

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2013-01-28**
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FILED BY

CANADA PENSION PLAN INVESTMENT BOARD

CIK:[1283718](#) | IRS No.: [980361334](#) | State of Incorporation: **A6** | Fiscal Year End: **0331**
Type: **SC 13D/A**

Mailing Address
*ONE QUEEN STREET EAST
STE 2700
TORONTO ONTARIO A6 0000*

SUBJECT COMPANY

HALCON RESOURCES CORP

CIK:[1282648](#) | IRS No.: [200700684](#) | State of Incorporation: **DE** | Fiscal Year End: **1231**
Type: **SC 13D/A** | Act: **34** | File No.: [005-79873](#) | Film No.: [13550873](#)
SIC: **1311** Crude petroleum & natural gas

Mailing Address
*1000 LOUISIANA STREET,
SUITE 6700
HOUSTON TX 77002*

Business Address
*1000 LOUISIANA STREET,
SUITE 6700
HOUSTON TX 77002
832-538-0300*

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)

Halcón Resources Corporation
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

40537Q209
(CUSIP Number)

John Butler
One Queen Street East, Suite 2500
Toronto, ON M5C 2W5
(416) 868-1171

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

January 18, 2013
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

1	Name of Reporting Person Canada Pension Plan Investment Board
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC use only
4	Source of Funds OO
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>
6	Citizenship or Place of Organization Canada
Number of Shares Beneficially Owned by Each Reporting Person With	7 Sole Voting Power: 7,800 shares (See Items 3 and 5)
	8 Shared Voting Power: 41,899,441 shares (See Items 3 and 5)
	9 Sole Dispositive Power: 7,800 shares (See Items 3 and 5)
	10 Shared Dispositive Power: 41,899,441 shares (See Items 3 and 5)
11	Aggregate Amount Beneficially Owned by each Reporting Person: 41,907,241 shares (See Items 3 and 5)
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 11.4%*
14	Type of Reporting Person CO

* The calculation is based on a total of 366,937,861 shares of common stock outstanding as of January 18, 2013.

1	Name of Reporting Person CPP Investment Board PMI-2 Inc.	
2	Check the appropriate box if a member of a group (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC use only	
4	Source of Funds OO	
5	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e) <input type="checkbox"/>	
6	Citizenship or Place of Organization Canada	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power: 0
	8	Shared Voting Power: 41,899,441 shares (See Items 3 and 5)
	9	Sole Dispositive Power: 0
	10	Shared Dispositive Power: 41,899,441 shares (See Items 3 and 5)
11	Aggregate Amount Beneficially Owned by each Reporting Person: 41,899,441 shares (See Items 3 and 5)	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11) 11.4%*	
14	Type of Reporting Person CO	

* The calculation is based on a total of 366,937,861 shares of common stock outstanding as of January 18, 2013.

SCHEDULE 13D

This Amendment No. 1 to Schedule 13D (this "Amendment") amends the information provided in the Schedule 13D (the "Original Schedule 13D") filed with the Securities and Exchange Commission (the "Commission") by Canada Pension Plan Investment Board ("CPPIB") and CPP Investment PMI-2 Inc. ("CPPIB PMI-2," and collectively with CPPIB the "Reporting Persons") on December 17, 2012.

Item 1. Security and Issuer.

No modification is made to Item 1 of the Original Schedule 13D.

Item 2. Identity and Background

No modification is made to Item 2 of the Original Schedule 13D.

Item 3. Sources and Amount of Funds or Other Consideration

Item 3 of the Original Schedule 13D is hereby amended by adding the following information:

Pursuant to a Non-Employee Director Restricted Stock Agreement, effective December 6, 2012 (the "Restricted Stock Agreement"), the Issuer issued 7,800 shares of Common Stock to CPPIB. CPPIB is an employer of Kevin Godwin, a non-employee director of the Issuer. CPPIB and Mr. Godwin entered into a Declaration of Trust dated December 6, 2012 (the "Declaration of Trust"), pursuant to which CPPIB and Mr. Godwin agreed that any options or other rights to acquire securities that would otherwise be paid or given to Mr. Godwin by the Issuer as a result of his service as a director of the Issuer shall instead be issued to CPPIB.

References to, and descriptions of, the Declaration of Trust as set forth in this Item 3 are qualified in their entirety by reference to the Declaration of Trust filed as Exhibit C to this Amendment, which is incorporated in its entirety in this Item 3.

Item 4. Purpose of Transaction

Part (a) of Item 4 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(a) Pursuant to the Declaration of Trust, CPPIB and Mr. Godwin agreed that any options or other rights to acquire securities that would otherwise be paid or given to Mr. Godwin by the Issuer as a result of his service as a director of the Issuer shall instead be issued to CPPIB.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

(a) - (b) The aggregate number and percentage of shares of units beneficially owned by the Reporting Persons are as follows:

CPPIB

(a) Amount beneficially owned: 41,907,241 shares Percentage: 11.4%

(b) Number of shares to which the Reporting Person has:

- i. Sole power to vote or to direct the vote: 7,800 shares
- ii. Shared power to vote or to direct the vote: 41,899,441 shares
- iii. Sole power to dispose or to direct the disposition of: 7,800 shares
- iv. Shared power to dispose or to direct the disposition of: 41,899,441 shares

CPPIB PMI-2

(a) Amount beneficially owned: 41,899,441 units Percentage: 11.4%

(b) Number of shares to which the Reporting Person has:

- i. Sole power to vote or to direct the vote: 0
- ii. Shared power to vote or to direct the vote: 41,899,441 shares
- iii. Sole power to dispose or to direct the disposition of: 0
- iv. Shared power to dispose or to direct the disposition of: 41,899,441 shares

(c) Except as described in Item 3 above or elsewhere in this Schedule 13D, none of the Reporting Persons or, to the Reporting Persons' knowledge, the Covered Persons has effected any transactions in the Common Stock during the past 60 days.

(d) None

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

Item 6 of the Original Schedule 13D is hereby amended and restated in its entirety as follows:

The information provided or incorporated by reference in Item 3 and Item 4 is hereby incorporated by reference herein.

Stockholders Agreement

The information in Item 4(d) with respect to the Stockholders Agreement and CPPIB PMI-2' s rights regarding the appointment of directors to the Board is incorporated into this Item 6 by reference.

Pursuant to Section 2(g) of the Stockholders Agreement, at any meeting of the stockholders of the Issuer regarding the transactions contemplated by the Reorganization and Interest Purchase Agreement by and among Petro-Hunt, L.L.C., Pillar Energy, LLC and Halcón Energy Properties, dated as of October 19, 2012 (filed as Exhibit 2.1 to the Issuer' s current report on Form 8-K filed with the Commission on October 22, 2012), CPPIB PMI-2 agreed to vote its shares in favor of any action proposed to be taken by the stockholders of the Issuer at such meeting, including (i) the approval of an amendment to the Issuers' Amended and Restated Certificate of Incorporation to increase the number of shares of Common Stock authorized for issuance thereunder and (ii) the approval of the conversion of the Issuer' s convertible preferred stock issued to Petro-Hunt, L.L.C. and Pillar Energy, LLC (the "Petro-Hunt Transactions"). At a special meeting of the stockholders of the Issuer held on January 17, 2013, CPPIB PMI-2 voted its shares in favor of the Petro-Hunt Transactions. The Petro-Hunt Transactions were approved by the shareholders of the Issuer at this special meeting. As a result, the outstanding shares of Common Stock were increased to 366,937,861, reducing the Common Stock beneficial ownership percentages of each of CPPIB and CPPIB PMI-2 to approximately 11.4%.

In addition, pursuant to Section 2(f) of the Stockholders Agreement, for so long as CPPIB PMI-2 and its affiliates beneficially own more than 5% of the Issuer' s outstanding Common Stock, CPPIB PMI-2 will have the right to purchase a pro rata portion of any equity securities that the Issuer may issue or sell, subject to certain exceptions.

Restricted Stock Agreement

The information in Item 3 with respect to the Restricted Stock Agreement and the issuance of Common Stock to CPPIB thereunder is incorporated into this Item 6 by reference.

Declaration of Trust

The information in Items 3 and 4(a) with respect to the Declaration of Trust and the obligations of Mr. Godwin thereunder is incorporated into this Item 6 by reference.

References to, and descriptions of, the Stockholders Agreement and the Declaration of Trust as set forth in this Item 6 are qualified in their entirety by reference to the Stockholders Agreement, filed as Exhibit 10.1 to the Issuer's current report on Form 8-K filed with the Commission on December 11, 2012 and the Declaration of Trust filed as Exhibit C to this Amendment, which is incorporated in its entirety in this Item 6.

Item 7. Material to be Filed as Exhibits.

- | | |
|-----------|---|
| Exhibit A | Joint Filing Agreement dated December 17, 2012 (attached as Exhibit A to the Schedule 13D filed by the Reporting Persons (File No. 005-79873) with the Commission on December 17, 2012 and incorporated herein by reference). |
| Exhibit B | Stockholders Agreement by and between Halcón Resources Corporation and CPP Investment Board PMI-2 Inc., dated as of December 6, 2012 (attached as Exhibit 10.1 to the Issuer's current report on Form 8-K (File No. 001-35467), filed with the Commission on December 11, 2012 and incorporated herein by reference). |
| Exhibit C | Declaration of Trust between Kevin Godwin and Canada Pension Plan Investment Board, dated December 6, 2012 (filed herewith). |

SIGNATURES

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: January 28, 2013

**CANADA PENSION PLAN INVESTMENT
BOARD**

By: /s/ John Butler
Name: John Butler
Title: Senior Vice President - General Counsel and
Corporate Secretary

CPP INVESTMENT BOARD PMI-2 INC.

By: /s/ John Butler
Name: John Butler
Title: Secretary and Director

Schedule I

The following sets forth the name, business address, and present principal occupation and citizenship of each manager, executive officer and controlling person of the Reporting Persons.

Directors of CPPIB

Robert Astley

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Ian Bourne

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Robert Brooks

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada, Ireland

Pierre Choquette

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Michael Goldberg

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada, United States

Peter Hendrick

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Nancy Hopkins

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Douglas Mahaffy

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Heather Munroe-Blum

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Karen Sheriff

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada, United States

D. Murray Wallace

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada

Jo Mark Zurel

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Director

Citizenship: Canada, South Africa

Officers of CPPIB

Mark Wiseman

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: President and Chief Executive Officer

Citizenship: Canada

André Bourbonnais

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - Private Investments

Citizenship: Canada

John Butler

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - General Counsel and Corporate Secretary

Citizenship: Canada

Graeme Eadie

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - Real Estate Investments

Citizenship: Canada

Michel Leduc

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - Public Affairs and Communications

Citizenship: Canada

Mark Machin

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - Investments (Asia/Pacific) and President (CPPIB Asia Inc.)

Citizenship: Great Britain

Saylor Millitz-Lee

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - Human Resources

Citizenship: Canada

Donald Raymond

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President and Chief Investment Strategist

Citizenship: Canada

Benita Warmbold

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5
Principal Occupation: Senior Vice President and Chief Operations Officer
Citizenship: Canada, Germany

Eric Wetlaufer

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President - Public Market Investments

Citizenship: United States

Nicholas Zelenczuk

c/o Canada Pension Plan Investment Board, One Queen Street East, Suite 2500, Toronto, ON M5C 2W5

Principal Occupation: Senior Vice President and Chief Financial Officer

Citizenship: Canada

Directors of CPPIB PMI-2

Mark Wiseman

(See above)

John Butler

(See above)

Officers of CPPIB PMI-2

Mark Wiseman

(See above)

John Butler

(See above)

DECLARATION OF TRUST

This Agreement made the 6th day of December, 2012.

BETWEEN:

KEVIN GODWIN, of the City of Toronto, in the Province of Ontario (hereinafter referred to as the “**Director**”)

- and -

CANADA PENSION PLAN INVESTMENT BOARD, a federal Crown corporation (hereinafter referred to as “**CPPIB**”)

WHEREAS the Director is an employee of CPPIB; and

WHEREAS CPP Investment Board PMI-2 Inc. has an investment in Halcón Resources Corporation (“**Halcón**”) and the Director is acting as a director of Halcón at the request of and on behalf of CPPIB; and

WHEREAS the Director and CPPIB have agreed that all directors’ fees, consulting fees or any other compensation (including options or other rights to acquire securities) received from or on behalf of Halcón as a result of the Director serving as a director, officer or consultant of Halcón shall be paid or given to CPPIB directly by Halcón. To the extent that all or any part of such amounts are paid or given to the Director directly by Halcón, such amount shall be held in trust by the Director for the sole benefit of CPPIB;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Declaration of Trust

The Director hereby acknowledges and agrees that all directors’ fees, consulting fees or any other compensation (including options or other rights to acquire securities) received from or on behalf of Halcón that are paid or given to the Director as a result of the Director serving as a director, officer or consultant of Halcón (“**Compensation**”), shall be and are held in trust by the Director for the sole benefit of CPPIB. The Director further acknowledges and agrees that any Compensation received prior to the date hereof has been held in trust by the Director for the sole benefit of CPPIB from the date of receipt of such Compensation.

2. Director’ s Acknowledgements

(a) The Director acknowledges and agrees that:

- (i) he has no beneficial interest or rights whatsoever in or with respect to any Compensation whether in cash or otherwise, as well as any proceeds arising therefrom in connection with any sale or other disposition of any Compensation, does not in any manner belong to him or form part of his estate, or constitute amounts or property over which he has any obligations or control, except as set out in this Agreement, but are the property of CPPIB for its own use absolutely; and

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- (ii) in the event that he has received or receives any benefit, right or property in connection with any Compensation, he has received and holds and will receive and hold such on behalf of and as agent for CPPIB, and he undertakes to account to CPPIB fully and according to its wishes and directions for any such benefit, right or property.

3. Compensation Agreements

The parties acknowledge that the Consideration may be subject to and governed by various agreements and documents (the "Compensation Agreements") and the Director agrees to consult with CPPIB in advance in respect of all decisions required to be made by the Director pursuant to the Compensation Agreements with a view to reaching a mutually agreeable course of action to be taken in respect of such decision, failing which the Director shall make the decision recommended by CPPIB.

4. Director's Covenants

The Director covenants and agrees:

- (a) that he will not:
 - (i) sell, assign, transfer, convey, encumber or surrender any Compensation other than to CPPIB; or
 - (ii) permit any Compensation to become in any way charged, encumbered or affected by any act or omission of the Director;
- (b) in respect of any Consideration represented by securities:
 - (i) that he will account to CPPIB for all dividends, rights or income which he may receive in respect of such securities and will forthwith remit such dividends, rights or income to CPPIB;
 - (ii) that he will vote such securities at all meetings of the issuer of such securities in accordance with the instructions of CPPIB and he will, upon request of CPPIB, execute from time to time such instruments of proxy in favour of CPPIB or, upon the written instructions of CPPIB, such person, firm or corporation designated by CPPIB;
 - (iii) to use his commercially reasonable efforts to assign, transfer and convey registrable title to any such securities to CPPIB, within ten (10) business days of receipt of a written request from CPPIB to do so, subject to any restrictions in applicable securities law or the terms of any relevant Compensation Agreement; and
 - (iv) to sell any such securities or to exercise any such convertible securities, within ten (10) business days of receipt from CPPIB of a written request to do so and, in the case of the exercise of convertible securities for cash, sufficient funds to effect such exercise;

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- (c) that he will hold all Compensation on behalf of CPPIB and will do all necessary acts and execute all necessary documents to transfer legal title to any Compensation to CPPIB, within ten (10) business days of receipt of a written request from CPPIB to do so;
 - (d) to deliver to CPPIB any cash amounts received as or realized from Compensation (including amounts realized on the sale of securities) within ten (10) business days following receipt of such amounts, and the Director shall not be entitled to set off against such amounts any Compensation Expenses (as defined below);
 - (e) to provide copies of all Compensation Agreements to CPPIB within ten (10) business days of receipt of same by the Director; and
 - (f) to keep and maintain true and accurate books, records and accounts relating to the Compensation and provide access in respect of same to CPPIB.

5. Reimbursement of Expenses

CPPIB shall reimburse the Director for any arm's length third party costs and expenses reasonably incurred by the Director in respect of Compensation including taxes paid by the Director in respect of Compensation and fees for legal and other professional services rendered to the Director in respect of matters related to Compensation, other than as a result of any dispute under this Agreement (collectively, "Compensation Expenses"). The Director may deliver to CPPIB a statement of Compensation Expenses at any time and from time to time, provided that any statements in respect of Compensation Expenses incurred by the Director in any given calendar year shall be delivered to CPPIB no later than the end of February in the next calendar year. CPPIB shall deliver a cheque to the Director for the amount of Compensation Expenses in any such statement within ten (10) business days of receipt of same by CPPIB.

6. Indemnification of Director

CPPIB covenants and agrees to indemnify and save harmless the Director from all costs, actions, demands, charges and expenses of any nature whatsoever whether directly or indirectly resulting from or attributable to the Director holding the Compensation in trust for CPPIB, unless caused by the gross negligence, bad faith or wilful or wanton misconduct of the Director.

7. Ceasing to Act for Investment Company

If the Director resigns or is removed as a director and officer of Halcón, the Director shall immediately give notice to CPPIB of such resignation or removal and any Compensation received or held by the Director from Halcón. The Director shall, if requested by CPPIB, take any action and sign any documents that may be required by the Director in order that CPPIB may realize the benefit of Compensation not yet delivered to CPPIB, forthwith after being requested to do so, at the expense of CPPIB.

8. Ceasing to Act for CPPIB

If the Director resigns or his employment with CPPIB is terminated, the Director shall deliver to CPPIB on the effective date of the resignation or termination:

- (a) any cash Compensation not yet delivered to CPPIB;
- (b) a statement of any Compensation Expenses not yet delivered to CPPIB;
- (c) copies of books of account and records kept by the Director pursuant hereto; and
- (d) all Compensation Agreements.

The Director shall, if requested by CPPIB, take any action and sign any documents that may be required by the Director in order that CPPIB may realize the benefit of Compensation not yet delivered to CPPIB, forthwith after being requested to do so, at the expense of CPPIB. Upon compliance with the obligations set out above, CPPIB shall deliver to the Director a cheque for any Compensation Expenses not previously paid to the Director.

9. Term

This Agreement shall continue until all obligations hereunder have been fulfilled.

10. Notices

Any notice, direction or request required or permitted to be given hereunder shall be in writing and shall be given by personal service, electronic mail or regular mail with postage fully pre-paid, as follows:

To the Director:

Mr. Kevin Godwin
c/o Canada Pension Plan Investment Board
One Queen Street East, Suite 2500
Toronto, Ontario M5C 2W5
Fax No. (416) 868-4083
email: kgodwin@cppib.ca

To CPPIB:

Canada Pension Plan Investment Board
One Queen Street East, Suite 2500
Toronto, Ontario M5C 2W5
Attention: John Butler

Fax No. (416) 868-4760
email: jbutler@cppib.ca

Any notice, direction or request delivered personally shall be deemed to be received by and given to the addressee on the day of delivery. Any notice, direction or request delivered by telecopier or email shall be deemed to be received by and given to the addressee on the day of delivery if sent during normal business hours on a business day or if sent otherwise, on the next business day. Any notice, direction or request mailed as aforesaid shall be deemed to have been received by and given to the addressee on the third business day following the date of mailing except in the event of a disruption of postal service, in which event notice shall be delivered personally or given by telecopier or e-mail. Any party hereto may from time to time change its address for service herein by giving written notice to the other parties.

11. Further Assurances

The parties agree to execute and deliver such further documents and do such things as may be necessary in order to give full effect to this Agreement.

12. Time of Essence

Time shall be of the essence of this Agreement.

13. Enurement

This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective heirs, legal personal representatives, successors and permitted assigns. This Agreement may be assigned by CPPIB on notice to the Director but may not be assigned by the Director.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters hereunder.

15. Interpretation

All words used herein in the male gender shall be deemed to include all genders, corporations and Corporations, and the singular number shall include the plural number, as the case may be, whenever the context so requires.

16. Execution

This Agreement may be executed in any number of counterparts, including facsimile counterparts, with the same effect as if the parties hereto had all signed the document.

IN WITNESS WHEREOF this Agreement is executed as of the effective date first above written.

CANADA PENSION PLAN INVESTMENT BOARD

Per: /s/ John Butler
Name: John Butler
Title: Senior Vice President - General Counsel
and Corporate Secretary

/s/ Shevaughn Murta
Witness to the signature of **Kevin Godwin**

/s/ Kevin Godwin
Kevin Godwin