period being immediately forfeited and cancelled;

(b) where a Participant's employment, consulting or other agreement or arrangement is terminated by reason of the death of the Participant, then each Award held by the Participant that has not vested as of the date of the death of such Participant shall vest on such date and may, subject to Sections 5.4(d) and 6.6(d) (where applicable), be exercised, settled or surrendered to the Corporation by the Participant's legal representative at any time during the period that terminates on the earlier of: (i) the Expiry Date of such Award, and (ii) the first anniversary of the date of the death of such Participant provided that any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised or surrendered within the same calendar year as the Participant's death, and shall be payable only to such legal representative or one or more applicable dependants or relations of the Participant for purposes of paragraph 6801(d) of the *Income Tax Regulations* (Canada). Any Award that has not been exercised, settled or surrendered at the end of such period being immediately forfeited and cancelled;

(c) where a Participant becomes Disabled, then each Award held by the Participant that has not vested as of the date of the Disability of such Participant shall vest on such date and may, subject to Sections 5.4(d), 6.6(d) and 7.4(a) (where applicable), be exercised or surrendered to the Corporation by a Participant at any time until the Expiry Date of such Award, provided that any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised or surrendered within the same calendar year as the Participant's "separation from service". Any Award that remains unexercised or has not been surrendered to the Corporation by the Participant shall be immediately forfeited upon the termination of such period;

(d) a Participant's eligibility to receive further grants of Awards under this Plan ceases as of the earliest of the following:

(i) the Termination Date;

(ii) the date that the Corporation or a subsidiary of the Corporation, as the case may be, provides the Participant with written notification that the Participant's employment, consulting or other agreement or arrangement is terminated, notwithstanding that such date may be prior to the Termination Date; or

(iii) the date of the death, Disability or the date notice is given of the resignation of the Participant; and

(e) notwithstanding Subsection 9.1(a), unless the Plan Administrator, in its discretion, otherwise determines, at any time and from time to time, Awards are not affected by a change of employment or consulting agreement or arrangement, or directorship within or among the Corporation or a subsidiary of the Corporation for so long as the Participant continues to be a Director, Officer, Employee or Consultant, as applicable, of the Corporation or a subsidiary of the Corporation.

9.2 Discretion to Permit Acceleration

Notwithstanding the provisions of Section 9.1, the Plan Administrator may, in its discretion, at any time prior to, or following the events contemplated in such Section, or in an employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant, permit the acceleration of vesting of any or all Awards or waive termination of any or all Awards, all in the manner and on the terms as may be authorized by the Plan Administrator.

ARTICLE 10
EVENTS AFFECTING THE CORPORATION

10.1 General

The existence of any Awards does not affect in any way the right or power of the Corporation or its shareholders to make, authorize or determine any adjustment, recapitalization, reorganization or any other change in the Corporation's capital structure or its business, or any amalgamation, combination, arrangement, merger or consolidation involving the Corporation, to create or issue

any bonds, debentures, Shares or other securities of the Corporation or to determine the rights and conditions attaching thereto, to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or to effect any other corporate act or proceeding, whether of a similar character or otherwise, whether or not any such action referred to in this Article 10 would have an adverse effect on this Plan or on any Award granted hereunder.

10.2 Change in Control

Except as may be set forth in an employment agreement, Award Agreement or other written agreement between the Corporation or a subsidiary of the Corporation and the Participant:

(a) Notwithstanding anything else in this Plan, the Plan Administrator may, without the consent of any Participant, take such steps as it deems necessary or desirable, including to cause (i) the conversion or exchange of any outstanding Awards into or for, rights or other securities of substantially equivalent value, as determined by the Plan Administrator in its discretion, in any entity participating in or resulting from a Change in Control; (ii) outstanding Awards to vest and become exercisable, realizable, or payable, or restrictions applicable to an Award to lapse, in whole or in part prior to or upon consummation of such merger or Change in Control, and, to the extent the Plan Administrator determines, terminate upon or immediately prior to the effectiveness of such merger or Change in Control; (iii) the termination of an Award in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction (and, for the avoidance of doubt, if as of the date of the occurrence of the transaction the Plan Administrator determines in good faith that no amount would have been attained upon the exercise or settlement of such Award or realization of the Participant's rights, then such Award may be terminated by the Corporation without payment); (iv) the replacement of such Award with other rights or property selected by the Board in its sole discretion; or (v) any combination of the foregoing. In taking any of the actions permitted under this Section 10.2(a), the Plan Administrator will not be required to treat all Awards similarly in the transaction. Notwithstanding the foregoing, in the case of Options held by a Canadian Taxpayer, the Plan Administrator may not cause the Canadian Taxpayer to receive (pursuant to this Subsection 10.2(a)) any property in connection with a Change in Control other than rights to acquire shares of a corporation or units of a "mutual fund trust" (as defined in the Tax Act), of the Corporation or a "qualifying person" (as defined in the Tax Act) that does not deal at arm's length (for purposes of the Tax Act) with the Corporation, as applicable, at the time such rights are issued or granted.

(b) Notwithstanding Section 9.1, if within 12 months following the completion of a transaction resulting in a Change in Control, a Participant's employment, consultancy or directorship is terminated by the Corporation or a subsidiary of the Corporation without Cause:

(i) any unvested Awards held by the Participant that have not been exercised, settled or surrendered as of the Termination Date shall immediately vest; and

(ii) any vested Awards of Participants may, subject to Sections 5.4(d) and 6.6(d) (where applicable), be exercised, settled or surrendered to the Corporation by such Participant at any time during the period that terminates on the earlier of: (A) the Expiry Date of such Award; and (B) the date that is 90 days after the Termination Date, provided that any Awards subject to Section 409A awarded to U.S. Taxpayers, shall be exercised, settled or surrendered within the same calendar year as the Participant's "separation from service", with any Award that has not been exercised, settled or surrendered at the end of such period being immediately forfeited and cancelled.

(c) Notwithstanding Subsection 10.2(a) and unless otherwise determined by the Plan Administrator, if, as a result of a Change in Control, the Shares will cease trading on all Exchanges, then the Corporation may terminate all of the Awards, other than an Option held by a Canadian Taxpayer for the purposes of the Tax Act, granted under this Plan at the time of and subject to the completion of the Change in Control transaction by paying to each holder at or within a reasonable period of time following completion of such Change in Control transaction an amount for each Award equal to the fair market value of the Award held by such Participant as determined by the Plan Administrator, acting reasonably, at or within a reasonable period of time following completion of such Change in Control transaction.

(d) It is intended that any actions taken under this Section 10.2 will comply with the requirements of Section 409A of the Code with respect to Awards granted to U.S. Taxpayers.

10.3 Reorganization of Corporation's Capital

Should the Corporation effect a subdivision or consolidation of Shares or any similar capital reorganization or a payment of a stock dividend (other than a stock dividend that is in lieu of a cash dividend), or should any other change be made in the capitalization of the Corporation that does not constitute a Change in Control and that would warrant the amendment or replacement of any existing Awards in order to adjust the number of Shares that may be acquired on the vesting of outstanding Awards and/or the terms of any Award in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchanges, authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

10.4 Other Events Affecting the Corporation

In the event of an amalgamation, combination, arrangement, merger or other transaction or reorganization involving the Corporation and occurring by exchange of Shares, by sale or lease of assets or otherwise, that does not constitute a Change in Control and that warrants the amendment or replacement of any existing Awards in order to adjust the number and/or type of Shares that may be acquired on the vesting of outstanding Awards or by reference to which such Awards may

be settled (as applicable), and/or the terms of any Award, in order to preserve proportionately the rights and obligations of the Participants holding such Awards, the Plan Administrator will, subject to the prior approval of the Exchanges, authorize such steps to be taken as it may consider to be equitable and appropriate to that end.

10.5 Immediate Acceleration of Awards

In taking any of the steps provided in Sections 10.3 and 10.4, the Plan Administrator will not be required to treat all Awards similarly and where the Plan Administrator determines that the steps provided in Sections 10.3 and 10.4 would not preserve proportionately the rights, value and obligations of the Participants holding such Awards in the circumstances or otherwise determines that it is appropriate, the Plan Administrator may, but is not required to, permit the immediate vesting of any unvested Awards.

10.6 Issue by Corporation of Additional Shares

Except as expressly provided in this Article 10, neither the issue by the Corporation of shares of any class or securities convertible into or exchangeable for shares of any class, nor the conversion or exchange of such shares or securities, affects, and no adjustment by reason thereof is to be made with respect to the number of Shares that may be acquired as a result of a grant of Awards.

10.7 Fractions

No fractional Shares will be issued pursuant to an Award. Accordingly, if, as a result of any adjustment under this Article 10 or a dividend equivalent, a Participant would become entitled to a fractional Share, the Participant has the right to acquire only the adjusted number of full Shares and no payment or other adjustment will be made with respect to the fractional Shares, which shall be disregarded.

ARTICLE 11
U.S. TAXPAYERS

11.1 Provisions for U.S. Taxpayers

Options granted under this Plan to U.S. Taxpayers may be non-qualified stock options or incentive stock options qualifying under Section 422 of the Code ("**ISOs**"). Each Option shall be designated in the Award Agreement as either an ISO or a non-qualified stock option. The Corporation shall not be liable to any Participant or to any other Person if it is determined that an Option intended to be an ISO does not qualify as an ISO. Nonqualified stock options will be granted to a U.S. Taxpayer only if (i) such U.S. Taxpayer performs services for the Corporation or any corporation or other entity in which the Corporation has a direct or indirect controlling interest or otherwise has a significant ownership interest, as determined under Section 409A, such that the Option will constitute an option to acquire "service recipient stock" within the meaning of Section 409A, or (ii) such option otherwise is exempt from Section 409A.

11.2 ISOs

The aggregate number of Shares reserved for issuance in respect of granted ISOs shall be subject to any limitations in Section 3.5, and the terms and conditions of any ISOs granted to a U.S. Taxpayer on the Date of Grant hereunder, including the eligible recipients of

ISOs, shall be subject to the provisions of Section 422 of the Code, and the terms, conditions, limitations and administrative procedures established by the Plan Administrator from time to time in accordance with this Plan. At the discretion of the Plan Administrator, ISOs may be granted to any employee of the Corporation, or of a "parent corporation" or "subsidiary corporation", as such terms are defined in Sections 424(e) and (f) of the Code.

11.3 ISO Grants to 10% Shareholders

Notwithstanding anything to the contrary in this Plan, if an ISO is granted to a person who owns shares representing more than 10% of the voting power of all classes of shares of the Corporation or of a "parent corporation" or "subsidiary corporation", as such terms are defined in Section 424(e) and (f) of the Code, on the Date of Grant, the term of the Option shall not exceed five years from the time of grant of such Option and the Exercise Price shall be at least 110% of the Market Price of the Shares subject to the Option.

11.4 US$100,000 Per Year Limitation for ISOs

To the extent the aggregate Market Price as at the Date of Grant of the Shares for which ISOs are exercisable for the first time by any person during any calendar year (under all plans of the Corporation) exceeds US$100,000, such excess ISOs shall be treated as non-qualified stock options.

11.5 Disqualifying Dispositions

Each person awarded an ISO under this Plan shall notify the Corporation in writing immediately after the date they makes a disposition or transfer of any Shares acquired pursuant to the exercise of such ISO if such disposition or transfer is made (a) within two years from the Date of Grant or (b) within one year after the date such person acquired the Shares. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the person in such disposition or other transfer. The Corporation may, if determined by the Plan Administrator and in accordance with procedures established by it, retain possession of any Shares acquired pursuant to the exercise of an ISO as agent for the applicable person until the end of the later of the periods described in (a) or (b) above, subject to complying with any instructions from such person as to the sale of such Shares.

11.6 Section 409A of the Code

(a) This Plan will be construed and interpreted to be exempt from, or where not so exempt, to comply with Section 409A of the Code to the extent required to preserve the intended tax consequences of this Plan. Any reference in this Plan to Section 409A of the Code also include any regulation promulgated thereunder or any other formal guidance issued by the Internal Revenue Service with respect to Section 409A of the Code. Each Award shall be construed and administered such that the Award either (A) qualifies for an exemption from the requirements of Section 409A of the Code or (B) satisfies the requirements of Section 409A of the Code. If an Award is subject to Section 409A of the Code, (I) distributions shall only be made in a manner and upon an event permitted under Section 409A of the Code, (II) payments to be made upon a termination of employment or service shall only be

made upon a "separation from service" under Section 409A of the Code, (III) unless the Award specifies otherwise, each installment payment shall be treated as a separate payment for purposes of Section 409A of the Code, and (IV) in no event shall a Participant, directly or indirectly, designate the calendar year in which a distribution is made except in accordance with Section 409A of the Code. To the extent that an Award or payment, or the settlement or deferral thereof, is subject to Section 409A of the Code, the Award will be granted, paid, settled or deferred in a manner that will meet the requirements of Section 409A of the Code, such that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Section 409A of the Code. The Corporation reserves the right to amend this Plan to the extent it reasonably determines is necessary in order to preserve the intended tax consequences of this Plan in light of Section 409A of the Code. In no event will the Corporation or any of its subsidiaries or Affiliates be liable for any tax, interest or penalties that may be imposed on a Participant under Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

(b) All terms of the Plan that are undefined or ambiguous must be interpreted in a manner that complies with Section 409A of the Code if necessary to comply with Section 409A of the Code.

(c) The Plan Administrator, in its sole discretion, may permit the acceleration of the time or schedule of payment of a U.S. Taxpayer's vested Awards in the Plan under circumstances that constitute permissible acceleration events under Section 409A of the Code.

(d) Notwithstanding any provisions of the Plan to the contrary, in the case of any "specified employee" within the meaning of Section 409A of the Code who is a U.S. Taxpayer, distributions of non-qualified deferred compensation under Section 409A of the Code made in connection with a "separation from service" within the meaning set forth in Section 409A of the Code may not be made prior to the date which is six months after the date of separation from service (or, if earlier, the date of death of the U.S. Taxpayer). Any amounts subject to a delay in payment pursuant to the preceding sentence shall be paid as soon practicable following such six-month anniversary of such separation from service.

11.7 Section 83(b) Election

If a Participant makes an election pursuant to Section 83(b) of the Code with respect to an Award of Shares subject to vesting or other forfeiture conditions, the Participant shall be required to promptly file a copy of such election with the Corporation.

11.8 Application of Article 11 to U.S. Taxpayers

For greater certainty, the provisions of this Article 11 shall only apply to U.S. Taxpayers.

ARTICLE 12
AMENDMENT, SUSPENSION OR TERMINATION OF THE PLAN

12.1 Amendment, Suspension, or Termination of the Plan

The Plan Administrator may from time to time, without notice and without approval of the holders of voting shares of the Corporation, amend, modify, change, suspend or terminate the Plan or any Awards granted pursuant to the Plan as it, in its discretion determines appropriate, provided, however, that:

(a) no such amendment, modification, change, suspension or termination of the Plan or any Awards granted hereunder may materially impair any rights of a Participant or materially increase any obligations of a Participant under the Plan without the consent of the Participant, unless the Plan Administrator determines such adjustment is required or desirable in order to comply with any applicable Securities Laws or Exchange requirements; and

(b) any amendment that would cause an Award held by a U.S. Taxpayer to be subject to the additional tax penalty under Section 409A(1)(b)(i)(II) of the Code shall be null and void *ab initio* with respect to the U.S. Taxpayer unless the consent of the U.S. Taxpayer is obtained.

12.2 Shareholder Approval

Notwithstanding Section 12.1 and subject to any rules of the Exchanges, approval of the holders of Shares shall be required for any amendment, modification or change that:

(a) increases the number of Shares reserved for issuance under the Plan, except pursuant to the provisions under Article 10 which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;

(b) increases or removes the 5% limits on Shares issuable or issued to Insiders as set forth in Subsection 3.6(a);

(c) reduces the Exercise Price of an Option Award (for this purpose, a cancellation or termination of an Option Award of a Participant prior to its Expiry Date for the purpose of reissuing an Option Award to the same Participant with a lower Exercise Price shall be treated as an amendment to reduce the Exercise Price of an Option Award) except pursuant to the provisions in the Plan which permit the Plan Administrator to make equitable adjustments in the event of transactions affecting the Corporation or its capital;

(d) extends the term of an Option Award beyond the original Expiry Date (except where an Expiry Date would have fallen within a blackout period applicable to the Participant or within five Business Days following the expiry of such a blackout period);

(e) permits an Option Award to be exercisable beyond 10 years from its Date of Grant (except where an Expiry Date would have fallen within a blackout period of the Corporation);

(f) increases or removes the limits on the participation of Directors;

(g) permits Awards to be transferred to a Person;

(h) changes the eligible participants of the Plan; or

(i) deletes or reduces the range of amendments which require approval of shareholders under this Section 12.2.

12.3 Permitted Amendments

Without limiting the generality of Section 12.1, but subject to Section 12.2, the Plan Administrator may, without shareholder approval, at any time or from time to time, amend the Plan for the purposes of:

(a) making any amendments to the general vesting provisions of each Award;

(b) making any amendments to the provisions set out in Article 9;

(c) making any amendments to add covenants of the Corporation for the protection of Participants, as the case may be, provided that the Plan Administrator shall be of the good faith opinion that such additions will not be prejudicial to the rights or interests of the Participants, as the case may be;

(d) making any amendments not inconsistent with the Plan as may be necessary or desirable with respect to matters or questions which, in the good faith opinion of the Plan Administrator, having in mind the best interests of the Participants, it may be expedient to make, including amendments that are desirable as a result of changes in law in any jurisdiction where a Participant resides, provided that the Plan Administrator shall be of the opinion that such amendments and modifications will not be prejudicial to the interests of the Participants and Directors; or

(e) making such changes or corrections which, on the advice of counsel to the Corporation, are required for the purpose of curing or correcting any ambiguity or defect or inconsistent provision or clerical omission or mistake or manifest error, provided that the Plan Administrator shall be of the opinion that such changes or corrections will not be prejudicial to the rights and interests of the Participants.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Requirement

The Corporation is not obligated to grant any Awards, issue any Shares or other securities, make any payments or take any other action if, in the opinion of the Plan Administrator, in its sole discretion, such action would constitute a violation by a Participant or the Corporation of any

provision of any applicable statutory or regulatory enactment of any government or government agency or the requirements of any Exchange upon which the Shares may then be listed.

13.2 No Other Benefit

No amount will be paid to, or in respect of, a Participant under the Plan to compensate for a downward fluctuation in the price of a Share, nor will any other form of benefit be conferred upon, or in respect of, a Participant for such purpose.

13.3 Rights of Participant

No Participant has any claim or right to be granted an Award and the granting of any Award is not to be construed as giving a Participant a right to remain as an Employee, Consultant or Director. No Participant has any rights as a shareholder of the Corporation in respect of Shares issuable pursuant to any Award until the allotment and issuance to such Participant, or as such Participant may direct, of certificates representing such Shares.

13.4 Corporate Action

Nothing contained in this Plan or in an Award shall be construed so as to prevent the Corporation from taking corporate action which is deemed by the Corporation to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Award.

13.5 Conflict

In the event of any conflict between the provisions of this Plan and an Award Agreement, the provisions of the Award Agreement shall govern.

13.6 Anti-Hedging Policy

By accepting an Award each Participant acknowledges that they is restricted from purchasing financial instruments such as prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of Awards.

13.7 Participant Information

Each Participant shall provide the Corporation with all information (including personal information) required by the Corporation in order to administer the Plan. Each Participant acknowledges that information required by the Corporation in order to administer the Plan may be disclosed to any custodian appointed in respect of the Plan and other third parties, and may be disclosed to such persons (including persons located in jurisdictions other than the Participant's jurisdiction of residence), in connection with the administration of the Plan. Each Participant consents to such disclosure and authorizes the Corporation to make such disclosure on the Participant's behalf.

13.8 Participation in the Plan

The participation of any Participant in the Plan is entirely voluntary and not obligatory and shall not be interpreted as conferring upon such Participant any rights or privileges other than those rights and privileges expressly provided in the Plan. In particular, participation in the Plan does

not constitute a condition of employment or engagement nor a commitment on the part of the Corporation to ensure the continued employment or engagement of such Participant. The Plan does not provide any guarantee against any loss which may result from fluctuations in the market value of the Shares. The Corporation does not assume responsibility for the income or other tax consequences for the Participants and Directors and they are advised to consult with their own tax advisors.

13.9 International Participants

With respect to Participants who reside or work outside Canada and the United States, the Plan Administrator may, in its sole discretion, amend, or otherwise modify, without shareholder approval, the terms of the Plan or Awards with respect to such Participants in order to conform such terms with the provisions of local law, and the Plan Administrator may, where appropriate, establish one or more sub-plans to reflect such amended or otherwise modified provisions.

13.10 Successors and Assigns

The Plan shall be binding on all successors and assigns of the Corporation and its subsidiaries.

13.11 General Restrictions or Assignment

Except as required by law, the rights of a Participant under the Plan are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant unless otherwise approved by the Plan Administrator.

13.12 Severability

The invalidity or unenforceability of any provision of the Plan shall not affect the validity or enforceability of any other provision and any invalid or unenforceable provision shall be severed from the Plan.

13.13 Notices

All written notices to be given by a Participant to the Corporation shall be delivered personally, email or mail, postage prepaid, addressed as follows:

Algoma Steel Group Inc.
105 West Street
Sault Ste. Marie, Ontario
P6A 7B4 Canada

Attention: General Counsel

Email: legal@algoma.com

All notices to a Participant will be addressed to the principal address of the Participant on file with the Corporation. Either the Corporation or the Participant may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally or by email, on the date of delivery, and if sent by mail, on the fifth Business Day following the date of

mailing. Any notice given by either the Participant or the Corporation is not binding on the recipient thereof until received.

13.14 Effective Date

This Plan becomes effective on a date to be determined by the Plan Administrator, subject to the approval of the shareholders of the Corporation.

13.15 Currency

Unless otherwise specified, all dollar amounts referred to in this Plan are expressed in Canadian dollars.

13.16 Governing Law

This Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without any reference to conflicts of law rules.

13.17 Submission to Jurisdiction

The Corporation and each Participant irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to the Plan, including, without limitation, with respect to the grant of Awards and any issuance of Shares made in accordance with the Plan.

SCHEDULE A

ALGOMA STEEL GROUP INC.
OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION NOTICE

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Pursuant to the Plan, I hereby elect to participate in the grant of DSUs pursuant to Article 7 of the Plan and to receive ____% of my Cash Fees in the form of DSUs.

I confirm that:

(a) I have received and reviewed a copy of the terms of the Plan and agreed to be bound by them.

(b) I recognize that when DSUs credited pursuant to this election are redeemed in accordance with the terms of the Plan, income tax and other withholdings as required will arise at that time. Upon redemption of the DSUs, the Corporation will make all appropriate withholdings as required by law at that time.

(c) The value of DSUs is based on the value of the Shares of the Corporation and therefore is not guaranteed.

(d) To the extent I am a U.S. Taxpayer, I understand that this election is irrevocable for the calendar year to which it applies and that any revocation or termination of this election after the expiration of the election period will not take effect until the first day of the calendar year following the year in which I file the revocation or termination notice with the Corporation.

The foregoing is only a brief outline of certain key provisions of the Plan. For more complete information, reference should be made to the Plan's text.

Date: _____

_____
(Name of Participant)

_____
(Signature of Participant)

SCHEDULE B

ALGOMA STEEL GROUP INC.
OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUs

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Notwithstanding my previous election in the form of Schedule A to the Plan, I hereby elect that no portion of the Cash Fees accrued after the date hereof shall be paid in DSUs in accordance with Article 7 of the Plan.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date: _____

_____
(Name of Participant)

_____
(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

SCHEDULE C

ALGOMA STEEL GROUP INC.
OMNIBUS EQUITY INCENTIVE PLAN (THE "PLAN")

ELECTION TO TERMINATE RECEIPT OF ADDITIONAL DSUs
(U.S. TAXPAYERS)

All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Plan.

Notwithstanding my previous election in the form of Schedule A to the Plan, I hereby elect that no portion of the Cash Fees accrued after the effective date of this termination notice shall be paid in DSUs in accordance with Article 7 of the Plan.

I understand that this election to terminate receipt of additional DSUs will not take effect until the first day of the calendar year following the year in which I file this termination notice with the Corporation.

I understand that the DSUs already granted under the Plan cannot be redeemed except in accordance with the Plan.

I confirm that I have received and reviewed a copy of the terms of the Plan and agree to be bound by them.

Date: _____

_____
(Name of Participant)

_____
(Signature of Participant)

Note: An election to terminate receipt of additional DSUs can only be made by a Participant once in a calendar year.

Exhibit 8.1

List of subsidiaries of Algoma Steel Group Inc.

1. Algoma Steel Holdings Inc.
2. Algoma Steel Intermediate Holdings Inc.
3. Algoma Steel Inc.
4. Algoma Steel USA Inc.
5. Algoma Docks GP Inc.
6. Algoma Docks Limited Partnership

UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined consolidated financial information of Algoma Steel Group Inc., a corporation organized under the laws of the Province of British Columbia ("Algoma" or "the Company") and its consolidated subsidiaries after giving effect to the merger of Algoma Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Algoma ("Merger Sub"), with and into Legato Merger Corp., a Delaware corporation ("Legato"), with Legato surviving as a wholly-owned subsidiary of Algoma, and with the securityholders of Legato becoming securityholders of Algoma (the "Merger" and together with the other transactions contemplated by the Merger Agreement, to be effective upon consummation of the Merger, the "Transactions"). The following unaudited pro forma condensed combined consolidated financial information has been prepared in accordance with Article 11 of Regulation S-X.

On May 24, 2021, Algoma entered into the Agreement and Plan of Merger, dated as of May 24, 2021 (the "Merger Agreement"), by and among Algoma, Merger Sub and Legato. Pursuant to the Merger Agreement, Merger Sub merged with and into Legato, with Legato surviving the Merger. On October 19, 2021, the Merger was consummated with Legato becoming a wholly owned subsidiary of Algoma and the stockholders of Legato becoming shareholders of Algoma. The common shares of Algoma (the "Algoma Common Shares") trade on the Nasdaq Stock Market ("Nasdaq") and the Toronto Stock Exchange (the "TSX") under the symbol "ASTL" and the warrants of Algoma (the "Algoma Warrants") trade on Nasdaq and the TSX under the symbols "ASTLW" and "ASTL.WT", respectively.

Pursuant to the Merger Agreement:

(i) Algoma effected the a stock split, such that each outstanding Algoma Common Share became such number of Algoma Common Shares, each valued at $10.00 per share, as determined by the Conversion Factor (as defined in the Merger Agreement) (the "Stock Split"), with such Algoma Common Shares subsequently distributed to the equityholders of Algoma's ultimate parent company (the "Parent Distribution"); and

(ii) prior to the effective time of the Merger pursuant to the Merger Agreement and the Delaware General Corporation Law (the "Effective Time"), each outstanding equity incentive granted to certain directors, officers and other employees of Algoma Steel Holdings Inc., a direct wholly-owned subsidiary of Algoma, and/or its subsidiaries, under the Algoma Steel Holdings Inc. Long-Term Incentive Plan (the "LTIP Awards") that had vested and that was held by a holder who executed an exchange agreement and joinder to the lock-up agreement entered into concurrently with the execution of the Merger Agreement by Algoma's sole shareholder and Legato's initial shareholders (the "Founders") was exchanged for the right to acquire a number of Algoma Common Shares as determined by reference to the Conversion Factor (the "Replacement LTIP Awards"), such that following the Stock Split and the exchange of vested LTIP Awards for Replacement LTIP Awards, as contemplated by and subject to the terms and conditions of the Merger Agreement (the "LTIP Exchange"), there were approximately 75.0 million Algoma Common Shares outstanding on a fully-diluted basis.

As a result of the Merger:

(i) each outstanding unit of Legato ("Legato Unit") was separated into the one share of common stock, par value $0.0001 per share, of Legato ("Legato Common Stock") and one warrant exercisable for one share of Legato Common Stock ("Legato Warrant");

(ii) at the Effective Time each outstanding share of Legato Common Stock was converted into and exchanged for the right to receive one newly issued Algoma Common Share; and

(iii) each outstanding Legato Warrant was converted into an equal number of Algoma Warrants, with each warrant exercisable for one Algoma Common Share for $11.50 per share, subject to adjustment, with the exercise period beginning on November 18, 2021, the date that is 30 days following the closing of the transactions contemplated by the Merger Agreement and the PIPE Subscription Agreements ("Closing").

The unaudited pro forma condensed combined consolidated balance sheet as of June 30, 2021 assumes that the Merger occurred on June 30, 2021.

The unaudited pro forma condensed combined consolidated statements of net loss for the twelve months ended March 31, 2021 and the unaudited pro forma condensed combined consolidated statements of net loss for the three months ended June 30, 2021 give pro forma effect to the Merger as if it had occurred on April 1, 2020.

The unaudited pro forma condensed combined consolidated financial information does not purport to represent, and is not necessarily indicative of, what the actual financial condition or results of operations of the combined company would have been had the Merger taken place as at the dates indicated, nor is it indicative of the financial condition or results of operations of the combined company as of any future date.

The unaudited pro forma condensed combined consolidated financial information has been prepared using and should be read in conjunction with:

- Algoma's audited consolidated financial statements as of and for the year ended, March 31, 2021 and unaudited condensed interim financial statements and related notes as of and for the three months ended, June 30, 2021, included elsewhere in this document; and
- Legato's audited financial statements as of and for the period ended December 31, 2020 and unaudited interim condensed financial statements and related notes as of, and for the six months ended, June 30, 2021, included elsewhere in this document.

The historical financial information of Legato has been adjusted to give effect to the differences between generally accepted accounting principles in the United States ("U.S. GAAP") and International Financial Reporting Standards as issued by the International Accounting Standards Board ("IFRS") for the purposes of the condensed combined consolidated unaudited pro forma financial information. No adjustments were required to convert the Legato financial statements from U.S. GAAP to IFRS for purposes of the condensed combined consolidated unaudited pro forma financial information, except to reclassify Legato Common Stock subject to redemption as non-current liabilities under IFRS (the Legato Common Stock was presented as mezzanine equity under U.S. GAAP). The adjustments presented in the unaudited pro forma condensed combined consolidated financial information have been identified and presented to provide relevant information necessary for an understanding of the combined company after giving effect to the Merger.

The pro forma adjustments reflect the adjustments to the historical information of the Company and Legato necessary to depict the accounting for the Merger under IFRS. Algoma's management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined consolidated financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented.

The Merger was accounted for as an acquisition of assets (in exchange for shares) as the underlying transactions did not result in a business combination in accordance with IFRS 3, *Business Combinations* ("IFRS 3") as Legato does not constitute a business as defined under IFRS 3. Consequently, the Merger was accounted for under IFRS 2, *Share-Based Payment.* In the accompanying pro forma information, the net assets of Legato were recognized at its fair value, which was approximated by its carrying value, and no goodwill or other intangible assets were recorded. All direct costs of the Merger will be expensed.

The Company has been determined to be the accounting acquirer based on evaluation of the following facts and circumstances:

- Holders of Algoma Common Shares prior to the Transactions and each holder of Replacement LTIP Awards (the "Existing Algoma Investors") prior to the Merger had, immediately following the Merger, the majority voting interest in the combined entity relative to other shareholders, including following the redemptions made by Legato stockholders and will have the largest ownership interest and voting interest in the combined entity with approximately 73.6% assuming that all of the Algoma Common Shares are issued pursuant to the contingent rights to be granted to the Existing Algoma Investors to receive their pro rata portion of up to 37.5 million Algoma Common Shares if certain targets based on Earnout Adjusted EBITDA (as defined in the Merger Agreement (referenced therein as "Adjusted EBITDA")) and the trading price of the Algoma Common Shares are met (the "Earnout Rights").
- The combined company's board of directors will initially consist of up to ten directors, up to six of whom will initially be appointed by Algoma, three of whom will be initially appointed by Legato, and one of whom will be appointed as mutually agreed upon by Algoma and Legato.
- Legato and Algoma anticipate that the current executive officers and directors of Algoma Steel Inc., as of June 30, 2021, will become the executive officers and directors of Algoma following the Merger.
- Algoma is the larger entity, in terms of both revenues and total assets.

Upon consummation of the Merger and the closing of the purchases of an aggregate of 10,000,000 Algoma Common Shares and shares of Legato Common Stock subscribed for and to be purchased by certain U.S. and Canadian accredited investors within the meaning of applicable securities laws, including certain of the Founders and their affiliates (the "PIPE Investors") at a purchase price per share of $10.00 pursuant to the subscription agreements entered into by the PIPE Investors with Algoma and Legato (the "PIPE Shares"), such purchases to be consummated substantially concurrently with, and contingent upon, the consummation of the Merger (the "PIPE Financing"), the most significant changes in Algoma's future reported financial position and results of operations was an estimated increase in cash and cash equivalents (as compared to Algoma's balance sheet as at June 30, 2021) of approximately C$388.2 million ($313.3 million), including C$124 million ($100 million) in gross proceeds from the PIPE Financing and an estimated increase in other financial liabilities of C$424.3 million ($342.2), including C$433.2 million ($349.4 million) related to Earnout Rights. Total direct and incremental transaction costs of Legato and Algoma are estimated at approximately C$28.4 million ($22.9 million), a portion of which will be treated as a reduction of the cash proceeds and deducted from Algoma's share capital and a portion of which will be treated as an expense on Algoma's statement of operations.

As a consequence of the Merger, Algoma became the successor to an SEC-registered and Nasdaq-listed company, which will require Algoma to hire additional personnel and implement procedures and processes to address public company regulatory requirements and customary practices. We expect to incur additional annual expenses as a public company for, among other things, directors' and officers' liability insurance, director fees and additional internal and external accounting, legal and administrative resources, including increased audit and legal fees.

Upon consummation of the Merger, the aggregate share consideration issued by the Company in the Merger is C$376.9 million ($304.0 million), consisting of 30.3 million newly issued Algoma Common Shares valued at $10.00 per share and 24,179,000 Algoma Warrants valued at C$1.2 million ($0.9 million). The Merger is accounted for under IFRS 2, Share-Based Payment. Consequently, the difference between the fair value of the Algoma Common Shares issued to Legato stockholders and the fair value of the net assets of Legato acquired in connection with the Merger is accounted for as a listing expense. In this case, the listing expenses are significant due to the fact that the fair value of the Algoma Common Shares being issued to the Founders is substantially greater than the amount the Founders paid to acquire their shares.

The following represents the consideration at Closing:

(in thousands of C$)	Final Redemption
Algoma Common Share issuance to Legato Public Stockholders	C$292,276
Algoma Common Share issuance to Founders & EarlyBirdCapital, Inc. (“EBC”)	83,464
Algoma Warrants	1,178
Share consideration – at Closing	C$376,918
Listing Expense(1)	C$ 84,517

(1) The Merger is accounted for under IFRS 2, *Share-Based Payment*. Consequently, the difference between the fair value of the Algoma Common Shares issued to Legato stockholders and the fair value of the net assets of Legato acquired in connection with the Merger is accounted for as a listing expense.

The following summarizes the pro forma Algoma Common Shares outstanding prior to the issuance of any additional Algoma Common Shares pursuant to the Earnout Rights:

	Final Redemption
Legato Public Stockholders	23,574,284
Founders & EBC	6,732,036
PIPE Investors(1)	10,000,000
Existing Algoma Investors	75,000,000
Pro Forma Shares Outstanding(2)	115,306,320

(1) Concurrent with the Merger, the Company is expected to issue 10.0 million shares at $10.00 per share to PIPE Investors for total cash consideration of $100.0 million.

(2) Pro Forma Shares Outstanding does not give effects to warrants.

Unaudited Pro Forma Condensed Combined Consolidated Balance Sheet – As of June 30, 2021

(in millions of C$)	Algoma Steel Group Inc.	Legato Merger Corp.	Final Redemption Transaction Accounting Adjustments	Pro Forma Balance Sheet
ASSETS				
Current				
Cash	21.9	0.3	292.3(b) 124.0(d) (28.4)(e)	410.1
Restricted Cash	3.9	—		3.9
Taxes receivable	—	—		—
Accounts receivable, net	333.2	—		333.2
Inventories, net	469.5	—		469.5
Prepaid expenses and deposits	72.2	0.1		72.3
Margin payments	95.8	—		95.8
Other assets	3.1	—		3.1
Total current assets	999.6	0.4	387.9	1,387.9
Non-current				
Property, plant and equipment, net	687.4	—		687.4
Cash and marketable securities held in Trust Account	—	292.3	(292.3)(b)	—
Intangible assets, net	1.4	—		1.4
Parent company promissory note receivable	2.1	—		2.1
Other assets	6.7	—		6.7
Total non-current assets	697.6	292.3	(292.3)	697.6
Total assets	1,697.2	292.7	95.6	2,085.5
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current				
Bank indebtedness	—	—		—
Accounts payable and accrued liabilities	194.1	—		194.1
Taxes payable and accrued taxes	19.9	—		19.9
Current portion of long-term debt	14.0	—		14.0
Current portion of governmental loans	2.5	—		2.5
Current portion of environmental liabilities	4.2	—		4.2
Other financial liabilities	—	—	433.2(f) (8.9)(g)	424.3
Derivative financial instruments	97.7	—		97.7
Total current liabilities	332.4	—	424.3	756.7
Non-current liabilities				
Long-term debt	429.2	—		429.2
Warrant liability	—	1.5		1.5
Long-term governmental loans	85.9	—		85.9

(*in millions of C$*)	Algoma Steel Group Inc.	Legato Merger Corp.	Final Redemption Transaction Accounting Adjustments	Pro Forma Balance Sheet
Accrued pension liability	143.8	—		143.8
Accrued other post-employment benefit obligation	305.3	—		305.3
Other long-term liabilities	2.5	—		2.5
Environmental liabilities	35.8	—		35.8
Common stock subject to possible redemption	—	285.0	(285.0)(c)	—
Total non-current liabilities	1,002.5	286.5	(285.0)	1,004.0
Total liabilities	1,334.9	286.5	139.9	1,760.7
Common stock subject to possible redemption	—			—
Shareholders' equity				
Common stock subject to possible redemption	—	—		—
Historical – Algoma Common Shares: no par value – unlimited shares authorized and 100,000,002 shares issued and outstanding as of June 30, 2021	409.5	—	375.7(c)	
			124.0(d)	
Pro Forma – Algoma Common Shares: no par value – unlimited shares authorized		—	(1.9)(e)	907.3
Historical – Shares of Legato Common Stock: $0.0001 par value – 60,000,000 shares authorized and 7,195,458 shares issued and outstanding (excluding 23,111,578 shares subject to possible redemption) as of June 30, 2021	—	—		
Accumulated other comprehensive income	(6.9)	—		(6.9)
Contributed surplus	5.3	7.4	(7.4)(c)	31.7
			26.4(g)	
Retained Earnings (Accumulated deficit)		(1.2)	1.2(c)	—
Deficit	(45.6)	—	(84.5)(c)	(607.4)
			(26.5)(e)	
			(433.2)(f)	
			(17.5)(g)	
Total shareholders' equity	362.3	6.2	(44.7)	324.8
Total liabilities and shareholders' equity	1,697.2	292.7	95.6	2,085.5

Unaudited Pro Forma Condensed Combined Consolidated Statement of Net Loss– For the Twelve Months Ended March 31, 2021

(*in millions of C$*)	Algoma Steel Group Inc.	Legato Merger Corp.	Final Redemption Transaction Accounting Adjustments		Pro Forma Income Statement
Revenue	1,794.9	—			1,794.9
Operating expenses					
Cost of sales	1,637.7	—			1,637.7
Administrative and selling expenses	72.4	0.3	25.8	1(c)	98.5
Profit (loss) from operations	84.8	(0.3)	(25.8)		58.7
Other (income) and expenses					
Finance income	(1.1)				(1.1)
Investment income on Trust Account	—	(0.0)			(0.0)
Change in fair value of warrants	—	(0.6)			(0.6)
Finance costs	68.5	0.0			68.5
Interest on pension and other post-employment benefit obligations	17.0	—			17.0
Foreign exchange loss (gain)	76.5	—			76.5
Transaction costs	—	—	31.3	1(a)	119.9
			88.6	1(b)	
(Loss) income before income taxes	(76.1)	0.3	(145.7)		(221.5)
Income tax recovery	—	—	—		—
Net (loss) income	(76.1)	0.3	(145.7)		(221.5)
Weighted average shares outstanding of common stock – basic	100,000,002	5,024,345			115,306,320
Weighted average shares outstanding of common stock – diluted	100,000,002	5,024,345			115,306,320
Basic net loss per share	$ (0.76)	$ (0.06)			$ (1.92)
Diluted net loss per share	$ (0.76)	$ (0.06)			$ (1.92)

Unaudited Pro Forma Condensed Combined Consolidated Statement of Net Income (Loss) – For the Three Months Ended June 30, 2021

(in millions of C$)	Algoma Steel Group Inc.	Legato Merger Corp.	Final Redemption Transaction Accounting Adjustments		Pro Forma Income Statement
Revenue	789.1	—			789.1
Operating expenses					
Cost of sales	510.2	—			510.2
Administrative and selling expenses	26.7	0.4	(8.5)	2(b)	18.6
Profit (loss) from operations	252.2	(0.4)	8.5		260.3
Other (income) and expenses					
Finance income	—	—			—
Investment income on Trust Account	—	—			—
Change in fair value of warrants	—	—			—
Finance costs	15.1	1.1			16.2
Interest on pension and other post-employment benefit obligations	2.9	—			2.9
Foreign exchange loss (gain)	10.0	—			10.0
Transaction costs	2.9	—	(2.9)	2(a)	—
(Loss) income before income taxes	221.3	(1.4)	11.4		231.3
Income tax recovery	17.7	—	—		17.7
Net (loss) income	203.6	(1.4)	11.4		213.6
Weighted average shares outstanding of common stock – basic	100,000,002	6,732,036			115,306,320
Weighted average shares outstanding of common stock – diluted	100,000,002	6,732,036			115,306,320
Basic net income (loss) per share	$ 2.04	$ (0.21)			$ 1.85
Diluted net income (loss) per share	$ 2.04	$ (0.21)			$ 1.85

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED FINANCIAL INFORMATION

1. Basis of Presentation

The unaudited pro forma condensed combined consolidated balance sheet as of June 30, 2021 assumes that the Merger occurred on June 30, 2021. The unaudited pro forma condensed combined consolidated statement of net loss have been prepared as if the Merger occurred on April 1, 2020.

The pro forma adjustments reflecting the consummation of the Merger are based on certain currently available information and certain assumptions and methodologies that Algoma believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available and is evaluated. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments and it is possible the differences may be material. Algoma believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the consummation of the Merger based on information available to management at the time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined consolidated financial information.

The unaudited pro forma condensed combined consolidated financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the Merger taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the combined company. They should be read in conjunction with the financial statements and notes thereto of each of Legato and Algoma included elsewhere in this document.

2. Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined consolidated financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the Merger.

The historical financial information of Legato has been adjusted to give effect to the differences between U.S. GAAP and IFRS as issued by the IASB for the purposes of the combined unaudited pro forma financial information. No adjustments were required to convert the Legato financial statements from U.S. GAAP to IFRS for purposes of the combined unaudited pro forma financial information, except to classify Legato Common Stock subject to redemption as non-current liabilities under IFRS. The adjustments presented in the unaudited pro forma combined financial information have been identified and presented to provide relevant information necessary for an understanding of the combined company after giving effect to the Merger. Additionally, the historical financial information of Legato was presented in US dollars. The balance sheet as at June 30, 2021 was translated at a spot exchange rate of C$1.239 = $1.00. The condensed statements of operations for the twelve months ended March 31, 2021 were translated at the average exchange rate of C$1.306 = $1.00, and the condensed statements of operations for the three months ended June 30, 2021 were translated at the average exchange rate of C$1.2282 = $1.00.

Legato Merger Corp. Statement of Net Income for the period from June 26, 2020 through March 31, 2021

	For the period from June 26, 2020 through December 31, 2020 (US$)	Three months ended March 31, 2021 (US$)	Foreign Exchange Rate (*in millions*)	in C$
General and administrative costs	0.0	0.2	1.31	0.3
Financing cost – derivative warrant liabilities	—	0.0	1.31	0.0
Loss from operations	(0.0)	(0.2)		(0.3)
Other (income):				
Change in fair value of warrants		(0.4)	1.31	(0.6)
Investment income on Trust Account		(0.0)	1.31	(0.0)
Income before income tax provision	(0.0)	0.2		0.3
Provision for income taxes	—	—	1.31	—
Net income	(0.0)	0.2		0.3

Legato Merger Corp. Statement of Net Income for the period from April 1, 2021 through June 30, 2021

	For the period from April 1, 2021 through June 30, 2021 (US$)	Foreign Exchange Rate (*in millions*)	in C$
General and administrative costs	0.3	1.23	0.4
Financing cost – derivative warrant liabilities	0.9	1.23	1.1
Loss from operations	(1.2)		(1.4)
Other (income):			
Change in fair value of warrants		1.23	—
Investment income on Trust Account		1.23	—
Income before income tax provision	(1.2)		(1.4)
Provision for income taxes	—	1.23	—
Net loss	(1.2)		(1.4)

Legato Merger Corp Balance Sheet as at June 30, 2021

	US$	Foreign Exchange Rate (*in millions*)	C$	Adjustments for US GAAP to IFRS Conversion		Legato Merger Corp Balance Sheet (in C$ under IFRS)
ASSETS						
Current						
Cash	0.2	1.24	0.3			0.3
Prepaid expenses and deposits	0.1	1.24	0.1			0.1
Total current assets	0.3		0.4			0.4
Non-current						
Cash and marketable securities held in Trust Account	235.8	1.24	292.3			292.3
Total non-current assets	235.8		292.3			292.3
Total assets	**236.1**		**292.7**			**292.7**
LIABILITIES AND STOCKHOLDERS' EQUITY						
Current						
Taxes payable and accrued taxes	—	1.24	0.0			0.0
Total current liabilities	—		0.0			0.0
Non-current liabilities						
Warrant liability	1.2	1.24	1.5			1.5
Common stock subject to possible redemption	—		0.0	285.0	(a)	285.0
Total non-current liabilities	1.2		1.5			286.5
Total liabilities	1.2		1.5			286.5
Common stock subject to possible redemption	229.9	1.24	285.0	(285.0)	(a)	—
Stockholders' equity						
Additional paid-in capital	6.0	1.24	7.4			7.4
Retained Earnings (Accumulated deficit)	(1.0)	1.24	(1.2)			(1.2)
Total stockholders' equity	**5.0**		**6.2**			**6.2**
Total liabilities and stockholders' equity	236.1		292.7			292.7

Algoma and Legato did not have any intercompany transactions, accordingly, no pro forma adjustments were required to eliminate activities between the companies.

The pro forma basic and diluted loss per share amounts presented in the unaudited pro forma condensed combined consolidated statement of net loss are based upon the number of Algoma Common Shares outstanding, assuming the Merger occurred on April 1, 2020.

Adjustments to Unaudited Pro Forma Condensed Consolidated Combined Balance Sheet as of June 30, 2021

The adjustments included in the unaudited pro forma condensed combined consolidated balance sheet as of June 30, 2021 are as follows:

a. Legato's Common Stock subject to possible redemption balance of C$285.0 million ($229.9 million) was classified as a temporary equity under U.S. GAAP and should be classified as a liability under IFRS because the right to redeem was at the option of the holder.

b. To reclassify cash and marketable securities held in the Trust Account of C$292.3 million ($235.8 million) that becomes available in connection with the Merger.

c. To record the fair value of the Algoma Common Shares issued to Legato stockholders in connection with the Merger in the amount of C$375.7 million ($303.0 million). Legato Common Stock previously subjected to possible redemption will become part of the permanent share capital of the combined entity, resulting in an adjustment of C$285.0 million ($229.9 million) to Legato Common Stock subject to possible redemption. The difference between the fair value of the Algoma Common Shares issued to Legato stockholders and the fair value of the net assets of Legato acquired in connection with the Merger is a listing expense in the amount of C$84.5 million ($68.2 million).

d. To record the C$124.0 million ($100.0 million) investment pursuant to the PIPE Subscription Agreement.

e. To reflect payment of the estimated C$28.4 million ($22.9 million) of non-recurring Merger-related expenses. Of those expenses, C$1.9 million ($1.5 million) was related to the issuance of Algoma Common Shares and was reflected as a reduction of share capital.

f. To record the derivative liability related to the Earnout Rights granted to the existing shareholders of Algoma in the amount of C$433.2 million ($349.4 million) pursuant to First Earnout Event, Second Earnout Event, Third Earnout Event and Fourth Earnout Event. Algoma currently expects that the full amount of the earnout will be awarded, however, has not reflected any revaluations of the liability that may occur prior to its settlement in the pro forma condensed combined consolidated financial information as such amounts cannot be estimated.

   The fair value of the financial liability has been estimated using the fair value of the shares expected to be issued, discounted at the weighted-average cost of capital of Algoma as at June 30, 2021. A C$1.24 ($1.00) increase or decrease in the share value will increase or decrease the liability by approximately C$43.3 million ($34.9 million).

g. To recognize the impact on the fair value measurement of the rights issued to eligible management shareholders in exchange for vested awards granted under the Long-Term Incentive Plan adopted by Algoma Steel Holdings Inc. effective as of May 13, 2021, and the cancellation of unvested awards as a result of the Merger, in the amount of C$17.5 million ($14.1 million).

Adjustments to Unaudited Pro Forma Condensed Combined Consolidated Statement of Net Loss for the twelve months ended March 31, 2021 and for the three months ended June 30, 2021

The unaudited pro forma condensed combined consolidated statement of net loss for the twelve months ended March 31, 2021 and the unaudited pro forma condensed combined consolidated statement of net loss for the three months ended June 30, 2021 give effect to the Merger as if it had been completed on April 1, 2020.

(1) The pro forma adjustments included in the unaudited pro forma condensed combined consolidated statement of net loss for the twelve months ended March 31, 2021 are as follows:

a. To reflect payment of the estimated C$31.3 million ($26.1 million) of non-recurring Merger-related expenses. Of those expenses C$1.9 million ($1.5 million) was related to the issuance of Algoma Common Shares and was reflected as a reduction of share capital.

b. To record the listing expense resulting from the difference between the fair value of the Algoma Common Shares issued to Legato stockholders and the fair value of the net assets of Legato acquired in connection with the Merger in the amount of C$88.6 million ($67.0 million).

c. To recognize the impact on the fair value measurement of the rights issued to eligible management shareholders in exchange for vested awards granted under the LTIP adopted by Algoma Steel Holdings Inc. effective as of May 13, 2021, and the cancellation of unvested awards as a result of the Merger, in the amount of C$25.8 million ($19.5 million).

(2) The pro forma adjustments included in the unaudited pro forma condensed combined consolidated statement of net loss for the three months ended June 30, 2021 are as follows:

a. To reverse non-recurring Merger-related expenses accrued in the current period of C$2.9 million ($2.2 million) that have already been reflected in pro forma adjustments in the unaudited pro forma condensed combined consolidated statement of net loss for the twelve months ended March 31, 2021.

b. To reverse the share-based payment expense of C$8.5 million ($6.4 million) recognized in the current period for the LTIP adopted by Algoma Steel Holdings Inc. effective as of May 13, 2021. The adjustment for the fair value measurement of the rights issued to eligible management shareholders in exchange for vested awards, and the cancellation of unvested awards as a result of the Merger was reflected as a pro forma adjustment in the unaudited pro forma condensed combined consolidated statement of net loss for the twelve months ended March 31, 2021.

3. Income (Loss) per Share

Represents the net earnings per share calculated using the weighted average of Algoma Common Shares and the issuance of additional Algoma Common Shares in connection with the Merger, assuming the Algoma Common Shares were outstanding since April 1, 2020. As the Merger is being reflected as if it had occurred at the beginning of the period presented, the calculation of weighted average Algoma Common Shares outstanding for basic and diluted net loss per ordinary share assumes that the Algoma Common Shares issuable in connection with the Merger have been outstanding for the entire period presented.

The unaudited pro forma condensed combined consolidated financial information has been prepared assuming that it is prior to the issuance of any additional Algoma Common Shares pursuant to the Earnout Rights, for the three months ended June 30, 2021 and the twelve months ended March 31, 2021:

As of and for the three month period ended June 30, 2021	Legato	Algoma	Algoma Post-Stock Split	Final Redemption
Book Value per Share:				
Total shareholders' equity (deficit)	$6,200,000	$362,300,000	$362,300,000	$324,778,877
Number of Outstanding Shares	7,319,888	100,000,002	75,000,000	115,306,320
Book Value per Share	$ 0.85	$ 3.62	$ 4.83	$ 2.82
Weighted average shares outstanding, basic and diluted (anti-dilutive for loss position):				
Net loss per share – basic and diluted (anti-dilutive for loss position)				
Net income (loss)	$1,444,363	$203,600,000	$203,600,000	$213,555,637
Total outstanding shares	6,732,036	100,000,002	75,000,000	115,306,320
Weighted average shares outstanding and net loss per share	$ (0.21)	$ 2.04	$ 2.71	$ 1.85

As of and for the year ended March 31, 2021	Legato	Algoma	Algoma Post-Stock Split	Final Redemption
Book Value per Share:				
Total shareholders' equity (deficit)	$6,300,000	$173,800,000	$173,800,000	$ 140,800,000
Number of Outstanding Shares	7,195,458	100,000,002	75,000,000	115,306,320
Book Value per Share	$ 0.88	$ 1.74	$ 2.32	$ 1.22
Weighted average shares outstanding, basic and diluted (anti-dilutive for loss position):				
Net loss per share – basic and diluted (anti-dilutive for loss position)				
Net income (loss)	$ 300,000	$ (76,100,000)	$ (76,100,000)	$(221,500,000)
Total outstanding shares	5,024,345	100,000,002	75,000,000	115,306,320
Weighted average shares outstanding and net loss per share	$ 0.06	$ (0.76)	$ (1.01)	$ (1.92)

As a result of pro forma net loss, the earnings per share amounts exclude the dilutive impact from the 37.5 million Earnout Rights granted to existing Algoma shareholders as part of the Merger Agreement, and 24,179,000 Algoma Common Shares issuable to existing Legato stockholders upon conversion of warrants. For the three month period ended June 30, 2021, when there is pro forma net income, the earnings per share amounts also exclude the dilutive impact of the Earnout Rights because such rights are issuable pursuant to a contingent event that has not yet occurred, as well as the Algoma Common Shares issuable to existing Legato stockholders upon conversion of warrants as they are anti-dilutive.

Exhibit 15.2

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Shell Company Report on Form 20-F of our report dated July 6, 2021 relating to the financial statements of Algoma Steel Group Inc., appearing in the Registration Statement No. 333-257732 on Form F-4 of Algoma Steel Group Inc. We also consent to the reference to us under the heading “Statement by Experts” in such Report.

/s/ Deloitte LLP

Chartered Professional Accountants
Licensed Public Accountants

October 22, 2021

Exhibit 15.3

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the use in this Shell Company Report on Form 20-F of our report dated January 11, 2021, relating to the financial statements of Legato Merger Corp. We also consent to the reference to us under the caption "Statement by Experts" in the Shell Company Report.

/s/ WithumSmith+Brown, PC

New York, New York

October 22, 2021