

# 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: **2022-07-07**  
SEC Accession No. [0001104659-22-078083](#)

([HTML Version](#) on [secdatabase.com](#))

### SUBJECT COMPANY

#### **Resolute Forest Products Inc.**

CIK: **1393066** | IRS No.: **980526415** | State of Incorporation: **DE** | Fiscal Year End: **1231**  
Type: **SC 13D/A** | Act: **34** | File No.: **005-83334** | Film No.: **221072220**  
SIC: **2621** Paper mills

Mailing Address	Business Address
1010 DE LA GAUCHETIERE STREET WEST SUITE 400 MONTREAL A8 H3B 2N2	1010 DE LA GAUCHETIERE STREET WEST SUITE 400 MONTREAL A8 H3B 2N2 514-875-2515

### FILED BY

#### **FAIRFAX FINANCIAL HOLDINGS LTD/ CAN**

CIK: **915191** | IRS No.: **101728897** | State of Incorporation: **Z4** | Fiscal Year End: **1231**  
Type: **SC 13D/A**  
SIC: **6331** Fire, marine & casualty insurance

Mailing Address	Business Address
FAIRFAX FINANCIAL HOLDINGS LTD 95 WELLINGTON ST WEST STE 800 TORONTO A6 M5J 2N7	FAIRFAX FINANCIAL HOLDINGS LTD 95 WELLINGTON ST WEST STE 800 TORONTO A6 M5J 2N7 4163674941

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SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
SCHEDULE 13D/A

UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(AMENDMENT NO. 14)

**Resolute Forest Products Inc.**

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(Name of Issuer)

**Common Stock, \$0.001 Par Value**

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(Title of Class of Securities)

**003687209**

(CUSIP Number)

**Peter Clarke**  
**President and Chief Operating Officer**  
**Fairfax Financial Holdings Limited**  
**95 Wellington Street West, Suite 800**  
**Toronto, Ontario, Canada, M5J 2N7**  
**Telephone: (416) 367-4941**

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

– With a copy to –

**Mile T. Kurta**  
**Michael Horwitz**  
**Torys LLP**  
**1114 Avenue of the Americas, 23rd Floor**  
**New York, New York 10036**  
**Telephone (212) 880-6000**

**July 5, 2022**

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(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 which 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 .

The information required on the remainder of this cover page shall not be deemed to be “filed” for the purpose of Section 18 of the Securities Exchange Act of 1934 (“Act”) or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**CUSIP No. 003687209**

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1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
V. PREM WATSA

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Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CANADIAN

---

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power

Beneficially 30,548,190

Owned by 9 Sole Dispositive Power

Each Reporting 10 Shared Dispositive Power

Person With: 30,548,190

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
30,548,190

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
39.8%

14 Type of Reporting Person  
IN

---

- 3 -

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
THE SECOND 810 HOLDCO LTD.

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CANADA

---

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power

Beneficially 30,548,190

Owned by 9 Sole Dispositive Power

Each

---

---

Reporting Person With: 10 Shared Dispositive Power  
30,548,190

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
30,548,190

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
39.8%

---

14 Type of Reporting Person  
CO

---

- 4 -

---

**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
THE SECOND 1109 HOLDCO LTD.

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
CANADA

---

Number of Shares Beneficially Owned by Each Reporting Person With: 7 Sole Voting Power

---

8 Shared Voting Power  
30,548,190

---

9 Sole Dispositive Power

---

10 Shared Dispositive Power  
30,548,190

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
30,548,190

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
39.8%

---

14 Type of Reporting Person  
CO

---

- 5 -

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
THE SIXTY TWO INVESTMENT COMPANY LIMITED

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
BRITISH COLUMBIA

---

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power  
Beneficially 30,548,190

---

Owned by 9 Sole Dispositive Power

---

Each Reporting 10 Shared Dispositive Power  
Person With: 30,548,190

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
30,548,190

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
39.8%

---

14 Type of Reporting Person  
CO

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
12002574 CANADA INC.

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
CANADA

---

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 30,548,190
	9	Sole Dispositive Power
	10	Shared Dispositive Power 30,548,190

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
30,548,190

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
39.8%

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
FAIRFAX FINANCIAL HOLDINGS LIMITED

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CANADA

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 30,548,190
	9	Sole Dispositive Power
	10	Shared Dispositive Power 30,548,190

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
30,548,190

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
39.8%

14 Type of Reporting Person  
CO

**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
FFHL GROUP LTD.

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CANADA

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power  
Beneficially 20,938,927

Owned by 9 Sole Dispositive Power

Each Reporting 10 Shared Dispositive Power  
Person With: 20,938,927

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
20,938,927

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
27.3%

14 Type of Reporting Person  
CO

**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
FAIRFAX (BARBADOS) INTERNATIONAL CORP.

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
BARBADOS

---

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 294,600
9	Sole Dispositive Power
10	Shared Dispositive Power 294,600

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
294,600

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
0.4%

---

14 Type of Reporting Person  
CO

---

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
WENTWORTH INSURANCE COMPANY LTD.

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
BARBADOS

---

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 294,600
9	Sole Dispositive Power
10	Shared Dispositive Power 294,600

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
294,600

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
0.4%

---



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14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
BRIT LIMITED

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds

OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization

ENGLAND AND WALES

---

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power

Beneficially 3,551,140

---

Owned by 9 Sole Dispositive Power

Each 10 Shared Dispositive Power

Reporting 3,551,140

Person With:

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
3,551,140

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)

4.6%

---

14 Type of Reporting Person

CO

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
BRIT INSURANCE HOLDINGS LIMITED

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
ENGLAND AND WALES

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 3,551,140
	9	Sole Dispositive Power
	10	Shared Dispositive Power 3,551,140

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
3,551,140

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
4.6%

14 Type of Reporting Person  
CO

**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
BRIT REINSURANCE (BERMUDA) LIMITED

Check the Appropriate Box if a Member of a Group

2 (a)   
(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
BERMUDA

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 3,551,140
	9	Sole Dispositive Power
	10	Shared Dispositive Power 3,551,140

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
3,551,140

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
4.6%

---

14 Type of Reporting Person  
CO

---

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
FAIRFAX (US) INC.

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Check the Appropriate Box if a Member of a Group

2 (a)

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
DELAWARE

---

Number of	7	Sole Voting Power
Shares		
Beneficially	8	Shared Voting Power
Owned by		14,050,871
Each	9	Sole Dispositive Power
Reporting		
Person With:	10	Shared Dispositive Power
		14,050,871

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
14,050,871

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
18.3%

---

14 Type of Reporting Person  
CO

---

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**CUSIP No. 003687209**

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1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
CRUM & FORSTER HOLDINGS CORP.

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
DELAWARE

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power  
Beneficially 5,023,624

Owned by 9 Sole Dispositive Power

Each Reporting 10 Shared Dispositive Power  
Person With: 5,023,624

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
5,023,624

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
6.5%

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
UNITED STATES FIRE INSURANCE COMPANY

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
DELAWARE

Number of 7 Sole Voting Power  
Shares

Beneficially Owned by Each Reporting Person With:	8	Shared Voting Power 5,023,624
	9	Sole Dispositive Power
	10	Shared Dispositive Power 5,023,624

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
5,023,624

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
6.5%

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
THE NORTH RIVER INSURANCE COMPANY

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
NEW JERSEY

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 823,731
	9	Sole Dispositive Power
	10	Shared Dispositive Power 823,731

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
823,731

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
1.1%

14 Type of Reporting Person  
CO

**CUSIP No. 003687209**

1	Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only) ZENITH NATIONAL INSURANCE CORP.
Check the Appropriate Box if a Member of a Group	
2	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds OO
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e). <input type="checkbox"/>
6	Citizenship or Place of Organization DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	7 Sole Voting Power
	8 Shared Voting Power 8,281,136
	9 Sole Dispositive Power
	10 Shared Dispositive Power 8,281,136
11	Aggregate Amount Beneficially Owned by Each Reporting Person 8,281,136
12	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares <input type="checkbox"/>
13	Percent of Class Represented by Amount in Row (11) 10.8%
14	Type of Reporting Person CO

**CUSIP No. 003687209**

1	Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only) ZENITH INSURANCE COMPANY
Check the Appropriate Box if a Member of a Group	
2	(a) <input type="checkbox"/>
	(b) <input checked="" type="checkbox"/>
3	SEC Use Only
4	Source of Funds OO
5	Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e). <input type="checkbox"/>

6 Citizenship or Place of Organization  
CALIFORNIA

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 8,281,136
9	Sole Dispositive Power
10	Shared Dispositive Power 8,281,136

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
8,281,136

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
10.8%

14 Type of Reporting Person  
CO

- 20 -

**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
TIG INSURANCE COMPANY

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CALIFORNIA

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 746,111
9	Sole Dispositive Power
10	Shared Dispositive Power 746,111

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
746,111

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
1.0%

---

14 Type of Reporting Person  
CO

---

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
NORTHBRIDGE FINANCIAL CORPORATION

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
CANADA

---

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power  
Beneficially 3,042,316

---

Owned by 9 Sole Dispositive Power  
Each

---

Reporting 10 Shared Dispositive Power  
Person With: 3,042,316

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
3,042,316

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
4.0%

---

14 Type of Reporting Person  
CO

---

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
FEDERATED INSURANCE COMPANY OF CANADA

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---



3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CANADA

Number of	7	Sole Voting Power
Shares		
Beneficially	8	Shared Voting Power
Owned by		198,735
Each	9	Sole Dispositive Power
Reporting		
Person With:	10	Shared Dispositive Power
		198,735

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
198,735

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
0.3%

14 Type of Reporting Person  
CO

**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
NORTHBRIDGE GENERAL INSURANCE CORPORATION

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
CANADA

Number of	7	Sole Voting Power
Shares		
Beneficially	8	Shared Voting Power
Owned by		2,843,581
Each	9	Sole Dispositive Power
Reporting		
Person With:	10	Shared Dispositive Power
		2,843,581

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,843,581

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
3.7%

---

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
VERASSURE INSURANCE COMPANY

---

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
CANADA

---

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 524,807
	9	Sole Dispositive Power
	10	Shared Dispositive Power 524,807

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
524,807

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
0.7%

---

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
1102952 B.C. UNLIMITED LIABILITY COMPANY

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
BRITISH COLUMBIA

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power  
Beneficially 2,364,610

Owned by 9 Sole Dispositive Power

Each Reporting 10 Shared Dispositive Power  
Person With: 2,364,610

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
3.1%

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
ALLIED WORLD ASSURANCE COMPANY HOLDINGS, LTD

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
BERMUDA

Number of 7 Sole Voting Power  
Shares

Beneficially Owned by Each Reporting Person With:	8	Shared Voting Power 2,364,610
	9	Sole Dispositive Power
	10	Shared Dispositive Power 2,364,610

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
3.1%

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
Allied World Assurance Company Holdings I, Ltd

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

3 SEC Use Only

4 Source of Funds  
OO

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

6 Citizenship or Place of Organization  
Bermuda

Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 2,364,610
	9	Sole Dispositive Power
	10	Shared Dispositive Power 2,364,610

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
3.1%

14 Type of Reporting Person  
CO

**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
ALLIED WORLD ASSURANCE COMPANY, LTD

---

Check the Appropriate Box if a Member of a Group

2 (a)   
(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
BERMUDA

---

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 2,364,610
9	Sole Dispositive Power
10	Shared Dispositive Power 2,364,610

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
3.1%

---

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
ALLIED WORLD ASSURANCE HOLDINGS (IRELAND) LTD

---

Check the Appropriate Box if a Member of a Group

2 (a)   
(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

---

6 Citizenship or Place of Organization  
BERMUDA

---

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 2,364,610
9	Sole Dispositive Power
10	Shared Dispositive Power 2,364,610

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
3.1%

---

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

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1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
ALLIED WORLD ASSURANCE HOLDINGS (U.S.) INC.

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
DELAWARE

---

Number of Shares Beneficially Owned by Each Reporting Person With:

7	Sole Voting Power
8	Shared Voting Power 2,364,610
9	Sole Dispositive Power
10	Shared Dispositive Power 2,364,610

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
3.1%

---

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14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

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1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
ALLIED WORLD INSURANCE COMPANY

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
NEW HAMPSHIRE

---

Number of 7 Sole Voting Power

Shares 8 Shared Voting Power  
Beneficially 2,364,610

---

Owned by 9 Sole Dispositive Power

---

Each Reporting 10 Shared Dispositive Power  
Person With: 2,364,610

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
2,364,610

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
3.1%

---

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

---

1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
AW UNDERWRITERS INC.

---

Check the Appropriate Box if a Member of a Group

2 (a)

---

(b)

---

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
DELAWARE

---

Number of	7	Sole Voting Power
Shares		
Beneficially	8	Shared Voting Power
Owned by		1,364,610
Each	9	Sole Dispositive Power
Reporting		
Person With:	10	Shared Dispositive Power
		1,364,610

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
1,364,610

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
1.8%

---

14 Type of Reporting Person  
CO

---

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**CUSIP No. 003687209**

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1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
ALLIED WORLD SPECIALTY INSURANCE COMPANY

---

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
DELAWARE

---

Number of	7	Sole Voting Power
Shares		
Beneficially	8	Shared Voting Power
Owned by		1,364,610
Each	9	Sole Dispositive Power
Reporting		
Person With:	10	Shared Dispositive Power
		1,364,610

---



11 Aggregate Amount Beneficially Owned by Each Reporting Person  
1,364,610

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
1.8%

---

14 Type of Reporting Person  
CO

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**CUSIP No. 003687209**

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1 Names of Reporting Person/I.R.S. Identification Nos. of Above Persons (Entities Only)  
CRC REINSURANCE LIMITED

---

Check the Appropriate Box if a Member of a Group

2 (a)

(b)

---

3 SEC Use Only

---

4 Source of Funds  
OO

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e).

---

6 Citizenship or Place of Organization  
BARBADOS

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Number of Shares Beneficially Owned by Each Reporting Person With:	7	Sole Voting Power
	8	Shared Voting Power 1,456,803
	9	Sole Dispositive Power
	10	Shared Dispositive Power 1,456,803

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
1,456,803

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
1.9%

---

14 Type of Reporting Person  
CO

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**Explanatory note**

Pursuant to Rule 13d-2 promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), this Amendment No. 14 to Schedule 13D (this “**Amendment No. 14**”) amends the Schedule 13D originally filed with the United States Securities and Exchange Commission (the “**SEC**”) on April 11, 2008 (as amended and supplemented prior to the date hereof, the “**Original Schedule 13D**”) and, as amended and supplemented by this Amendment No. 14, the “**Schedule 13D**”).

The following amendments to Items 2, 4, 5, 6 and 7 of the Schedule 13D are hereby made:

**Item 2. Identity and Background.**

Item 2 of the Schedule 13D is hereby amended and restated in its entirety to read as follows:

“This statement is being jointly filed by the following persons (collectively, the “**Reporting Persons**”):

1. V. Prem Watsa, an individual, is a citizen of Canada, and is the Chairman and Chief Executive Officer of Fairfax Financial Holdings Limited. Mr. Watsa’s business address is 95 Wellington Street West, Suite 800, Toronto, Ontario, Canada, M5J 2N7;

2. The Second 810 Holdco Ltd. (“**810 Holdco**”), a corporation incorporated under the laws of Canada, is controlled by V. Prem Watsa. 810 Holdco is an investment holding company. The principal business and principal office address of 810 Holdco is 95 Wellington Street West, Suite 802, Toronto, Ontario, Canada, M5J 2N7;

3. The Second 1109 Holdco Ltd. (“**Holdco**”), a corporation incorporated under the laws of Canada, is controlled by V. Prem Watsa. Holdco is an investment holding company. The principal business address and principal office address of Holdco is 95 Wellington Street West, Suite 802, Toronto, Ontario, Canada, M5J 2N7;

4. The Sixty Two Investment Company Limited (“**Sixty Two**”), a corporation incorporated under the laws of British Columbia, is controlled by V. Prem Watsa. Sixty Two is an investment holding company. The principal business and principal office address of Sixty Two is 1600 Cathedral Place, 925 West Georgia St., Vancouver, British Columbia, Canada, V6C 3L2;

5. 12002574 Canada Inc. (“**12002574**”), a corporation incorporated under the laws of Canada, is controlled by V. Prem Watsa. 12002574 is an investment holding company. The principal business and principal office address of 12002574 is 95 Wellington Street West, Suite 800, Toronto, Ontario, Canada, M5J 2N7;

6. Fairfax Financial Holdings Limited (“**Fairfax**”) is a corporation incorporated under the laws of Canada. Fairfax is a holding company. The principal business and principal office address of Fairfax is 95 Wellington Street West, Suite 800, Toronto, Ontario, Canada, M5J 2N7;

7. FFHL Group Ltd. (“**FFHL**”), a corporation incorporated under the laws of Canada, is a wholly owned subsidiary of Fairfax. FFHL is a holding company. The principal business and principal office address of FFHL is 95 Wellington Street West, Suite 800, Toronto, Ontario, Canada, M5J 2N7;

8. Fairfax (Barbados) International Corp. (“**Fairfax Barbados**”), a corporation incorporated under the laws of Barbados, is a wholly owned subsidiary of Fairfax. Fairfax Barbados is an investment holding company. The principal business and principal office address of Fairfax Barbados is #12 Pine Commercial, The Pine, St. Michael, Barbados, BB11103;

9. Wentworth Insurance Company Ltd. (“**Wentworth**”), a corporation incorporated under the laws of Barbados, is a wholly owned subsidiary of Fairfax. The principal business of Wentworth is reinsurance. The principal business and principal office address of Wentworth is #12 Pine Commercial, The Pine, St. Michael, Barbados, BB11103;

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10. Brit Limited (“**Brit**”), a company incorporated under the laws of England and Wales, is a subsidiary of Fairfax. Brit is a holding company. The principal business address and principal office address of Brit is The Leadenhall Building, 122 Leadenhall Street, London, United Kingdom, EC3V 4AB;

11. Brit Insurance Holdings Limited (“**Brit Insurance**”), a corporation incorporated under the laws of England and Wales, is a wholly owned subsidiary of Fairfax. Brit Insurance is a holding company. The principal business and principal office address of Brit Insurance is The Leadenhall Building, 122 Leadenhall Street, London, United Kingdom, EC3V 4AB;
12. Brit Reinsurance (Bermuda) Limited (“**Brit Reinsurance**”), a corporation incorporated under the laws of Bermuda, is a wholly owned subsidiary of Fairfax. The principal business of Brit Reinsurance is reinsurance. The principal business and principal office address of Brit Reinsurance is The Leadenhall Building, 122 Leadenhall Street, London, United Kingdom, EC3V 4AB;
13. Fairfax (US) Inc. (“**Fairfax US**”), a corporation incorporated under the laws of Delaware, is a wholly owned subsidiary of Fairfax. Fairfax US is a holding company. The principal business and principal office address of Fairfax US is 2850 Lake Vista Drive, Suite 150, Lewisville, Texas, USA, 75067;
14. Crum & Forster Holdings Corp. (“**Crum & Forster**”), a corporation incorporated under the laws of Delaware, is a wholly owned subsidiary of Fairfax. Crum & Forster is a holding company. The principal business and principal office address of Crum & Forster is 1209 Orange Street, Wilmington, Delaware, USA, 19801;
15. United States Fire Insurance Company (“**US Fire**”), a corporation incorporated under the laws of Delaware, is a wholly owned subsidiary of Fairfax. The principal business of US Fire is insurance. The principal business and principal office address of US Fire is 1209 Orange Street, Wilmington, Delaware, USA, 19801;
16. The North River Insurance Company (“**North River**”), a corporation incorporated under the laws of New Jersey, is a wholly owned subsidiary of Fairfax. The principal business of North River is insurance. The principal business and principal office address of North River is 305 Madison Avenue, Morristown, New Jersey, USA, 07962;
17. Zenith National Insurance Corp. (“**ZNIC**”), a corporation incorporated under the laws of Delaware, is a wholly owned subsidiary of Fairfax. ZNIC is a holding company. The principal business and principal office address of ZNIC is 21255 Califa Street, Woodland Hills, California, USA, 91367-5021;
18. Zenith Insurance Company (“**Zenith**”), a corporation incorporated under the laws of California, is a wholly owned subsidiary of Fairfax. The principal business of Zenith is workers’ compensation insurance. The principal business and principal office address of Zenith is 21255 Califa Street, Woodland Hills, California 91367-5021;
19. TIG Insurance Company (“**TIG**”), a corporation incorporated under the laws of California, is a wholly owned subsidiary of Fairfax. The principal business of TIG is property and casualty insurance. The principal business and principal office address of TIG is 250 Commercial Street, Suite 5000, Manchester, New Hampshire, USA, 03101;
20. Northbridge Financial Corporation (“**NFC**”), a corporation incorporated under the laws of Canada, is a wholly owned subsidiary of Fairfax. NFC is a holding company. The principal business and principal office address of NFC is 105 Adelaide Street West, Toronto, Ontario, Canada, M5H 1P9;
21. Federated Insurance Company of Canada (“**Federated**”), a corporation incorporated under the laws of Canada, is a wholly owned subsidiary of Fairfax. The principal business of Federated is property and casualty insurance. The principal business and principal office address of Federated is 255 Commerce Drive, P.O. Box 5800, Winnipeg, Manitoba, Canada, R3C 3C9;

22. Northbridge General Insurance Corporation (“**NGIC**”), a corporation incorporated under the laws of Canada, is a wholly owned subsidiary of Fairfax. The principal business of NGIC is property and casualty insurance. The principal business and principal office address of NGIC is 105 Adelaide Street West, 7th Floor, Toronto, Ontario, Canada, M5H 1P9;
23. Verassure Insurance Company (“**Verassure**”), a corporation incorporated under the laws of Canada, is a wholly owned subsidiary of Fairfax. The principal business of Verassure is property and casualty insurance. The principal business and principal office address of Verassure is 105 Adelaide Street West, 7th Floor, Toronto, Ontario, Canada, M5H 1P9;

24. 1102952 B.C. Unlimited Liability Company (“**1102952**”), a corporation incorporated under the laws of British Columbia, is a wholly owned subsidiary of Fairfax. 1102952 is a holding company. The principal business and principal office address of 1102952 is 1600 - 925 West Georgia Street, Vancouver, British Columbia, Canada, V6C 3L2;
25. Allied World Assurance Company Holdings, Ltd (“**Allied Holdings Bermuda**”), a corporation incorporated under the laws of Bermuda, is a subsidiary of Fairfax. Allied Holdings Bermuda is a holding company. The principal business and principal office address of Allied Holdings Bermuda is 27 Richmond Road, Pembroke, Bermuda, HM 08;
26. Allied World Assurance Company Holdings I, Ltd (“**Allied Holdings I Ltd**”), a corporation incorporated under the laws of Bermuda, is a subsidiary of Fairfax. Allied Holdings I Ltd is a holding company. The principal business and principal office address of Allied Holdings I Ltd is 27 Richmond Road, Pembroke, Bermuda, HM 08;
27. Allied World Assurance Company, Ltd (“**Allied Assurance**”), a corporation incorporated under the laws of Bermuda, is a subsidiary of Fairfax. The principal business of Allied Assurance is insurance. The principal business and principal office address of Allied Assurance is 27 Richmond Road, Pembroke, Bermuda, HM 08;
28. Allied World Assurance Holdings (Ireland) Ltd (“**Allied Ireland**”), a corporation incorporated under the laws of Bermuda, is a subsidiary of Fairfax. Allied Ireland is a holding company. The principal business and principal office address of Allied Ireland is 27 Richmond Road, Pembroke, Bermuda, HM 08;
29. Allied World Assurance Holdings (U.S.) Inc. (“**Allied U.S.**”), a corporation incorporated under the laws of Delaware, is a subsidiary of Fairfax. Allied U.S. is a holding company. The principal business and principal office address of Allied U.S. is 1209 Orange Street, Wilmington, Delaware, USA, 19801;
30. Allied World Insurance Company (“**Allied Insurance**”), a corporation incorporated under the laws of New Hampshire, is a subsidiary of Fairfax. The principal business of Allied Insurance is insurance. The principal business and principal office address of Allied Insurance is 10 Ferry Street, Suite 313, Concord, New Hampshire, USA, 03301;
31. AW Underwriters Inc. (“**AW**”), a corporation incorporated under the laws of Delaware, is a subsidiary of Fairfax. The principal business of AW is insurance agency. The principal business and principal office address of AW is 251 Little Falls Drive, Wilmington, Delaware, USA, 19808;
32. Allied World Specialty Insurance Company (“**Allied Specialty**”), a corporation incorporated under the laws of Delaware, is a subsidiary of Fairfax. The principal business of Allied Specialty is insurance. The principal business and principal office address of Allied Specialty is 251 Little Falls Drive, Wilmington, Delaware, USA, 19808; and
33. CRC Reinsurance Limited (“**CRC**”), a corporation incorporated under the laws of Barbados, is a wholly owned subsidiary of Fairfax. The principal business of CRC is reinsurance. The principal business and principal office address of CRC is #12 Pine Commercial, The Pine, St. Michael, Barbados, BB11103.

Neither the filing of this Schedule 13D nor the information contained herein shall be deemed to constitute an affirmation by V. Prem Watsa, 810 Holdco, Holdco, Sixty Two, 12002574, Fairfax, FFHL, Fairfax Barbados, Wentworth, Brit, Brit Insurance, Brit Reinsurance, Fairfax US, Crum & Forster, US Fire, North River, ZNIC, Zenith, TIG, NFC, Federated, NGIC, Verassure, 1102952, Allied Holdings Bermuda, Allied Holdings I Ltd, Allied Assurance, Allied Ireland, Allied U.S., Allied Insurance, AW, Allied Specialty, or CRC that it is the beneficial owner of the Shares referred to herein for purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), or for any other purpose, and such beneficial ownership is expressly disclaimed.

The name, present principal occupation or employment and name, principal business and address of any corporation or other organization in which such employment is conducted and the citizenship of each director and executive officer of each of the Reporting Persons is set forth in Annex A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE or FF, as the case may be, and such Annexes are incorporated herein by reference.

Pursuant to Rule 13d-1(k) under the Exchange Act, the Reporting Persons have agreed to file jointly one statement with respect to their ownership of the Shares.

During the last five years, none of the Reporting Persons, and, to the best of each such Reporting Person's knowledge, none of the executive officers or directors of such Reporting Person have been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws."

#### **Item 4. Purpose of the Transaction**

The information set forth in Item 6 is incorporated herein by reference.

#### **Item 5. Interest in the Securities of the Issuer.**

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

"(a) Based on the most recent information available, the aggregate number and percentage of the Shares (the securities identified by Item 1 of this Schedule 13D) that are beneficially owned by each of the Reporting Persons is set forth in boxes 11 and 13 of the second part of the cover page to this Schedule 13D for each of the Reporting Persons, and such information is incorporated herein by reference.

The percentage of Shares beneficially owned by each of the Reporting Persons was calculated based on 76,796,897 Shares issued and outstanding as of June 28, 2022 based on the Merger Agreement (as defined in Item 6).

The calculation of beneficial ownership of Shares of the Reporting Persons includes 5,604,621 Shares over which Fairfax and certain affiliates exercise investment discretion but which are subject to the Asset Value Loan Notes as described in Item 6 of the Amendment No. 13 to the Schedule 13D filed by the Reporting Persons with the SEC on August 23, 2021.

(b) The numbers of Shares as to which each of the Reporting Persons has sole voting power, shared voting power, sole dispositive power and shared dispositive power is set forth in boxes 7, 8, 9 and 10, respectively, on the second part of the cover page to this Schedule 13D for each of the Reporting Persons, and such information is incorporated herein by reference.

To the knowledge of the Reporting Persons, the following persons beneficially own the following number of Shares and have sole voting power and sole dispositive power with respect to such Shares: Sammy S.Y. Chan with respect to 14,686 Shares.

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(c) Except as described herein, none of the Reporting Persons, nor, to the best knowledge of the Reporting Persons, any person listed in Annex A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB, CC, DD, EE or FF, beneficially owns, or has acquired or disposed of, any Shares during the last 60 days.

(d) No person is known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of Shares held by the Reporting Persons other than each of the Reporting Persons, and in respect of 183,229 Shares, certain pension plans of certain subsidiaries of Fairfax.

(e) Not applicable."

#### **Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.**

Item 6 of the Schedule 13D is hereby amended and supplemented by the addition of the following:

"On July 5, 2022, the Issuer entered into an Agreement and Plan of Merger with Domtar Corporation, a Delaware corporation ("Domtar"), Terra Acquisition Sub Inc., a Delaware corporation, Karta Halten B.V., a private limited corporation organized

under the laws of the Netherlands, and Paper Excellence B.V., a private limited company organized under the laws of the Netherlands (the “**Merger Agreement**”).

In connection with the Merger Agreement, Hamblin Watsa Investment Counsel Ltd., a Canadian corporation, in its capacity as investment manager and/or authorized power of attorney (“**HWIC**”), entered into a Voting and Support Agreement, dated as of July 5, 2022 (the “**Voting and Support Agreement**”), with Domtar. Pursuant to, and subject to the terms and conditions of, the Voting and Support Agreement, HWIC agreed, and HWIC agreed to cause any holder of the Covered Shares (as defined in the Voting and Support Agreement), among other things, to vote in favor of the Merger Agreement and the approval of the merger contemplated thereby and the other transactions contemplated by the Merger Agreement.

HWIC also entered into a waiver dated as of July 5, 2022 (the “**Waiver**”) to the indenture dated as of February 2, 2021 by and among the Issuer, the guarantors named therein, and the trustee thereunder (the “**Indenture**”), governing the Issuer’s 4.875% senior notes due 2026 (the “**Issuer Notes**”). Affiliates of Fairfax are holders of approximately \$45,000,000 principal amount of such Issuer Notes. Subject to the terms and conditions of the Waiver, HWIC agreed, among other things, to waive the right to have any of the Issuer Notes it beneficially owns, or over which it has control or direction, purchased pursuant to a change of control offer made by the Issuer or a third-party pursuant to the Indenture in connection with the transactions contemplated by the Merger Agreement.

The forgoing description does not purport to be complete and is qualified in its entirety by the full text of the Voting and Support Agreement and the Waiver, which are filed herewith as Exhibit 11 and Exhibit 12, respectively, and incorporated herein by reference.”

#### **Item 7. Material to be Filed as Exhibits.**

Item 7 of the Schedule 13D is hereby amended and supplemented by the addition of the following exhibit to the end thereof:

“Exhibit 5: Members of filing group.

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Exhibit 8.4: Joint filing agreement dated as of July 7, 2022 between V. Prem Watsa, The Second 810 Holdco Ltd., The Second 1109 Holdco Ltd., The Sixty Two Investment Company Limited, 12002574 Canada Inc., Fairfax Financial Holdings Limited, FFHL Group Ltd., Fairfax (Barbados) International Corp., Wentworth Insurance Company Ltd., Brit Limited, Brit Insurance Holdings Limited, Brit Reinsurance (Bermuda) Limited, Fairfax (US) Inc., Crum & Forster Holdings Corp., United States Fire Insurance Company, The North River Insurance Company, Zenith National Insurance Corp., Zenith Insurance Company, TIG Insurance Company, Northbridge Financial Corporation, Federated Insurance Company of Canada, Northbridge General Insurance Corporation, Verasure Insurance Company, 1102952 B.C. Unlimited Liability Company, Allied World Assurance Company Holdings, Ltd, Allied World Assurance Company Holdings I, Ltd, Allied World Assurance Company, Ltd, Allied World Assurance Holdings (Ireland) Ltd, Allied World Assurance Holdings (U.S.) Inc., Allied World Insurance Company, AW Underwriters Inc., Allied World Specialty Insurance Company and CRC Reinsurance Limited.

Exhibit 11: Voting and Support Agreement, dated as of July 5, 2022, between Hamblin Watsa Investment Counsel Ltd. and Domtar.

Exhibit 12: Waiver dated as of July 5, 2022.”

#### **SIGNATURE**

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

Dated: July 7, 2022

**V. Prem Watsa**

By: /s/ V. Prem Watsa

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**SIGNATURE**

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

Dated: July 7, 2022

**The Second 810 Holdco Ltd.**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa

Title: President

**SIGNATURE**

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

Dated: July 7, 2022

**The Second 1109 Holdco Ltd.**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa

Title: President

**SIGNATURE**

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

Dated: July 7, 2022

**The Sixty Two Investment Company Limited**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa

Title: President

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**SIGNATURE**

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

Dated: July 7, 2022

**12002574 Canada Inc.**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa

Title: President

**SIGNATURE**

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

Dated: July 7, 2022

**Fairfax Financial Holdings Limited**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: President and Chief Operating Officer

**SIGNATURE**

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

Dated: July 7, 2022

**FFHL Group Ltd.**

By: /s/ V. Prem Watsa  
Name: V. Prem Watsa  
Title: President

**SIGNATURE**

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

Dated: July 7, 2022

**Fairfax (Barbados) International Corp.**

By: /s/ Peter Clarke  
Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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**SIGNATURE**

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

Dated: July 7, 2022

**Wentworth Insurance Company Ltd.**

By: /s/ Peter Clarke  
Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Brit Limited**

By: /s/ Gavin Wilkinson  
Name: Gavin Wilkinson  
Title: Group Chief Financial Officer

**SIGNATURE**

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



Dated: July 7, 2022

**Brit Insurance Holdings Limited**

By: /s/ Gavin Wilkinson

Name: Gavin Wilkinson

Title: Group Chief Financial Officer

**SIGNATURE**

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

Dated: July 7, 2022

**Brit Reinsurance (Bermuda) Limited**

By: /s/ Gavin Wilkinson

Name: Gavin Wilkinson

Title: Group Chief Financial Officer

**SIGNATURE**

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

Dated: July 7, 2022

**Fairfax (US) Inc.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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**SIGNATURE**

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

Dated: July 7, 2022

**Crum & Forster Holdings Corp.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**United States Fire Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**The North River Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Zenith National Insurance Corp.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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**SIGNATURE**

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

Dated: July 7, 2022

**Zenith Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**TIG Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Northbridge Financial Corporation**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Federated Insurance Company of Canada**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Northbridge General Insurance Corporation**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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**SIGNATURE**

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

Dated: July 7, 2022

**Verassure Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**1102952 B.C. Unlimited Liability Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Assurance Company Holdings, Ltd**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Assurance Company Holdings I, Ltd**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Assurance Company, Ltd**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Assurance Holdings (Ireland) Ltd**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Assurance Holdings (U.S.) Inc.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**AW Underwriters Inc.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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**SIGNATURE**

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

Dated: July 7, 2022

**Allied World Specialty Insurance Company**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

**SIGNATURE**

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

Dated: July 7, 2022

**CRC Reinsurance Limited**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney attached to this Schedule 13D

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## ANNEX INDEX

<b>Annex</b>	<b>Description</b>
A	Directors and Executive Officers of The Second 810 Holdco Ltd.
B	Directors and Executive Officers of The Second 1109 Holdco Ltd.
C	Directors and Executive Officers of The Sixty Two Investment Company Limited
D	Directors and Executive Officers of 12002574 Canada Inc.
E	Directors and Executive Officers of Fairfax Financial Holdings Limited
F	Directors and Executive Officers of FFHL Group Ltd.
G	Directors and Executive Officers of Fairfax (Barbados) International Corp.
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Q	Directors and Executive Officers of Zenith Insurance Company
R	Directors and Executive Officers of TIG Insurance Company
S	Directors and Executive Officers of Northbridge Financial Corporation
T	Directors and Executive Officers of Federated Insurance Company of Canada
U	Directors and Executive Officers of Northbridge General Insurance Corporation
V	Directors and Executive Officers of Verassure Insurance Company

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W	Directors and Executive Officers of 1102952 B.C. Unlimited Liability Company
X	Directors and Executive Officers of Allied World Assurance Company Holdings, Ltd
Y	Directors and Executive Officers of Allied World Assurance Company Holdings I, Ltd
Z	Directors and Executive Officers of Allied World Assurance Company, Ltd
AA	Directors and Executive Officers of Allied World Assurance Holdings (Ireland) Ltd
BB	Directors and Executive Officers of Allied World Assurance Holdings (U.S.) Inc.
CC	Directors and Executive Officers of Allied World Insurance Company
DD	Directors and Executive Officers of AW Underwriters Inc.
EE	Directors and Executive Officers of Allied World Specialty Insurance Company
FF	Directors and Executive Officers of CRC Reinsurance Limited

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**DIRECTORS AND EXECUTIVE OFFICERS OF  
THE SECOND 810 HOLDCO LTD.**

The following table sets forth certain information with respect to the directors and executive officers of The Second 810 Holdco Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Eric P. Salsberg (Secretary)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
V. Prem Watsa (President and Director)	Chairman and Chief Executive Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

**DIRECTORS AND EXECUTIVE OFFICERS OF  
THE SECOND 1109 HOLDCO LTD.**

The following table sets forth certain information with respect to the directors and executive officers of The Second 1109 Holdco Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Eric P. Salsberg (Secretary)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
V. Prem Watsa (President and Director)	Chairman and Chief Executive Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

**DIRECTORS AND EXECUTIVE OFFICERS OF  
THE SIXTY TWO INVESTMENT COMPANY LIMITED**

The following table sets forth certain information with respect to the directors and executive officers of The Sixty Two Investment Company Limited.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Eric P. Salsberg (Secretary and Director)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
V. Prem Watsa (President and Director)	Chairman and Chief Executive Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

**DIRECTORS AND EXECUTIVE OFFICERS OF  
12002574 CANADA INC.**

The following table sets forth certain information with respect to the directors and executive officers of 12002574 Canada Inc.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Eric P. Salsberg (Secretary)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
V. Prem Watsa (President and Director)	Chairman and Chief Executive Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada



**DIRECTORS AND EXECUTIVE OFFICERS OF  
FAIRFAX FINANCIAL HOLDINGS LIMITED**

The following table sets forth certain information with respect to the directors and executive officers of Fairfax Financial Holdings Limited.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Benjamin Watsa (Director)	Founder and President, Marval Capital Ltd. 77 King Street West, Suite 4545 Toronto, Ontario M5K 1K2	Canada
Bradley P. Martin (Vice President, Strategic Investments)	Vice President, Strategic Investments, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Brandon W. Sweitzer (Director)	Dean, Maurice R. Greenberg School of Risk Management, Insurance and Actuarial Science, St. John's University 101 Murray Street, Suite 438 New York, New York 10007-2165	United States
Bryan Bailey (Vice President, Tax)	Vice President, Tax Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

- 2 -

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Christine N. McLean (Director)	Corporate Director, Fairfax Financial Holdings Limited, 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
David Johnston (Director)	Corporate Director, Ottawa, Canada	Canada

Eric P. Salsberg (Vice President, Corporate Affairs and Corporate Secretary)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Jean Cloutier (Vice President, International Operations)	Vice President, International Operations, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Jennifer Allen (Vice President and Chief Financial Officer)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
John Varnell (Vice President, Corporate Development)	Vice President, Corporate Development, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Karen L. Jurjevich (Director)	Principal, Branksome Hall and Chief Executive Officer and Principal, Branksome Hall Global 10 Elm Avenue Toronto, Ontario M4W 1N4	Canada
Lauren C. Templeton (Director)	Founder and President, Templeton and Phillips Capital Management, LLC 810 Scenic Highway Lookout Mountain, TN, USA 37350	United States
Michael Wallace (Vice President, Insurance Operations)	Vice President, Insurance Operations Fairfax Financial Holdings Limited, 95 Wellington Street West, Suite 800 Toronto ON M5J 2N7	Canada
Olivier Quesnel (Vice President and Chief Actuary)	Vice President and Chief Actuary, Fairfax Financial Holdings Limited, 95 Wellington Street West, Suite 800 Toronto ON M5J 2N7	Canada
Peter Clarke (President and Chief Operating Officer)	President and Chief Operating Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
R. William McFarland (Director)	Corporate Director, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N	Canada

Robert J. Gunn  
(Director)

Independent Business Consultant and Corporate Director,  
Toronto, Ontario, Canada

Canada

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<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Timothy R. Price (Director)	Chairman of Brookfield Funds, Brookfield Asset Management Inc. c/o Edper Financial Group 51 Yonge Street, Suite 400 Toronto, ON M5E 1J1	Canada
V. Prem Watsa (Chairman and Chief Executive Officer)	Chairman and Chief Executive Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Vinodh Loganadham (Vice President, Administrative Services)	Vice President, Administrative Services, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
William Weldon (Director)	Independent Business Consultant, Florida, United States	United States

ANNEX F

**DIRECTORS AND EXECUTIVE OFFICERS OF  
FFHL GROUP LTD.**

The following table sets forth certain information with respect to the directors and executive officers of FFHL Group Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Bradley P. Martin (Vice President and Secretary)	Vice President, Strategic Investments, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

Eric P. Salsberg (Vice President and Director)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Jennifer Allen (Vice President and Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
Peter Clarke (Vice President and Director)	President and Chief Operating Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
V. Prem Watsa (President and Chief Executive Officer and Director)	Chairman and Chief Executive Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

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**ANNEX G**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
FAIRFAX (BARBADOS) INTERNATIONAL CORP.**

The following table sets forth certain information with respect to the directors and executive officers of Fairfax (Barbados) International Corp.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Alistair Dent (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	United Kingdom
Janice Burke (Managing Director)	Managing Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	United States
Jean Cloutier (Director)	Vice President, International Operations, Fairfax Financial Holdings Limited 95 Wellington Street West	Canada

Suite 800  
Toronto, Ontario, M5J 2N7

Lisl Lewis  
(Director)

Director,  
Wentworth Insurance Company Ltd.  
Pine Commercial Centre  
#12 Pine Commercial  
The Pine, St. Michael

Barbados

Niall Tully  
(Vice President and Chief  
Financial Officer)

Vice President and Chief Financial Officer,  
ffh Management Services  
First Floor 25-28  
Adelaide Road  
Dublin 2

Ireland

Paul Mulvin  
(Vice President)

Vice President,  
ffh Management Services  
First Floor 25-28  
Adelaide Road  
Dublin 2

Ireland

Paula Alleyne  
(Senior Manager, Treasury &  
Financial Reporting)

Senior Manager Treasury & Financial Reporting,  
Wentworth Insurance Company Ltd.  
Pine Commercial Centre  
#12 Pine Commercial  
The Pine, St. Michael

Barbados

Simon P.G. Lee  
(Director)

Director,  
Wentworth Insurance Company Ltd.  
Pine Commercial Centre  
#12 Pine Commercial  
The Pine, St. Michael

United Kingdom

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- 2 -

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
William P. Douglas (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados

ANNEX H

**DIRECTORS AND EXECUTIVE OFFICERS OF  
WENTWORTH INSURANCE COMPANY LTD.**

The following table sets forth certain information with respect to the directors and executive officers of Wentworth Insurance Company Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Alistair Dent (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	United Kingdom
Janice Burke (Managing Director)	Managing Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	United States
Jean Cloutier (Director)	Vice President, International Operations, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario, M5J 2N7	Canada
Lisl Lewis (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados
Niall Tully (Vice President and Chief Financial Officer)	Vice President and Chief Financial Officer, ffh Management Services First Floor 25-28 Adelaide Road Dublin 2	Ireland
Paul Mulvin (Vice President)	Vice President, ffh Management Services First Floor 25-28 Adelaide Road Dublin 2	Ireland
Paula Alleyne (Senior Manager, Treasury & Financial Reporting)	Senior Manager Treasury & Financial Reporting, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados
Sammy S.Y. Chan (Vice President)	Vice President, Fairfax Asia Limited 41/F Hopewell Centre 183 Queen's Road East Room 411, Wanchai	Canada

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
William P. Douglas (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados

ANNEX I

**DIRECTORS AND EXECUTIVE OFFICERS OF  
BRIT LIMITED**

The following table sets forth certain information with respect to the directors and executive officers of Brit Limited.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Andrea Welsch (Director)	Independent Non-Executive Director, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Andrew A. Barnard (Director)	President and Chief Operating Officer, Fairfax Insurance Group 100 William Street, 5th Floor New York, New York 10038	United States
Gavin Wilkinson (Director)	Group Chief Financial Officer, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Gordon Campbell (Director)	Senior Independent Non-Executive Director, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	Canada
Mark Allan (Executive Director)	Executive Director, Brit Limited and Ki CEO, Brit Limited The Leadenhall Building,	United Kingdom

Matthew Wilson (Group Chief Executive Officer and Director)	122 Leadenhall Street London EC3V 4AB  Group Chief Executive Officer and Director, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Ken Miner (Non-Executive Director)	Non-Executive Director, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	Canada
Martin Thompson (Interim Group Chief Executive Officer)	Interim Group Chief Executive Officer, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom

ANNEX J

**DIRECTORS AND EXECUTIVE OFFICERS OF  
BRIT INSURANCE HOLDINGS LIMITED**

The following table sets forth certain information with respect to the directors and executive officers of Brit Insurance Holdings Limited.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Antony Usher (Director)	Group Financial Controller, Brit Insurance Holdings Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Christopher Denton (Director)	Group Head of ILS and Capital Management and Chief Underwriting Officer, Brit Reinsurance (Bermuda) Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Gavin Wilkinson (Director)	Group Chief Financial Officer, Brit Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom



Stuart Dawes  
(Director)

Head of Group Financial Performance,  
Brit Limited  
The Leadenhall Building,  
122 Leadenhall Street  
London EC3V 4AB

United Kingdom

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ANNEX K

**DIRECTORS AND EXECUTIVE OFFICERS OF  
BRIT REINSURANCE (BERMUDA) LIMITED**

The following table sets forth certain information with respect to the directors and executive officers of Brit Reinsurance (Bermuda) Limited.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Alan Waring (Director)	Independent Non-Executive Director, Brit Reinsurance (Bermuda) Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	Ireland
Christopher Denton (Director)	Group Head of ILS and Capital Management and Chief Underwriting Officer, Brit Reinsurance (Bermuda) Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Graham Pewter (Director)	Independent Non-Executive Director, Brit Reinsurance (Bermuda) Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Jay Nichols (Director)	Independent Non-Executive Director, Brit Reinsurance (Bermuda) Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United States
Karl Grieves (Director)	Finance and Operations Director, Brit Reinsurance (Bermuda) Limited The Leadenhall Building, 122 Leadenhall Street London EC3V 4AB	United Kingdom
Gavin Wilkinson (Director)	Group Chief Financial Officer Brit Limited The Leadenhall Building,	United Kingdom

ANNEX L

**DIRECTORS AND EXECUTIVE OFFICERS OF  
FAIRFAX (US) INC.**

The following table sets forth certain information with respect to the directors and executive officers of Fairfax (US) Inc.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Eric P. Salsberg (Chairman, Vice President and Director)	Vice President, Corporate Affairs and Corporate Secretary, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Melody A. Spencer (Vice President, Treasurer and Director)	Vice President, Treasurer and Director, Fairfax (US) Inc. 2850 Lake Vista Drive, Ste. 150 Lewisville, Texas 75067	United States
Sonja Lundy (Director, President, Chief Executive Officer and Secretary)	Director, President, Chief Executive Officer and Secretary, Fairfax (US) Inc. 2850 Lake Vista Drive, Ste. 150 Lewisville, Texas 75067	United States

ANNEX M

**DIRECTORS AND EXECUTIVE OFFICERS OF  
CRUM & FORSTER HOLDINGS CORP.**

The following table sets forth certain information with respect to the directors and executive officers of Crum & Forster Holdings Corp.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Alejandro Morales (Director)	Senior Vice President, United States Fire Insurance Company	United States

	305 Madison Avenue Morristown, NJ 07962	
Andrew A. Barnard (Director)	President and Chief Operating Officer, Fairfax Insurance Group 100 William Street, 5th Floor New York, New York 10038	United States
Arleen A. Paladino (Executive Vice President, Chief Financial Officer, Treasurer and Director)	Executive Vice President, Chief Financial Officer and Treasurer, Crum & Forster Holdings Corp. 305 Madison Avenue Morristown, NJ 07962	United States
Jennifer Allen (Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Marc J. Adeo (President, Chief Executive Officer, Chairman and Director)	President and Chief Executive Officer, Crum & Forster Holdings Corp. and various other insurance subsidiaries, 305 Madison Avenue Morristown, NJ 07962	United States
Michael P. McTigue (Secretary)	Senior Vice President, General Counsel and Secretary, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States
Olivier Quesnel (Director)	Vice President and Chief Actuary, Fairfax Financial Holdings Limited, 95 Wellington Street West, Suite 800 Toronto ON M5J 2N7	Canada
Peter Clarke (Director)	President and Chief Operating Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

ANNEX N

**DIRECTORS AND EXECUTIVE OFFICERS OF  
UNITED STATES FIRE INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of United States Fire Insurance Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation</u>	<u>Citizenship</u>
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	<b>or other Organization in which such employment is conducted</b>	
Alejandro Morales (Director & Senior Vice President)	Senior Vice President, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States
Arleen A. Paladino (Senior Vice President, Chief Financial Officer and Director)	Executive Vice President, Chief Financial Officer and Treasurer, Crum & Forster Holdings Corp. 305 Madison Avenue Morristown, NJ 07962	United States
Carmine Scaglione (Senior Vice President and Controller)	Senior Vice President and Controller, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States
George R. French (Treasurer and Vice President)	Treasurer and Vice President, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States
Marc J. Adeo (President, Chief Executive Officer, Chairman and Director)	President and Chief Executive Officer, Crum & Forster Holdings Corp. and various other insurance subsidiaries, 305 Madison Avenue Morristown, NJ 07962	United States
Michael P. McTigue (Senior Vice President, General Counsel and Secretary)	Senior Vice President, General Counsel and Secretary, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States

**ANNEX O**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
THE NORTH RIVER INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of The North River Insurance Company.

<b>Name</b>	<b>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</b>	<b>Citizenship</b>
Alejandro Morales (Director & Senior Vice President)	Senior Vice President, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States

Arleen A. Paladino (Senior Vice President, Chief Financial Officer and Director)	Executive Vice President, Chief Financial Officer and Treasurer, Crum & Forster Holdings Corp. 305 Madison Avenue Morristown, NJ 07962	United States
Carmine Scaglione (Senior Vice President and Controller)	Senior Vice President and Controller, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States
George R. French (Treasurer and Vice President)	Treasurer and Vice President, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States
Marc J. Adeo (President, Chief Executive Officer, Chairman and Director)	President and Chief Executive Officer, Crum & Forster Holdings Corp. and various other insurance subsidiaries, 305 Madison Avenue Morristown, NJ 07962	United States
Michael P. McTigue (Senior Vice President, General Counsel and Secretary)	Senior Vice President, General Counsel and Secretary, United States Fire Insurance Company 305 Madison Avenue Morristown, NJ 07962	United States

ANNEX P

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ZENITH NATIONAL INSURANCE CORP.**

The following table sets forth certain information with respect to the directors and executive officers of Zenith National Insurance Corp.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Andrew A. Barnard (Director)	President and Chief Operating Officer, Fairfax Insurance Group 100 William Street, 5th Floor New York, New York 10038	United States
Antonio Gaitan (Executive Vice President, Chief Financial Officer and Treasurer)	Executive Vice President, Chief Financial Officer and Treasurer, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Chad J. Helin (Executive Vice President, General Counsel, Secretary and Director)	Executive Vice President, General Counsel and Director, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States

Davidson M. Pattiz (President and Chief Operating Officer)	Executive Vice President and Chief Operating Officer, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Jack D. Miller (Director)	Chairman and Director, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Jennifer Allen (Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
Kari L. Van Gundy (Chief Executive Officer and Chairperson)	President, Chief Executive Officer and Director, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States

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<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Olivier Quesnel (Director)	Vice President and Chief Actuary, Fairfax Financial Holdings Limited, 95 Wellington Street West, Suite 800 Toronto ON M5J 2N7	Canada
Peter Clarke (Director)	President and Chief Operating Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

ANNEX Q

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ZENITH INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of Zenith Insurance Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal</u>	<u>Citizenship</u>
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**Business and Address of any Corporation  
or other Organization in which such  
employment is conducted**

A. Mary Ames (Executive Vice President)	Executive Vice President, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Antonio Gaitan (Executive Vice President, Chief Financial Officer and Treasurer)	Executive Vice President, Chief Financial Officer and Treasurer, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Chad J. Helin (Executive Vice President, General Counsel and Director)	Executive Vice President, General Counsel and Director, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Craig C. Thomson (Executive Vice President)	Executive Vice President, Zenith Insurance Company 925 Highland Pointe Drive, Suite 250 Roseville, California 95678	United States
Davidson M. Pattiz (President and Chief Operating Officer)	Executive Vice President and Chief Operating Officer, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Eden M. Feder (Executive Vice President)	Executive Vice President, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Jack D. Miller (Director)	Chairman and Director, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Jason T. Clarke (Executive Vice President and Chief Actuary)	Executive Vice President and Chief Actuary, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Jonathan W. Lindsay (Executive Vice President)	Executive Vice President, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States

Name	Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted	Citizenship
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Kari L. Van Gundy (President, Chief Executive Officer and Chairperson)	President, Chief Executive Officer and Director, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Michael F. Cunningham (Executive Vice President)	Executive Vice President, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States
Paul R. Ramont (Executive Vice President)	Executive Vice President, Zenith Insurance Company 21255 Califa St. Woodland Hills, California 91367	United States

ANNEX R

**DIRECTORS AND EXECUTIVE OFFICERS OF  
TIG INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of TIG Insurance Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Deborah A. Irving (Director, Executive Vice President, Chief Financial Officer and Treasurer)	Executive Vice President, Chief Financial Officer and Treasurer, RiverStone Resources LLC 250 Commercial Street, Suite 5000 Manchester, New Hampshire 03101	Canada
Matthew W. Kunish (Director, Executive Vice President and Chief Actuary)	Executive Vice President, Chief Actuary, RiverStone Resources LLC 250 Commercial Street, Suite 5000 Manchester, New Hampshire 03101	United Kingdom
Nicholas C. Bentley (Chairman, Chief Executive Officer, President and Director)	Chairman, Chief Executive Officer, President and Director, RiverStone Resources LLC 250 Commercial Street, Suite 5000 Manchester, New Hampshire 03101	United Kingdom and United States
Robert Sampson (Executive Vice President and Director)	Executive Vice President, RiverStone Resources LLC 250 Commercial Street, Suite 5000 Manchester, New Hampshire 03101	United States



**DIRECTORS AND EXECUTIVE OFFICERS OF  
NORTHBRIDGE FINANCIAL CORPORATION**

The following table sets forth certain information with respect to the directors and executive officers of Northbridge Financial Corporation.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Christopher Harness (Chief Information Officer)	Chief Information Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Craig Pinnock (Director and Chief Financial Officer)	Chief Financial Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Evan Di Bella (Senior Vice President, Claims)	Senior Vice President, Claims, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
George Halkiotis (President, Federated Insurance)	President, Federated Insurance, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Jean-Francois Béliveau (Executive Vice President, Québec)	Executive Vice President, Québec, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Jennifer Allen (Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
John Varnell (Director)	Vice President, Corporate Development, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation</u>	<u>Citizenship</u>
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**or other Organization in which such  
employment is conducted**

Lori McDougall (Chief People and Strategy Officer)	Chief People and Strategy Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Paul Gardner (Senior Vice President, Corporate Underwriting and Risk Services)	Senior Vice President, Corporate Underwriting and Risk Services, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Peter Clarke (Director)	President and Chief Operating Officer, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Robert J. Gunn (Director and Chairman of the Board)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Sarah Bhanji (Chief Actuary)	Chief Actuary, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Silvy Wright (President, Chief Executive Officer and Director)	President and Chief Executive Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Todd MacGillivray (SVP, Transportation & Logistics and Specialty Risk)	SVP, Transportation & Logistics and Specialty Risk, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Shari Dodsworth (SVP, Ontario, Atlantic and Western Region)	SVP, Ontario, Atlantic and Western Region, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Ilda Dinis (SVP, Customer Innovation and Experience)	SVP, Customer Innovation and Experience, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada

**ANNEX T**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
FEDERATED INSURANCE COMPANY OF CANADA**

The following table sets forth certain information with respect to the directors and executive officers of Federated Insurance Company of Canada.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Bryan S. Smith (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Christopher Harness (Chief Information Officer)	Chief Information Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Craig Pinnock (Director and Chief Financial Officer)	Chief Financial Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Evan Di Bella (Senior Vice President, Claims)	Senior Vice President, Claims, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
George Halkiotis (President, Federated Insurance)	President, Federated Insurance, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Jennifer Allen (Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
John Varnell (Director)	Vice President, Corporate Development, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Lori McDougall (Chief People and Strategy Officer)	Chief People and Strategy Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Robert J. Gunn (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Robert S. Weiss (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada

<b>Name</b>	<b>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</b>	<b>Citizenship</b>
Sarah Bhanji (Chief Actuary)	Chief Actuary, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Silvy Wright (Chief Executive Officer and Director)	President and Chief Executive Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Paul Gardner (Senior Vice President, Corporate Underwriting and Risk Services)	Senior Vice President, Corporate Underwriting and Risk Services, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Todd MacGillivray (SVP, Transportation & Logistics and Specialty Risk)	SVP, Transportation & Logistics and Specialty Risk, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Shari Dodsworth (SVP, Ontario, Atlantic and Western Region)	SVP, Ontario, Atlantic and Western Region, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Ilda Dinis (SVP, Customer Innovation and Experience)	SVP, Customer Innovation and Experience, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada

ANNEX U

**DIRECTORS AND EXECUTIVE OFFICERS OF  
NORTHBRIDGE GENERAL INSURANCE CORPORATION**

The following table sets forth certain information with respect to the directors and executive officers of Northbridge General Insurance Corporation.

<b>Name</b>	<b>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</b>	<b>Citizenship</b>
Bryan S. Smith (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada

Christopher Harness (Chief Information Officer)	Chief Information Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Craig Pinnock (Director and Chief Financial Officer)	Chief Financial Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Evan Di Bella (Senior Vice President, Claims)	Senior Vice President, Claims, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Jean-Francois Béliveau (Executive Vice President, Québec)	Executive Vice President, Québec, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Jennifer Allen (Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
John Varnell (Director)	Vice President, Corporate Development, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Lori McDougall (Chief People and Strategy Officer)	Chief People and Strategy Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Paul Gardner (Senior Vice President, Corporate Underwriting and Risk Services)	Senior Vice President, Corporate Underwriting and Risk Services, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada

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<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Robert J. Gunn (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Robert S. Weiss (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada

Sarah Bhanji (Chief Actuary)	Chief Actuary, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Silvy Wright (President, Chief Executive Officer and Director)	President and Chief Executive Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Todd MacGillivray (SVP, Transportation & Logistics and Specialty Risk)	SVP, Transportation & Logistics and Specialty Risk, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Shari Dodsworth (SVP, Ontario, Atlantic and Western Region)	SVP, Ontario, Atlantic and Western Region, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Ilda Dinis (SVP, Customer Innovation and Experience)	SVP, Customer Innovation and Experience, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada

ANNEX V

**DIRECTORS AND EXECUTIVE OFFICERS OF  
VERASSURE INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of Verassure Insurance Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Bryan S. Smith (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Christopher Harness (Chief Information Officer)	Chief Information Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Craig Pinnock (Director and Chief Financial Officer)	Chief Financial Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Evan Di Bella (Senior Vice President, Claims)	Senior Vice President, Claims, Northbridge Financial Corporation	Canada

	105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	
Jean-Francois Béliveau (Executive Vice President, Québec)	Executive Vice President, Québec, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Jennifer Allen (Director)	Vice President and Chief Financial Officer, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada
John Varnell (Director)	Vice President, Corporate Development, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Lori McDougall (Chief People and Strategy Officer)	Chief People and Strategy Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Paul Gardner (Senior Vice President, Corporate Underwriting and Risk Services)	Senior Vice President, Corporate Underwriting and Risk Services, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada

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<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Robert J. Gunn (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Robert S. Weiss (Director)	Independent Business Consultant and Corporate Director, Toronto, Ontario, Canada	Canada
Sarah Bhanji (Chief Actuary)	Chief Actuary, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Silvy Wright (President, Chief Executive Officer and Director)	President and Chief Executive Officer, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Todd MacGillivray	SVP, Transportation & Logistics and Specialty Risk, Northbridge Financial Corporation	Canada

(SVP, Transportation & Logistics and Specialty Risk)	105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	
Shari Dodsworth (SVP, Ontario, Atlantic and Western Region)	SVP, Ontario, Atlantic and Western Region, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada
Ilda Dinis (SVP, Customer Innovation and Experience)	SVP, Customer Innovation and Experience, Northbridge Financial Corporation 105 Adelaide Street West, 7th Floor Toronto, Ontario M5H 1P9	Canada

**ANNEX W**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
1102952 B.C. UNLIMITED LIABILITY COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of 1102952 B.C. Unlimited Liability Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
John Varnell (Director)	Vice President, Corporate Development, Fairfax Financial Holdings Limited 95 Wellington Street West, Suite 800 Toronto, Ontario M5J 2N7	Canada

**ANNEX X**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD ASSURANCE COMPANY HOLDINGS, LTD**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Assurance Company Holdings, Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Graham Collis (Director)	Retired	Bermuda



Jean Cloutier (Director)	Vice President, International Operations, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario M5J 2N7	Canada
Ken Miner (Director)	EVP & Global Head, Capital Markets, OMERS Administration Corporation Royal Bank Plaza, North Tower 200 Bay Street, Suite 2300, PO Box 92 Toronto, Ontario M5J 2J2	Canada
Louis Iglesias (Chairman of the Board of Directors, President & Chief Executive Officer)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Michael McCrimmon (Director and Vice Chairman)	Director and Vice Chairman, Allied World Assurance Company Holdings I, Ltd 27 Richmond Road Pembroke HM 08 Bermuda	Canada
Scott Hunter (Director)	Retired	Bermuda

ANNEX Y

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD ASSURANCE COMPANY HOLDINGS I, LTD**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Assurance Company Holdings I, Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Colm Singleton (Head of Bermuda Office; Executive Vice President, Head of Bermuda and Global Markets Claims Group)	Head of Bermuda Office; Executive Vice President, Head of Bermuda and Global Markets Claims Group, Allied World Assurance Company Holdings I, Ltd 27 Richmond Road Pembroke HM 08 Bermuda	Bermuda
Louis Iglesias (Director)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

Michael McCrimmon (Director and Vice Chairman)	Director and Vice Chairman, Allied World Assurance Company Holdings I, Ltd 27 Richmond Road Pembroke HM 08 Bermuda	Canada
Wesley Dupont (Director)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

ANNEX Z

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD ASSURANCE COMPANY, LTD**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Assurance Company, Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Colm Singleton (Head of Bermuda Office; Executive Vice President, Head of Bermuda and Global Markets Claims Group)	Head of Bermuda Office; Executive Vice President, Head of Bermuda and Global Markets Claims Group, Allied World Assurance Company Holdings I, Ltd 27 Richmond Road Pembroke HM 08 Bermuda	Bermuda
John Bender (Director)	CEO, Global Reinsurance, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Louis Iglesias (Director)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Michael McCrimmon (Director and Vice Chairman)	Director and Vice Chairman, Allied World Assurance Company Holdings I, Ltd 27 Richmond Road Pembroke HM 08 Bermuda	Canada
Wesley Dupont (Director)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD ASSURANCE HOLDINGS (IRELAND) LTD**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Assurance Holdings (Ireland) Ltd.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Jim O'Mahoney (Director)	Retired	Ireland
Lee Dwyer (Director and President)	Director and President, Allied World Assurance Holdings (Ireland) Ltd 3rd Floor, Georges Quay Plaza Georges Quay Dublin 2	United Kingdom
Sean Hehir (Director)	Retired	Ireland
Wesley Dupont (Director)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD ASSURANCE HOLDINGS (U.S.) INC.**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Assurance Holdings (U.S.) Inc.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
John Bender (Director and CEO, Global Reinsurance)	CEO, Global Reinsurance, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

Louis Iglesias (Director and President & Chief Executive Officer)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Wesley Dupont (Director and Chief Operating Officer)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

ANNEX CC

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Insurance Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Christian Gravier (President, North America Professional Lines)	President, North America Professional Lines, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
John Bender (Director)	CEO, Global Reinsurance, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Joseph Cellura (President, North America Casualty)	President, North America Casualty, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
Kevin Marine (President & Chief Underwriting Officer, Global Reinsurance)	President & Chief Underwriting Officer, Global Reinsurance, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
Louis Iglesias (Director)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

Robert Bowden (Executive Vice President, Global Insurance)	Executive Vice President, Global Insurance, Allied World Insurance Company 550 Hope Street, Suite 1825 Los Angeles, CA 90071	United States
Wesley Dupont (Director)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

**ANNEX DD**

**DIRECTORS AND EXECUTIVE OFFICERS OF  
AW UNDERWRITERS INC.**

The following table sets forth certain information with respect to the directors and executive officers of AW Underwriters Inc.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Christian Gravier (President, North America Professional Lines)	President, North America Professional Lines, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
John Bender (Director)	CEO, Global Reinsurance, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Joseph Cellura (President, North America Casualty)	President, North America Casualty, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
Louis Iglesias (Director)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Robert Bowden (Executive Vice President, Global Insurance)	Executive Vice President, Global Insurance, Allied World Insurance Company 550 Hope Street, Suite 1825 Los Angeles, CA 90071	United States
Wesley Dupont (Director)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

**DIRECTORS AND EXECUTIVE OFFICERS OF  
ALLIED WORLD SPECIALTY INSURANCE COMPANY**

The following table sets forth certain information with respect to the directors and executive officers of Allied World Specialty Insurance Company.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Christian Gravier (President, North America Professional Lines)	President, North America Professional Lines, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
John Bender (Director)	CEO, Global Reinsurance, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Joseph Cellura (President, North America Casualty)	President, North America Casualty, Allied World Insurance Company 199 Water Street, 26th Floor New York, NY 10038	United States
Louis Iglesias (Director)	Chairman of the Board of Directors, President & Chief Executive Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States
Robert Bowden (Executive Vice President, Global Insurance)	Executive Vice President, Global Insurance, Allied World Insurance Company 550 Hope Street, Suite 1825 Los Angeles, CA 90071	United States
Wesley Dupont (Director)	Chief Operating Officer, Allied World Assurance Company Holdings, Ltd 199 Water Street, 26th Floor New York, NY 10038	United States

**DIRECTORS AND EXECUTIVE OFFICERS OF  
CRC REINSURANCE LIMITED**

The following table sets forth certain information with respect to the directors and executive officers of CRC Reinsurance Limited.

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
Alistair Dent (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	United Kingdom
Janice Burke (Managing Director)	Managing Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	United States
Jean Cloutier (Director)	Vice President, International Operations, Fairfax Financial Holdings Limited 95 Wellington Street West Suite 800 Toronto, Ontario, M5J 2N7	Canada
Lisl Lewis (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados
Niall Tully (Vice President and Chief Financial Officer)	Vice President and Chief Financial Officer, ffh Management Services First Floor 25-28 Adelaide Road Dublin 2	Ireland
Paul Mulvin (Vice President)	Vice President, ffh Management Services First Floor 25-28 Adelaide Road Dublin 2	Ireland
Paula Alleyne (Senior Manager, Treasury & Financial Reporting)	Senior Manager Treasury & Financial Reporting, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados
Sammy S.Y. Chan (Vice President)	Vice President, Fairfax Asia Limited Room 4111, 41st Floor Hopewell Centre, No. 183 Queen's Road East, Wanchai,	Hong Kong

<u>Name</u>	<u>Present Principal Occupation or Employment and the Name, Principal Business and Address of any Corporation or other Organization in which such employment is conducted</u>	<u>Citizenship</u>
William P. Douglas (Director)	Director, Wentworth Insurance Company Ltd. Pine Commercial Centre #12 Pine Commercial The Pine, St. Michael	Barbados

### EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
<a href="#">Exhibit 5:</a>	<a href="#">Members of filing group.</a>
<a href="#">Exhibit 8.4:</a>	<a href="#">Joint filing agreement dated as of July 7, 2022 between V. Prem Watsa, The Second 810 Holdco Ltd., The Second 1109 Holdco Ltd., The Sixty Two Investment Company Limited, 12002574 Canada Inc., Fairfax Financial Holdings Limited, FFHL Group Ltd., Fairfax (Barbados) International Corp., Wentworth Insurance Company Ltd., Brit Limited, Brit Insurance Holdings Limited, Brit Reinsurance (Bermuda) Limited, Fairfax (US) Inc., Crum &amp; Forster Holdings Corp., United States Fire Insurance Company, The North River Insurance Company, Zenith National Insurance Corp., Zenith Insurance Company, TIG Insurance Company, Northbridge Financial Corporation, Federated Insurance Company of Canada, Northbridge General Insurance Corporation, Verasure Insurance Company, 1102952 B.C. Unlimited Liability Company, Allied World Assurance Company Holdings, Ltd, Allied World Assurance Company Holdings I, Ltd, Allied World Assurance Company, Ltd, Allied World Assurance Holdings (Ireland) Ltd, Allied World Assurance Holdings (U.S.) Inc., Allied World Insurance Company, AW Underwriters Inc., Allied World Specialty Insurance Company and CRC Reinsurance Limited.</a>
<a href="#">Exhibit 11:</a>	<a href="#">Voting and Support Agreement, dated as of July 5, 2022, between Hamblin Watsa Investment Counsel Ltd. and Domtar.</a>
<a href="#">Exhibit 12:</a>	<a href="#">Waiver dated as of July 5, 2022.</a>



## MEMBERS OF FILING GROUP

V. Prem Watsa  
The Second 810 Holdco Ltd.  
The Second 1109 Holdco Ltd.  
The Sixty Two Investment Company Limited  
12002574 Canada Inc.  
Fairfax Financial Holdings Limited  
FFHL Group Ltd.  
Fairfax (Barbados) International Corp.  
Wentworth Insurance Company Ltd.  
Brit Limited  
Brit Insurance Holdings Limited  
Brit Reinsurance (Bermuda) Limited  
Fairfax (US) Inc.  
Crum & Forster Holdings Corp.  
United States Fire Insurance Company  
The North River Insurance Company  
Zenith National Insurance Corp.  
Zenith Insurance Company  
TIG Insurance Company  
Northbridge Financial Corporation  
Federated Insurance Company of Canada  
Northbridge General Insurance Corporation  
Verassure Insurance Company  
1102952 B.C. Unlimited Liability Company  
Allied World Assurance Company Holdings, Ltd  
Allied World Assurance Company Holdings I, Ltd  
Allied World Assurance Company, Ltd  
Allied World Assurance Holdings (Ireland) Ltd  
Allied World Assurance Holdings (U.S.) Inc.  
Allied World Insurance Company  
AW Underwriters Inc.  
Allied World Specialty Insurance Company  
CRC Reinsurance Limited

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CUSIP No. 003687209

**AGREEMENT CONCERNING JOINT FILING  
OF SCHEDULE 13D**

The undersigned agree as follows:

(i) each of them is individually eligible to use the Schedule 13D/A to which this Exhibit is attached, and such Schedule 13D/A is filed on behalf of each of them; and

(ii) each of them is responsible for the timely filing of such Schedule 13D/A and any amendments thereto, and for the completeness and accuracy of the information concerning such person contained therein; but none of them is responsible for the completeness or accuracy of the information concerning the other person making the filing, unless such person knows or has reason to believe that such information is inaccurate.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

Dated: July 7, 2022

**V. PREM WATSA**  
/s/ V. Prem Watsa  
**THE SECOND 810 HOLDCO LTD.**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa  
Title: President

**THE SECOND 1109 HOLDCO LTD.**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa  
Title: President

**THE SIXTY TWO INVESTMENT COMPANY LIMITED**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa  
Title: President

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**12002574 CANADA INC.**

By: /s/ V. Prem Watsa

Name: V. Prem Watsa  
Title: President

**FFHL GROUP LTD.**

By: /s/ V. Prem Watsa

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Name: V. Prem Watsa  
Title: President

**FAIRFAX (BARBADOS) INTERNATIONAL CORP.**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**TIG INSURANCE COMPANY**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**THE NORTH RIVER INSURANCE COMPANY**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**UNITED STATES FIRE INSURANCE COMPANY**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

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**CRUM & FORSTER HOLDINGS CORP.**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**FEDERATED INSURANCE COMPANY OF CANADA**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**WENTWORTH INSURANCE COMPANY LTD.**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**NORTHBRIDGE GENERAL INSURANCE CORPORATION**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**FAIRFAX FINANCIAL HOLDINGS LIMITED**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: President and Chief Operating Officer

**FAIRFAX (US) INC.**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

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**CRC REINSURANCE LIMITED**

By: /s/ Peter Clarke

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Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD ASSURANCE COMPANY HOLDINGS, LTD**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD ASSURANCE COMPANY HOLDINGS I, LTD**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD ASSURANCE COMPANY, LTD**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD ASSURANCE HOLDINGS (IRELAND) LTD**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD ASSURANCE HOLDINGS (U.S.) LTD**

By: /s/ Peter Clarke

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD INSURANCE COMPANY**

By: /s/ Peter Clarke

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**AW UNDERWRITERS INC.**

By: /s/ Peter Clarke

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**1102952 B.C. UNLIMITED LIABILITY COMPANY**

By: /s/ Peter Clarke

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ALLIED WORLD SPECIALTY INSURANCE COMPANY**

By: /s/ Peter Clarke

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**NORTHBRIDGE FINANCIAL CORPORATION**

By: /s/ Peter Clarke

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ZENITH INSURANCE COMPANY**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**VERASSURE INSURANCE COMPANY**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**ZENITH NATIONAL INSURANCE CORP.**

By: /s/ Peter Clarke

---

Name: Peter Clarke  
Title: Attorney-in-Fact pursuant to Power of Attorney  
attached to this Schedule 13D

**BRIT REINSURANCE (BERMUDA) LIMITED**

By: /s/ Gavin Wilkinson

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Name: Gavin Wilkinson  
Title: Group Chief Financial Officer

**BRIT LIMITED**

By: /s/ Gavin Wilkinson

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Name: Gavin Wilkinson  
Title: Group Chief Financial Officer

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**BRIT INSURANCE HOLDINGS LIMITED**

By: /s/ Gavin Wilkinson

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Name: Gavin Wilkinson  
Title: Group Chief Financial Officer

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## VOTING AND SUPPORT AGREEMENT

**THIS VOTING AND SUPPORT AGREEMENT** (this “Agreement”) is made and entered into as of July 5, 2022, by and among Domtar Corporation, a Delaware corporation (“Parent”); and Hamblin Watsa Investment Counsel Ltd., a Canadian corporation, in its capacity as investment manager and/or authorized power of attorney in respect of the Covered Shares (as defined below) held by the entities listed on Schedule I hereto (“Stockholder”).

WHEREAS, contemporaneously with the execution of this Agreement, Parent, Terra Acquisition Sub Inc., a Delaware corporation and a direct wholly owned subsidiary of Parent (“Merger Sub”), and Resolute Forest Products Inc., a Delaware corporation (the “Company”), are entering into an Agreement and Plan of Merger, dated as of the date hereof (the “Merger Agreement”), providing, among other things, for an integrated transaction pursuant to which Merger Sub will be merged with and into the Company (the “Merger”) in accordance with the Merger Agreement and the General Corporation Law of the State of Delaware (the “DGCL”), with the Company as the surviving corporation; and

WHEREAS, as a condition of and inducement to Parent’s willingness to enter into the Merger Agreement, Parent and the Merger Sub have required that Stockholder enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and in the Merger Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Definitions. For the purposes of this Agreement, capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Merger Agreement, and other capitalized terms used herein shall have the respective meanings ascribed to them in this Section 1.

“Additional Owned Shares” shall mean all shares of Company Common Stock and any other equity securities of the Company which become beneficially owned by Stockholder, the entities listed on Schedule I, or any of their respective controlled Affiliates, after the date hereof and prior to the Expiration Date.

“Affiliate” shall have the meaning set forth in the Merger Agreement; *provided, however*, that the Company and its subsidiaries shall not be deemed to be Affiliates of Stockholder or of any of its Affiliates.

“beneficial ownership” (and related terms such as “beneficially owned” or “beneficial owner”) shall have the meaning set forth in Rule 13d-3 under the Exchange Act, and a Person’s beneficial ownership of securities shall be calculated in accordance with the provisions of such rule (in each case, irrespective of whether or not such rule is actually applicable in such circumstance).

“Beneficial Ownership Disclosure” means the Schedule 13D filed by or on behalf of Stockholder and/or its Affiliates with respect to the Covered Shares, as amended through the date of this Agreement.

“Company Stockholders Meeting” shall have the meaning set forth in Section 2 hereof.

“Covered Shares” shall mean the Owned Shares and Additional Owned Shares.

“Exempt Transfer” means any Transfer of Covered Shares to (i) any member of the Fairfax Group provided that the Stockholder continues to beneficially own the Covered Shares to the same extent or (ii) pursuant to the AVLN Transfer (as further described in the Beneficial Ownership Disclosure) to any member of the Fairfax Group.

“Fairfax Group” means Fairfax Financial Holdings Inc., and its controlled Affiliates.

“knowledge of Stockholder” shall mean the actual knowledge, after reasonable inquiry, of the Chief Risk Officer and General Counsel of Stockholder.

“Owned Shares” shall mean all shares of Company Common Stock and any other equity securities of the Company which are beneficially owned by Stockholder, the entities listed on Schedule I, or any of their respective controlled Affiliates, as of the date hereof, as set forth on Schedule I.

“Representatives” shall mean, with respect to a Person, all of the officers, directors, employees, consultants, legal representatives, agents, advisors, auditors, investment bankers, and other representatives of such Person and, solely with respect to any Stockholder that is not an individual, any of its controlled Affiliates.

“RiverStone Europe Companies” shall mean RiverStone Corporate Capital Limited and RiverStone Insurance (UK) Limited.

“Term” shall have the meaning set forth in Section 6 hereof.

“Transfer” shall mean, with respect to a security, the transfer, pledge, hypothecation, encumbrance, assignment or other disposition (whether by sale, merger, consolidation, liquidation, dissolution, dividend, distribution or otherwise) of such security or the beneficial ownership thereof, the offer to make such a transfer or other disposition, and each option, agreement, arrangement or understanding, whether or not in writing, to effect any of the foregoing. As a verb, “Transfer” shall have a correlative meaning.

2. Agreement to Vote. Prior to the Expiration Date, at any meeting of the stockholders of the Company, however called, or at any adjournment or postponement thereof, or in any other circumstance in which the vote, consent or other approval of the stockholders of the Company is sought (each, a “Company Stockholders Meeting”), Stockholder irrevocably and unconditionally (except as expressly provided herein) agrees that it shall, and shall cause any other holder of record of the Covered Shares to, either (a) appear at each such meeting or otherwise cause all Covered Shares to be counted as present thereat for purposes of calculating a quorum and vote (or cause to be voted) all Covered Shares, or (b) if action is to be taken by written consent in lieu of a Company Stockholders Meeting, execute and deliver a written consent (or cause a written consent to be executed and delivered) covering all Covered Shares (in each case to the extent that the Covered Company Shares are entitled to vote thereon or consent thereto):

- (i) in favor of the adoption of the Merger Agreement and the approval of the Merger and the other transactions contemplated by the Merger Agreement;
- (ii) in favor of any adjournment or postponement recommended by the Company with respect to any Company Stockholders Meeting to the extent permitted or required pursuant to Section 5.3 of the Merger Agreement;
- (iii) against any Company Acquisition Proposal;
- (iv) against any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by the Company, in each case except as consented to by Parent or as expressly permitted by the Merger Agreement; and
- (v) against any proposal, action or agreement submitted to the stockholders of the Company (other than any proposal, action or agreement that is consented to by Parent or is otherwise expressly permitted by the Merger Agreement) that is intended to (A) materially impede, frustrate, interfere with, delay, postpone, prevent or otherwise impair the Merger or the other transactions contemplated by the Merger Agreement or (B) result in any of the conditions set forth in Article VIII of the Merger Agreement not being fulfilled. Stockholder shall not commit or agree to take any action inconsistent with the foregoing.

3. No Disposition or Solicitation.



(a) No Disposition. Stockholder hereby covenants and agrees that, except as contemplated by this Agreement and the Merger Agreement, prior to the Expiration Date, Stockholder shall not (i) offer to Transfer, Transfer or consent to any Transfer of any or all of the Covered Shares or the beneficial ownership thereof without the prior written consent of Parent, (ii) enter into any contract, option or other agreement or understanding with respect to any Transfer of any or all Covered Shares or any beneficial ownership thereof, or (iii) deposit any or all of the Covered Shares into a voting trust or enter into a voting agreement or arrangement with respect to any or all of the Covered Shares other than investment management agreements with, and powers-of-attorney held by, Stockholder, or (iv) grant any proxy, power-of-attorney or other authorization or consent in or with respect to any or all of the Covered Shares that is inconsistent with Section 2 hereof. Notwithstanding the foregoing but subject to Section 9(d) hereof, Stockholder may Transfer Covered Shares pursuant to an Exempt Transfer. If any involuntary Transfer of any of the Covered Shares shall occur (including, but not limited to, a sale by Stockholder's trustee in any bankruptcy, or a sale to a purchaser at any creditor's or court sale), the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Covered Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect. Any attempted Transfer (including Exempt Transfer) of Covered Shares or any interest therein in violation of this Section 3(a) shall be null and void *ab initio*.

(b) Non-Solicitation. Stockholder has read Section 7.2 of the Merger Agreement and agrees that such Stockholder and its employees and Affiliates will not, directly or indirectly, take any action that would violate Section 7.2 of the Merger Agreement if Stockholder and its employees and Affiliates were deemed Representatives of the Company for purposes of Section 7.2 of the Merger Agreement; provided, the foregoing shall not serve to limit or restrict any actions taken by Stockholder or its employees and Affiliates in any such Person's capacity as a director of the Company, to the extent such actions are permitted or required under Section 7.2 of the Merger Agreement or this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not restrict the ability of such Stockholder and its Affiliates and their respective Representatives to review and privately discuss with the Company any Acquisition Proposal or Superior Proposal, including to privately discuss and confirm to the Company the willingness of Stockholder to support and sign a voting and support agreement in connection therewith in the event of any termination of the Merger Agreement or Company Adverse Recommendation Change.

#### 4. Additional Agreements.

(a) Certain Events. In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of the Company affecting the Covered Shares or the acquisition of Additional Owned Shares or other securities or rights of the Company by Stockholder, (i) the type and number of Covered Shares shall be adjusted appropriately, and (ii) this Agreement and the obligations hereunder shall automatically attach to any additional Covered Shares or other securities or rights of the Company issued to or acquired by Stockholder.

(b) Waiver of Appraisal and Dissenters' Rights and Actions. Stockholder, on behalf of itself and any other beneficial owner of Covered Shares, hereby (i) waives and agrees not to exercise any rights of appraisal or rights to dissent from the Merger that Stockholder may have and (ii) agrees not to commence or participate in, assist or knowingly encourage, and to take all actions necessary to opt out of, any class in any class action with respect to, any action or claim, derivative or otherwise, against Parent, Merger Sub, the Company or any of their respective Subsidiaries or Affiliates and each of their successors and assigns relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement or the consummation of the Merger, including any claim (A) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement (including any claim seeking to enjoin or delay the closing of the Merger) or (B) alleging a breach of any fiduciary duty of the Company Board in connection with the Merger Agreement or the transactions contemplated thereby; *provided* that nothing in this Section 4(b) shall restrict or prohibit Stockholder on behalf of itself and any other beneficial owner of Covered Shares, from asserting (x) its right to receive the Merger Consideration in accordance with the Merger Agreement and the DGCL or any of its other rights under this Agreement or the Merger Agreement or (y) counterclaims or defenses in any proceeding brought or claims asserted against it by Parent, Merger Sub, the Company or any of their respective Subsidiaries or Affiliates and each of their successors and assigns relating to this Agreement or the Merger Agreement, or from enforcing its rights under this Agreement.

(c) Communications. Stockholder (i) hereby consents to and authorizes the publication and disclosure by Parent and the Company in any press release or the Proxy Statement (including all documents and schedules filed with the SEC) or other disclosure document required under applicable Law in connection with the Merger Agreement or the transactions contemplated thereby, its identity and ownership of shares of Company Common Stock, the nature of its commitments, arrangements and understandings pursuant to this Agreement and such other information reasonably required under applicable Law in connection with such publication or disclosure (“Stockholder Information”), (ii) hereby agrees to cooperate with Parent and the Company in connection with such filings, including providing Stockholder Information reasonably requested by Parent or the Company and necessary in connection with such filings and (iii) hereby agrees as promptly as practicable to notify Parent of any required corrections with respect to any written information supplied by Stockholder specifically for use in any such filings. Parent shall provide Stockholder with reasonable advance notice of and opportunity to review and comment on such draft documentation (or excerpts thereof to the extent related to Stockholder and its Affiliates) and consider and take into account all reasonable comments of Stockholder regarding disclosure related to the Stockholder and its affiliates. Parent hereby consents to and authorizes the publication and disclosure by each Stockholder and its Affiliates of this Agreement and any Stockholder Information in any document, schedule or other disclosure required by applicable Law (including any Schedule 13D or other filing with the SEC).

(d) Additional Owned Shares. Stockholder hereby agrees to notify Parent promptly (and in any event within 1 Business Day of filing an amendment to its Schedule 13D) in writing of the number and description of any Additional Owned Shares.

(e) FIRPTA Certificate. Reasonably promptly (and in no event later than 60 days after the Closing Date), Parent shall cause the Company to deliver to each stockholder listed on Schedule II hereof, and to any permitted transferee of such stockholder pursuant to an Exempt Transfer with respect to which Parent has received written notice, a certificate to the effect that such stockholder’s applicable interest in the Company is not, and has not been during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a “United States real property interest” within the meaning of Section 897 of the Code and the Treasury Regulations promulgated thereunder, together with a corresponding notice to the U.S. Internal Revenue Service, which certificate and notice shall be reasonably satisfactory to Stockholder and in accordance with Treasury Regulations Sections 1.897-2(g)(1)(ii)(A) and 1.897-2(h) (such certificate and notice, collectively, a “FIRPTA Certificate”). Parent shall cause Company to authorize each such stockholder to deliver a copy of such certificate and such notice to the U.S. Internal Revenue Service on behalf of the Company within 30 days after such stockholder’s receipt thereof.

5. Representations and Warranties of Stockholder. Stockholder hereby represents and warrants to Parent as follows:

(a) Ownership of Shares; Investment Power and Control or Direction. As of the date hereof: (i) the entities listed in Schedule I are each the beneficial owners of the Owned Shares set forth opposite their names in Schedule I; and (ii) the Stockholder beneficially owns (namely having voting power and/or investment management power) all of the Owned Shares. The Owned Shares constitute all of the Company Common Stock that may be directed by the Stockholder. Other than the Owned Shares, neither the Stockholder nor any of its Affiliates, beneficially owns, or exercises control or direction over any additional or other capital stock, any other equity securities, or any securities convertible or exchangeable into any additional capital stock or other equity securities, of Company or any of its Affiliates. Except as permitted by this Agreement (including pursuant to an Exempt Transfer), the Owned Shares are now, and at all times prior to the Expiration Date will be, beneficially owned by Stockholder and held by or on behalf of the entities listed in Schedule I, or by a nominee or custodian for the benefit of such entities.

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(b) Organization and Qualification. Stockholder is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the laws of the jurisdiction of its organization.

(c) Authority. Stockholder has all necessary entity power and authority and legal capacity to execute, deliver and perform all of Stockholder’s obligations under this Agreement, and no other proceedings or actions on the part of Stockholder are necessary to authorize the execution, delivery or performance of this Agreement.

(d) Due Execution and Delivery. This Agreement has been duly and validly executed and delivered by Stockholder and, assuming due authorization, execution and delivery hereof by Parent, constitutes a legal, valid and binding agreement of Stockholder, enforceable against Stockholder in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(e) No Filings; No Conflict or Default. Except for any required filings under applicable securities Laws, the HSR Act, any competition, antitrust and investment laws or regulations of foreign jurisdictions and the Exchange Act, and for those Governmental Authorizations identified in Part 3.3(d) of the Company Disclosure Letter, no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary for the execution and delivery of this Agreement by Stockholder. None of the execution and delivery of this Agreement by Stockholder will (i) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, modification or acceleration) under, any of the terms, conditions or provisions of any Contract to which Stockholder is a party or by which Stockholder or any of Stockholder's properties or assets may be bound, (ii) violate any judgment, order, writ, injunction, decree or award of any court, administrative agency or other Governmental Entity that is applicable to Stockholder or any of Stockholder's properties or assets, (iii) constitute a violation by Stockholder of any law or regulation of any jurisdiction applicable to Stockholder, (iv) render Section 203 of the DGCL, or any other state takeover statute or similar statute or regulation, applicable to the Merger, or (v) contravene or conflict with Stockholder's governing or organizational documents, in each case, except, in the case of clauses (i) through (iv), for any conflict, breach, default or violation described above which would not reasonably be expected to materially impair the ability of Stockholder to perform its obligations under this Agreement.

(f) No Litigation. As of the date hereof, there is no action, investigation or proceeding pending or, to the knowledge of Stockholder, threatened against Stockholder at law or in equity before or by any Governmental Entity that restricts or prohibits (or, if successful, would restrict or prohibit) the beneficial or record ownership of Stockholder's Covered Shares or that would reasonably be expected to impair the ability of Stockholder to perform its obligations under this Agreement.

(g) No Fees. No broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with this Agreement or the Merger based upon arrangements made by or on behalf of Stockholder.

6. Representations and Warranties of Parent. Parent hereby represents and warrants to Stockholder as follows:

(a) Organization and Qualification. Parent is a legal entity duly organized, validly existing and, to the extent such concept is applicable, in good standing under the laws of the jurisdiction of its organization.

(b) Authority. Parent has all necessary corporate power and authority and legal capacity to execute, deliver and perform all of Parent's obligations under this Agreement, and no other proceedings or actions on the part of Parent are necessary to authorize the execution, delivery or performance of this Agreement.

(c) Due Execution and Delivery. This Agreement has been duly and validly executed and delivered by Parent and, assuming due authorization, execution and delivery hereof by Stockholder, constitutes a legal, valid and binding agreement of Parent, enforceable against Parent in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(d) No Filings; No Conflict or Default. Except for any required filings under the HSR Act, any competition, antitrust and investment laws or regulations of foreign jurisdictions and the Exchange Act, and for those Governmental Authorizations identified in Part 3.3(d) of the Company Disclosure Letter, no filing with, and no permit, authorization, consent or approval of, any Governmental Entity is necessary for the execution and delivery of this Agreement by Parent. None of the execution and delivery of this Agreement by Parent will (i) result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any third party right of termination, cancellation, modification or acceleration) under, any of the terms, conditions or provisions of any Contract to which Parent is a party or by which Parent or any of Parent's properties or assets may be bound, (ii) violate any judgment, order, writ, injunction, decree or award of any court, administrative agency or other Governmental Entity that is applicable to Parent or any of Parent's properties or assets, (iii) constitute a violation by Parent of any law or regulation of any jurisdiction, or (iv) contravene or conflict with Parent's governing or organizational documents, in each case, except, in the case of clauses (i) through (iii), for any conflict, breach, default or violation described above which would not materially impair the ability of Parent to perform its obligations under this Agreement.

(e) No Litigation. As of the date hereof, there is no action, investigation or proceeding pending or, to the knowledge of Parent, threatened against Parent at law or in equity before or by any Governmental Entity that restricts or prohibits (or, if successful, would restrict or prohibit) the validity of this Agreement or that would reasonably be expected to impair the ability of Parent to perform its obligations under this Agreement.

(f) Other Voting Agreements. Parent has delivered to Stockholder a complete and accurate copy of each other voting agreement (however characterized) being entered into with stockholders, directors or officers of the Company in connection with the Merger.

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(g) No Other Representations. Parent acknowledges and agrees that other than the representations expressly set forth in this Agreement, no Stockholder has made, or is making, any representations or warranties to Parent with respect to the Company, such as Stockholder's ownership of Company Common Stock, the Merger Agreement or any other matter. Parent hereby specifically disclaims reliance upon any representations or warranties (other than the representations expressly set forth in this Agreement).

7. Termination. This Agreement and all rights and obligations of the parties hereunder shall commence on the date hereof and shall terminate upon the earliest to occur of the following (such time, the "Expiration Date"): (a) the mutual agreement of Parent and Stockholder, (b) the Effective Time, (c) the valid termination of the Merger Agreement pursuant to Article IX thereof, (d) a Company Adverse Recommendation Change has occurred as contemplated by Section 7.2 of the Merger Agreement, or (e) without Stockholder's prior written consent, any amendment to the Merger Agreement that in any way decreases the amount or changes the form of the Merger Consideration, or (f) the occurrence of the End Date; *provided* that (i) nothing herein shall relieve any party hereto from liability for any Willful Breach of this Agreement and (ii) Section 4(e), Section 6, and Section 9, hereof shall survive any termination of this Agreement; *provided* that Section 9(b) and Section 9(l) shall only apply to any provisions that survive termination of this Agreement.

8. No Limitation. Nothing in this Agreement shall be construed to prohibit Stockholder or any of Stockholder's Representatives who is an officer or member of the Company Board from taking any action (or failing to take any action) solely in his or her capacity as an officer or member of the Company Board (or any committee thereof) or from taking any action with respect to any Company Acquisition Proposal as an officer or member of the Company Board (or any committee thereof).

9. Miscellaneous.

(a) Entire Agreement. This Agreement (together with Schedule I) constitutes the entire agreement and supersedes all prior and contemporaneous agreements and understandings, both written and oral, among or between any of the parties hereto with respect to the subject matter hereof.

(b) Reasonable Efforts. At the other party's reasonable request and without further consideration, each party hereto shall use reasonable best efforts to take all such further lawful action as may be reasonably required or necessary to comply with its obligations hereunder.

(c) No Assignment. This Agreement shall be binding upon, and shall be enforceable by and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Except in connection with an Exempt Transfer, this Agreement shall not be assignable by any party, in whole or in part, by operation of law or otherwise, without the express prior written consent of the other parties hereto. Any attempted assignment in violation of the terms of this Section 8(c) shall be null and void *ab initio*.

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(d) Binding Successors. Without limiting any other rights Parent may have hereunder in respect of any Transfer (including Exempt Transfer) of the Covered Shares, Stockholder agrees that this Agreement and the obligations hereunder shall attach to the Covered Shares beneficially owned by Stockholder and its Affiliates and shall be binding upon any Person to which beneficial ownership of such Covered Shares shall pass, whether by operation of law or otherwise, including, without limitation, Stockholder's heirs, guardians, administrators, Representatives, successors or permitted assigns.

(e) Amendments. This Agreement may be amended at any time prior to the Effective Time (whether before or after receipt of the Company Stockholder Approval) by an instrument in writing signed on behalf of each of the parties hereto.

(f) Notices. Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly given and made as follows: (i) if sent by registered or certified mail in the United States, return receipt requested, then such communication shall be deemed duly given and made upon receipt; (ii) if sent by nationally recognized overnight air courier (such as DHL or Federal Express), then such communication shall be deemed duly given and made two (2) Business Days after being sent; (iii) if sent by electronic mail, when transmitted (*provided* that the transmission of the email is promptly confirmed by telephone or response email); and (iv) if otherwise actually personally delivered to a duly authorized representative of the recipient, then such communication shall be deemed duly given and made when delivered to such authorized representative, *provided* that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any party shall provide by like notice to the other parties to this Agreement:

**if to Parent:**

Domtar Corporation  
234 Kingsley Park Drive  
Fort Mill, South Carolina 29715  
Attention: Nancy Klembus  
Senior Vice President, General Counsel And Corporate Secretary  
Email: Nancy.Klembus@domtar.com

**with a copy (which shall not constitute notice) to:**

Latham & Watkins LLP  
1271 Avenue of the Americas  
New York, NY 10020  
Attention: Robert M. Katz; Jason Morelli  
Email: Robert.Katz@lw.com; Jason.Morelli@lw.com

**if to Stockholder:**

Hamblin Watsa Investment Counsel Ltd.  
95 Wellington Street West  
Suite 802  
Toronto, Ontario, Canada  
M5J 2N7  
Attention: Derek Bulas  
Email: dbulas@fairfax.ca

**with a copy (which shall not constitute notice) to:**

Torys LLP  
1114 Avenue of the Americas, 23<sup>rd</sup> Floor  
New York, NY 10036  
Attention: Michael Horwitz and Mile Kurta  
Email: mhorwitz@torys.com and mkurta@torys.com

(g) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid

and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

(h) Remedies. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any such right, power or remedy by any party hereto shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party.

(i) No Waiver. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party or parties entitled to the benefits thereof only by a written instrument signed by the party granting such waiver. Any such waiver shall not be applicable or have any effect except in the specific instance in which it is given. No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy. No single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(j) No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(k) Applicable Law; Jurisdiction.

(i) This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Delaware applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law. Each of the parties hereto (A) consents to and submits to the exclusive personal jurisdiction of the Court of Chancery of the State of Delaware or, if that court does not have jurisdiction, a federal court sitting in Delaware in any action or proceeding arising out of or relating to this Agreement; (B) agrees that all claims in respect of such action or proceeding shall be heard and determined in any such court; (C) shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; and (D) shall not bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Person with respect thereto.

(ii) EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LEGAL REQUIREMENTS ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. Each of the parties hereto acknowledges that it and the other parties have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 8(k).

(l) Specific Performance. Each of the parties hereto agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that monetary damages, even if available, would not be an adequate remedy therefor. It is accordingly agreed that, in addition to any other remedy that a party hereto may have under law or in equity, in the event of any breach or threatened breach by Parent or Stockholder of any covenant or obligation of such party contained in this Agreement, the other parties shall be entitled to obtain (i) an Order of specific performance to enforce the observance and performance of such covenant; and (ii) an injunction restraining such breach or threatened breach. In the event that any action is brought in equity to enforce the provisions of this Agreement, no party hereto shall allege, and each party hereto hereby waives the defense or counterclaim, that there is an adequate remedy at law. Each party hereto further agrees that no other party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8(l), and each party hereto irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

(m) Interpretation. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. The words “include” and “including,” and variations

thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.” The parties hereto have participated jointly in the negotiation and drafting of this Agreement. No provision of this Agreement shall be interpreted for or against any party hereto because that party or its legal representatives drafted the provision. The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not any particular section in which such words appear.

(n) Counterparts. This Agreement may be executed and delivered (including by facsimile or other form of electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or other electronic delivery shall be sufficient to bind the parties to the terms and conditions of this Agreement.

(o) Expenses. Except as otherwise provided herein, each party hereto shall pay such party’s own expenses incurred in connection with this Agreement.

(p) No Ownership Interest. Nothing contained in this Agreement shall be deemed, upon execution, to vest in Parent any direct or indirect ownership or incidence of ownership of or with respect to any Covered Shares, and Parent shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of the Company or exercise any power or authority to direct Stockholder or any of the entities listed on Schedule I hereto in the voting of any of the Covered Shares, except as otherwise provided herein.

(q) Capacity as Stockholder. Notwithstanding anything herein to the contrary, Stockholder signs this Agreement solely in its capacity as investment manager of and/or authorized power of attorney in respect of the Covered Shares held by the entities listed in Schedule I, and not in any other capacity, and this Agreement shall not limit or otherwise affect the actions (or failure to take any actions) of any Affiliate, director, employee or designee of Stockholder or any of its Affiliates in his or her capacity, if applicable, as an officer or director of the Company or any other Person.

(r) RiverStone Europe Companies. Notwithstanding any other term of this Agreement, Affiliates of the RiverStone Europe Companies shall not be bound by or subject to the terms of this Agreement in any manner whatsoever.

*[Signature page follows]*

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

**DOMTAR CORPORATION**

By: /s/ John D. Williams

Name: John D. Williams

Title: President and CEO

*[Signature Page to Voting and Support Agreement]*

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**HAMBLIN WATSA INVESTMENT COUNSEL LTD.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Chief Risk Officer

**SCHEDULE I\***

Portfolio Legal Name or other holders**	Shares of Company Common Stock
Wentworth Insurance Company Ltd.	294,600
CRC Reinsurance Limited	1,456,803
Federated Insurance Company of Canada	198,735
Northbridge General Insurance Corporation	2,318,774
Verasure Insurance Company	524,807
United States Fire Insurance Company	4,199,893
The North River Insurance Company	823,731
TIG Insurance Company	746,111
Zenith Insurance Company	8,281,136
Allied World Insurance Company	1,000,000
Allied World Specialty Insurance Company	1,364,610
Brit Reinsurance (Bermuda) Limited	1,719,099
HWIC Global Equity Fund	1,832,041
Fairfax Financial Holdings Master Trust Fund	183,229
RiverStone Corporate Capital Limited***	2,910,400
RiverStone Insurance (UK) Limited***	2,694,221
Total (as of the date hereof)	30,548,190

\* Additional detail set forth in the Beneficial Ownership Disclosure.

\*\* For purposes of this Agreement, the address for each portfolio is c/o Stockholder, as set forth in Section 9(f).

\*\*\* Pursuant to the Asset Value Loan Notes, Stockholder has retained sole control over voting regarding Owned Shares, as described in more detail in the Beneficial Ownership Disclosure and pursuant to a Power of Attorney granted by each of the RiverStone Europe Companies in favor of Stockholder.

**SCHEDULE II**

1. Fairfax Financial Holdings Limited
2. Wentworth Insurance Company Ltd.



3. Brit Reinsurance (Bermuda) Limited
  4. Federated Insurance Company of Canada
  5. Northbridge General Insurance Corporation
  6. Verassure Insurance Company
  7. CRC Reinsurance Limited
  8. Fairfax Financial Holdings Master Trust Fund
  9. HWIC Global Equity Fund
  10. RiverStone Corporate Capital Limited
  11. RiverStone Insurance (UK) Limited
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## WAIVER

**TO:** Resolute Forest Products Inc. (the “**Company**”)

**AND TO:** Wells Fargo Bank, National Association (the “**Trustee**”)

**DATE:** July 5, 2022

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Reference is made to the following:

- (a) the indenture (the “**Indenture**”) dated as of February 2, 2021 between the Company, each of the Guarantors (as defined in the Indenture) from time to time party thereto and the Trustee providing for the issue of the Company’s 4.875% senior notes due 2026 (the “**Notes**”);
- (b) the Global Note (as defined in the Indenture) deposited with or on behalf of and registered in the name of the Depository (as defined in the Indenture) in the principal amount of \$300,000,000; and
- (c) the agreement and plan of merger dated as of July 5, 2022 between the Company, Domtar Corporation, Terra Acquisition Sub Inc., Paper Excellence B.V. and Karta Halten B.V. (the “**Merger Agreement**”).

All capitalized terms used but not defined herein have the meanings ascribed thereto in the Indenture. All dollar references used herein are in U.S. dollars.

As of the date first written above, the undersigned beneficially owns, or has control or direction over, (i) 30,548,190 shares of common stock of the Company, and (ii) \$45,000,000 principal amount of Notes.

Pursuant to Section 4.14(a) of the Indenture and the terms of the Global Note, upon the occurrence of a Change of Control, the Company is required to make a Change of Control Offer to each Holder to repurchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder’s Notes at a purchase price in cash equal to the Change of Control Payment.

The transactions contemplated by the Merger Agreement will, upon completion, constitute a Change of Control as such term is defined in the Indenture.

Effective as of the date first written above, the undersigned hereby unconditionally and irrevocably waives:

- (a) the right to have any of the Notes it beneficially owns, or over which it has control or direction, purchased pursuant to a Change of Control Offer made by the Company or by a third-party on behalf of the Company as a result of the transactions contemplated by the Merger Agreement; and
- (b) the right to tender any Notes it beneficially owns, or over which it has control or direction, in a Change of Control Offer and to receive from the Paying Agent payment of any Change of Control Payment as a result of the transactions contemplated by the Merger Agreement.

The undersigned also hereby agrees not to, and will not permit any of its affiliates (as such term is defined in the *Securities Act* (Ontario)) to, directly or indirectly, sell, transfer, assign, pledge or otherwise dispose of or monetize, or engage in any hedging transaction, or enter into any agreement or arrangement the consequence of which is to alter economic exposure to, the Notes for a period starting on the date first written above and ending on the earliest of (i) ninety days after the Closing Date (as such term is defined in the Merger

Agreement), (ii) the date on which the Merger Agreement is terminated in accordance with its terms, (iii) termination of the Voting and Support Agreement of even date herewith between the undersigned and Domtar Corporation (other than pursuant to clause (b) of Section 7 thereof), or (iv) the Change of Control Payment Date.

Notwithstanding the foregoing, nothing in this waiver shall limit, and this waiver shall not constitute a waiver of, the right of the undersigned or an affiliate of the undersigned to receive any redemption payment with respect to the Notes pursuant to the exercise by the Company of its optional redemption rights under Article 3 of the Indenture.

This Waiver will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

Execution and delivery of this Waiver may be made by PDF or other reliable electronic transmission.

*[signature page follows]*

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**DATED** and effective as of the date first written above.

**HAMBLIN WATSA INVESTMENT COUNSEL LTD.**

By: /s/ Peter Clarke

Name: Peter Clarke

Title: Chief Risk Officer

[Signature page – Waiver]

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